



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
AUGUST 21, 2024
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

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

4. PROCLAMATION

- 4.1 PROCLAMATION - 9TH ANNUAL "TERRY KELLY SKATE JAM"** - *In recognition of the Friends of Fernandina Skate Park's 9th Annual Terry Kelly Skate Jam. Friends of Fernandina Skate Park President Waldemar Borrero, Vice President Kenny Pinson, Treasurer Mike Nichols, Secretary Alex Johnston, Event Manager Tiffinnie Taylor, Vendor Coordinator Tori Lancaster, Music Coordinator Jenn Burns, and Sponsorship Coordinator Melissa Oliver will be in attendance to accept.*

5. RESOLUTIONS

- 5.1 MAIN BEACH SKATE PARK RENAMING - RESOLUTION 2024-147** RECOGNIZING MS. POE PINSON'S 2024 OLYMPIC SKATEBOARDING ACHIEVEMENT BY RENAMING THE MAIN BEACH SKATE PARK THE "POE PINSON SKATE PARK"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves renaming the Main Beach Skate Park the "Poe Pinson Skate Park" in recognition of Ms. Pinson's 2024 Olympic Skateboard 5th Place achievement.*
- 5.2 BUDGET TRANSFER - PARKS AND RECREATION - RESOLUTION 2024-148** APPROVING A PARKS AND RECREATION BUDGET TRANSFER FOR THE ATLANTIC AVENUE RECREATION CENTER POOL COMPLEX MEN'S RESTROOM AND LOCKER ROOM RENOVATIONS IN FISCAL YEAR 2023/2024; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approving a Parks and Recreation budget transfer for the Atlantic Avenue Recreation Center pool complex men's restroom and locker room renovations in the amount of \$120,000 from the Capital Improvements Fund Recreation account, 3007200 56300 into Project #24052.*
- 5.3 PROPOSAL APPROVAL AND BUDGET TRANSFER - HUBBARD CONSTRUCTION COMPANY - RESOLUTION 2024-149** APPROVING A PROPOSAL FROM ATLANTIC COAST ASPHALT, A DIVISION OF HUBBARD CONSTRUCTION COMPANY, FOR THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FUNDED PECK CENTER CHARLES EUGENE RICHIO FIELD MULTI-USE TRACK PROJECT AND APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Hubbard Construction Company for the Nassau County Board of County Commissioners funded Peck Center Charles Eugene Richio Field multi-use track project, in an*

amount not to exceed \$40,969.05 and a budget transfer for surviving expenses.

- 5.4 **PROPOSAL APPROVAL AND BUDGET TRANSFER - ALLIANT ENGINEERING, INC. -** RESOLUTION 2024-150 APPROVING A PROPOSAL FROM ALLIANT ENGINEERING, INC. FOR ENGINEERING, DESIGN, AND PROJECT MANAGEMENT OF THE UPGRADES AND RELOCATION OF THE CITY'S SANITARY SEWER LIFT STATIONS #3 AND #18; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a proposal from Alliant Engineering, Inc. for engineering, design, and project management of the upgrades and relocation of Lift Stations #3 and #18, in the amount of \$106,390, and a budget transfer in the amount of \$15,800.00, to cover costs.*
- 5.5 **CHANGE ORDER APPROVAL - AT&T SOUTHEAST -** RESOLUTION 2024-151 APPROVING A BELLSOUTH TELECOMMUNICATIONS, LLC. D/B/A AT&T SOUTHEAST AGREEMENT CHANGE ORDER TO RELOCATE CABLE LINES FROM SEVERAL FLORIDA PUBLIC UTILITIES UTILITY POLES ON AIRPORT ROAD ADJACENT TO THE NEW FIRE STATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the change order from AT&T for the relocation of their telecommunications lines on Airport Road, in the amount of \$17,604.98.*
- 5.6 **BUDGET TRANSFER - PLANNING AND CONSERVATION -** RESOLUTION 2024-152 APPROVING A PLANNING AND CONSERVATION DEPARTMENT BUDGET TRANSFER IN FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves reallocating \$50,000 from the Planning and Conservation Salaries account, 0011500 51200 into the Professional Services account, 0011500 53100 to facilitate the completion of a downtown traffic circulation and parking assessment and update to the Community Redevelopment Area Plan.*
- 5.7 **AWARD OF ITB 24-19 AND BUDGET TRANSFER - ELECTRO-MECHANIC INDUSTRIES, INC. D/B/A VERMANA -** RESOLUTION 2024-153 AWARDED INVITATION TO BID (ITB) 24-19 TO ELECTRO-MECHANIC INDUSTRIES, INC. DBA VERMANA FOR THE DR. MARTIN LUTHER KING, JR. RECREATION CENTER POOL RESURFACING; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB 2024-19 to Electro-Mechanic Industries, Inc. D/B/A Vermana for resurfacing the Dr. Martin Luther King, Jr. Recreation Center Pool in the amount of \$77,035.25, and approving a budget transfer, in the amount of \$48,000.00 for Project #24021.*
- 5.8 **FRANCHISE AGREEMENT - FERNANDINA BEACH MARKET PLACE -** RESOLUTION 2024-154 APPROVING A NEW FIVE-YEAR FRANCHISE AGREEMENT WITH HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a new five-year agreement with the current Saturday Farmers Market on 7th Street.*

6. ORDINANCE - FIRST READING

- 6.1 **(Legislative) FUTURE LAND USE MAP AMENDMENTS - LOTS 2 AND 3, BLOCK 288 GUM STREET -** ORDINANCE 2024-12 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR 0.46 ACRES OF LAND LOCATED AT LOTS 2 AND 3, BLOCK 288 GUM STREET TOTALING APPROXIMATELY 0.46 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Land Use Category from Medium Density Residential (MDR)/Industrial (IND) to Conservation (CON) for property located at Lots 2 and 3, Block 288 Gum Street.*
- 6.2 **(Quasi-Judicial) ZONING MAP AMENDMENT - LOTS 2 AND 3, BLOCK 288 GUM STREET -** ORDINANCE 2024-13 ASSIGNING A ZONING MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTY LOCATED AT LOTS 2 AND 3, BLOCK 288 GUM STREET, TOTALING

APPROXIMATELY 0.46 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning from Medium Density Residential (R-2)/ Industrial (I-1) to Conservation (CON) for property at Lots 2 and 3, Block 288 Gum Street.*

- 6.3 **(Legislative) FUTURE LAND USE MAP AMENDMENT - LOTS 14 AND 15, BLOCK 2 SADLER ROAD** - ORDINANCE 2024-14 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR CITY OWNED PROPERTY LOCATED ON PORTIONS OF LOTS 14 AND 15 BLOCK 2, SADLER ROAD, TOTALING APPROXIMATELY 0.57 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Land Use Category from Medium Density Residential (MDR) to Conservation (CON) for City-owned property at Lots 14 and 15, Block 2 at Sadler Road.*
- 6.4 **(Quasi-Judicial) ZONING MAP AMENDMENT - LOTS 14 AND 15, BLOCK 2 SADLER ROAD** - ORDINANCE 2024-15 ASSIGNING A ZONING MAP CATEGORY OF CONSERVATION (CON) FOR CITY OWNED PROPERTY LOCATED AT LOTS 14 AND 15, BLOCK 2 SADLER ROAD, TOTALING APPROXIMATELY 0.57 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning from Medium Density Residential (R-2) with PUD to Conservation (CON) for City-owned property at Lots 14 and 15, Block 2 Sadler Road.*
- 6.5 **LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT - VEHICULAR ACCESS REQUIREMENTS** - ORDINANCE 2024-16 AMENDING THE LAND DEVELOPMENT CODE SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GENERAL REQUIREMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Request to amend LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements to be consistent with standards established for Nassau County.*
- 6.6 **MASTER FEE SCHEDULE** - ORDINANCE 2024-17 ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS SERVICES, CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING AND CONSERVATION, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2023/2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Establishes the FY 2024-2025 Master Fee Schedule.*

7. **PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
8. **INTERIM CITY MANAGER REPORTS**
9. **CITY ATTORNEY REPORTS**
10. **CITY CLERK REPORTS**
11. **MAYOR/COMMISSIONER COMMENTS**
12. **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
9th Annual "Terry Kelly Skate Jam"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: The attached Proclamation recognizes the Friends of Fernandina Skate Park's 9th Annual Terry Kelly Skate Jam. Friends of Fernandina Skate Park President Waldemar Borrero, Vice President Kenny Pinson, Treasurer Mike Nichols, Secretary Alex Johnston, Event Manager Tiffinnie Taylor, Vendor Coordinator Tori Lancaster, Music Coordinator Jenn Burns, and Sponsorship Coordinator Melissa Oliver will be in attendance to accept.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kim Briley, Deputy City Clerk 8/6/2024

Jeremiah Glisson, Interim City Manager 8/7/2024

Caroline Best

Date: May 13, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, on a beautiful summer day in 2015 Friends of Fernandina Skate Park, a nonprofit organization, hosted the inaugural Back to School Skate Jam at the Fernandina Beach Main Beach Skate Park to encourage and develop the love of skateboarding within our community; and

WHEREAS, Mr. Terry Kelly, a proud father, arrived excited to watch his then ten-year-old son, Fernando, compete. Tragically, as Mr. Kelly approached the Skate Park, he suffered a life-ending cardiac event. The following year, with the permission of Mr. Kelly’s grieving family, the competition was renamed the “Terry Kelly Skate Jam” in honor of Mr. Kelly, and fathers everywhere, who love, support and cheer for their children at sporting events; and

WHEREAS, 2024 marks the 9TH Annual Terry Kelly Skate Jam in which now nineteen-year-old Fernando will be in attendance to pay homage to his devoted father and to carry forward a now time-honored Fernandina Beach tradition; and

WHEREAS, the Terry Kelly Skate Jam is renowned in North Florida among avid and novice skateboarders as a premier event which welcomes children of all ages and skill levels to a family friendly occasion complete with live music, food trucks and fun for all; and

WHEREAS, the City of Fernandina Beach hereby expresses sincerely thanks to the Friends of Fernandina Skate Park for their dedication and civic involvement to promote healthy physical outdoor activity and nurturing self-esteem through organizing and hosting the annual Terry Kelly Skate Jam special event.

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby wish competitors, event organizers and volunteers, a successful:

“9TH ANNUAL TERRY KELLY SKATE JAM”

IN WITNESS WHEREOF, I, Bradley M. Bean, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 21st day of August 2024.

CITY OF FERNANDINA BEACH

Bradley M. Bean
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-147
Main Beach Skate Park Renaming

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-147.

SYNOPSIS: The City Commission, at their August 6, 2024, Workshop, directed staff to rename the Main Beach Skate Park the “Poe Pinson Skate Park” in recognition of Ms. Pinson earning 5th Place in the 2024 Olympics Skateboarding competition held in Paris, France. Ms. Pinson began skateboarding at the Main Beach Skate Park on her 4th birthday where she immediately took to the sport and has since worked tirelessly to hone her abilities. From truly novice beginnings, Ms. Pinson entered her first skateboard competition at the age of six and subsequently advanced in a variety of prestigious national and international skateboarding competitions, earning coveted Olympic Qualifying points along the way. Ms. Pinson is a humble role model to skateboarders of all ages and represents our community with pride and distinction, her world stage accomplishments are worthy of this prestigious designation.

FISCAL IMPACT: If approved, a plaque and signage will be fabricated in house and installed.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): At the pleasure of the City Commission.

Scott Mikelson, Parks and Recreation Director	8/7/2024
Kim Briley, Deputy City Clerk	8/8/2024
Jeremiah Glisson, Interim City Manager	8/9/2024
Tammi E. Bach, City Attorney	8/9/2024
Katie Newton, Paralegal	8/9/2024

Date: August 05, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2024-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOGNIZING MS. POE PINSON'S 2024 OLYMPIC SKATEBOARDING ACHIEVEMENT BY RENAMING THE MAIN BEACH SKATE PARK THE "POE PINSON SKATE PARK"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their August 6, 2024, Workshop, directed staff to rename the Main Beach Skate Park the "Poe Pinson Skate Park" in recognition of Ms. Pinson earning 5th Place in the 2024 Olympic Skateboarding competition held in Paris, France; and

WHEREAS, Ms. Pinson began skateboarding at the Main Beach Skate Park on her 4th birthday where she immediately took to the sport and has since worked tirelessly to hone her abilities; and

WHEREAS, from truly novice beginnings, Ms. Pinson entered her first skateboard competition at the age of six and subsequently advanced in a variety of prestigious national and international skateboarding competitions, earning coveted Olympic Qualifying points along the way:

2015 – Exposure Skate: Street Division – 1st Place; Encinitas, California

2016 – Exposure Skate: Street Division – 3rd Place; Encinitas, California

2017 – Rocky Mountain Rampage Skate Event – 1st Place; Colorado Springs, Colorado

2017 – Exposure Skate: Pro Women's Street Division – 19th Place; Encinitas, California

2018 – Exposure Skate: Pro Women's Street Division - 2nd Place; Encinitas, California.

2019 – Dew Tour: Women's Street Division – 25th overall and Semifinalist Alternate; Long Beach, California

2019 – X Games: Women's Street Division - 5th Place; Minneapolis, Minnesota

2021 – USA National Skateboarding Championship Finals – 2nd Place; Los Angeles, California

2021 – Dew Tour - 5th Place, Des Moines, Iowa

2021 – Street World Championship – 16th Place overall and advanced to Semifinals; Rome, Italy; and

WHEREAS, Ms. Pinson is a humble role model to skateboarders of all ages and represents our community with pride and distinction, and her world stage accomplishments are worthy of this prestigious designation.

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

SECTION 1. The City Commission hereby names Main Beach Skate Park the "Poe Pinson Skate Park" and directs the City Clerk to affix that name to said location in honor of Ms. Pinson's achievements.

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

ADOPTED this 21st day of August 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-148
Budget Transfer - Parks and Recreation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-148.

SYNOPSIS: In accordance with Code of Ordinances Section 2-412 and Charter Section 74, the City Commission must approve budget transfers over \$25,000. The Atlantic Avenue Recreation Center Pool Complex Men's Restroom and Locker Room renovation, known as Project #24052, did not have a line item in the Fiscal Year 23/24 budget. Staff recommends appropriating available funds within the Capital Improvements Fund Recreation account, 3007200 56300, in the amount of \$120,000.

FISCAL IMPACT: Funds are available for transfer within the Capital Improvements Fund Recreation account, 3007200 56300, in the amount of \$120,000.00, into Project #24052 (within the Capital Improvements Fund Recreation account, 3007200 56300) which will be rolled into the Fiscal Year 24/25 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-148.

Scott Mikelson, Parks and Recreation Director	7/31/2024
Catherine Sabattini, Public Works Deputy Operations Director	8/7/2024
Kim Briley, Deputy City Clerk	8/8/2024
Alisha Brown, Budget Analyst	8/8/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/12/2024

Submitted By: Kaitlyn Rivera, Parks and Recreation Deputy Director Date: July 29, 2024

COMMISSION ACTION: Adopt

RESOLUTION 2024-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PARKS AND RECREATION BUDGET TRANSFER FOR THE ATLANTIC AVENUE RECREATION CENTER POOL COMPLEX MEN'S RESTROOM AND LOCKER ROOM RENOVATIONS IN FISCAL YEAR 2023/2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Code of Ordinances Section 2-412 and Charter Section 74, the City Commission must approve budget transfers over \$25,000; and

WHEREAS, the Atlantic Avenue Recreation Center Pool Complex Men's Restroom and Locker Room renovation, known as Project #24052, did not have a line item in the Fiscal Year 23/24 budget; and

WHEREAS, staff recommends appropriating available funds within the Capital Improvements Fund Recreation account, 3007200 56300, in the amount of \$120,000.00, into Project #24052 (within the Capital Improvements Fund Recreation account, 3007200 56300) which will be rolled into the Fiscal Year 24/25 budget.

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, in the amount of \$120,000.00, from the Capital Improvements Fund Recreation account, 3007200 56300 into Project #24052 (within the Capital Improvements Fund Recreation account, 3007200 56300) for the Atlantic Avenue Recreation Center Pool Complex Men's Restroom and Locker Room renovations.

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

ADOPTED this 21st day of August, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-149
Proposal Approval and Budget Transfer - Hubbard Construction Company

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-149.

SYNOPSIS: The City Commission, at their March 19, 2024, Regular Meeting approved Resolution 2024-58 authorizing staff to apply for the Nassau County Board of County Commissioners (BOCC) municipal grant to fund the Peck Center Charles Eugene Richo Multi-Use Track (project). The BOCC subsequently approved the project in the amount of \$41,400.

Hubbard Construction Company has provided a proposal in the amount of \$40,969.05 to construct the Peck Center Charles Eugene Richo Multi-Use Track, attached hereto as Exhibit A. An additional \$5,000 is needed for surveying.

FISCAL IMPACT: Funds are available for transfer, in the amount of \$5,000, from the Street Paving/Resurfacing account, 3004100 56320, Project #24042 (Street Paving and Resurfacing) into Capital Improvement Fund account, 3007220 56300 for Project #24051.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-149.

Alisha Brown, Budget Analyst	8/6/2024
Charles George, City Engineer/Deputy City Manager	8/7/2024
Jeremiah Glisson, Interim City Manager	8/7/2024
Kim Briley, Deputy City Clerk	8/7/2024
Tammi E. Bach, City Attorney	8/7/2024
Katie Newton, Paralegal	8/8/2024

Caroline Best

Date: August 05, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2024-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM ATLANTIC COAST ASPHALT, A DIVISION OF HUBBARD CONSTRUCTION COMPANY, FOR THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FUNDED PECK CENTER CHARLES EUGENE RICHIO FIELD MULTI-USE TRACK PROJECT; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their March 19, 2024, Regular Meeting approved Resolution 2024-58 authorizing staff to apply for the Nassau County Board of County Commissioners (BOCC) municipal grant to fund the Peck Center Charles Eugene Richio Multi-Use Track; Project #24051; and

WHEREAS, the BOCC subsequently approved the Peck Center Charles Eugene Richio Multi-Use Track in the amount of \$41,400; and

WHEREAS, Hubbard Construction Company provided a proposal in the amount of \$40,969.05 to construct the Peck Center Charles Eugene Richio Multi-Use Track, attached hereto as Exhibit A; and

WHEREAS, Hubbard Construction Company, was awarded the bid for asphalt paving and patching by Resolution 2023-171; and

WHEREAS, additional funds, in the amount of \$5,000, are needed for surveying. Staff recommends a budget transfer, in the amount of \$5,000, from the Street Paving/Resurfacing account, 3004100 56320, Project #24042 (Street Paving and Resurfacing) into the Capital Improvement Fund account, 3007220 56300 for Project #24051.

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

SECTION 1. The City Commission hereby approves the proposal from Hubbard Construction Company to construct the Peck Center Charles Eugene Richio Multi-Use Track, in an amount not to exceed \$40,969.05, attached hereto as Exhibit A.

SECTION 2. The City Commission hereby approves a budget transfer, in the amount of \$5,000, from the Street Paving/Resurfacing account, 3004100 56320, Project #24042 (Street Paving and Resurfacing) into the Capital Improvement Fund account, 3007220 56300 for Project #24051.

SECTION 3. The City Clerk and Interim City Manager are hereby authorized to execute said proposal, upon review and approval of the City Attorney.

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

ADOPTED this 21th day of August, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



HUBBARD CONSTRUCTION COMPANY

1936 Lee Rd., Suite 300
Winter Park, FL 32789
Tel: 407.645.5500
asphalt@hubbard.com

To: City of Fernandina Beach
Address: 204 Ash Street
Fernandina Beach, FL 32034
Phone: (904) 277-7300

Attn: Jacob Platt
Email: jplatt@fbfl.org
Mobile: () -

Estimate: 24-08017
Project: Fernandina Beach (23-27) - Peck Field Track
Bid Date: 08/05/2024
Completion: 3rd Quarter 2025

Addenda: 1
Revised:

Item	Description	Quantity	Unit	Unit Price	Ext Price
2-A	1.50" TYPE S-III (< 1,000 SY)	711.000	SY	\$ 54.60	\$38,820.60
2-C	MOBILIZATION (< 1,000 SY)	1.000	EA	\$ 100.00	\$ 100.00
	PROJECT CONTINGENCY (5.00%)	1.000	LS	\$2,048.45	\$2,048.45
GRAND TOTAL:					\$40,969.05

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Dustin Baker', is written over a horizontal line.

Dustin Baker - Senior Estimator

RESOLUTION 2024-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN APPLICATION TO THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS MUNICIPAL GRANT FUNDING IN THE AMOUNT OF \$50,000, TO FUND THE PECK CENTER CHARLES EUGENE RICH0 FIELD MULTI-USE TRACK PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Board of County Commissioners (BOCC), at their October 9, 2023, meeting, approved the Municipal Grant Funding Policy, allowing municipalities to request BOCC grant funds up to \$50,000 for projects that develop public facilities which meet a public purpose; and

WHEREAS, requests for funding must be submitted in writing and describe the use of the funds, how any supplemental funding needs will be met, and how the improvements meet the definition of a public facility or public purpose; and

WHEREAS, the City Commission, at their February 6, 2024, workshop, directed staff to determine cost estimates for a Peck Center Charles Eugene Richo Field multi-use track, Central Park parking improvements, and the proposed Nassau County School Board practice field, located at 1201 Atlantic Avenue; and

WHEREAS, the City Commission has considered utilizing the BOCC municipal grant funding for one of the following projects:

- A) Central Park parking improvements (estimated cost \$125,080), OR
- B) Peck Center Charles Eugene Richo Field multi-use track (estimated cost \$41,400), OR
- C) Nassau County School Board practice field (estimated cost \$63,000)

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

SECTION 1. The City Commission hereby selects the Peck Center Charles Eugene Richo Field Multi-Use Track Project, in the estimated amount of \$41,400.00, for application consideration by the Nassau County Board of County Commissioners as a municipal grant fund project.

SECTION 2. The City Commission directs staff to prepare the application and transmit it to the Nassau County Board of County Commissioners for consideration.

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

ADOPTED this 19th day of March, 2024.

ATTEST:

CITY OF FERNANDINA BEACH



CAROLINE BEST
City Clerk



BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

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

TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION:	ADDITIONAL PARKING AT CENTRAL PARK
---------------------	---

Prepared By: CLG

Date: 2/15/2024

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION: PRACTICE SPORTS FIELD AT SCHOOL BOARD FACILITY

Prepared By: CLG

Date: 2/15/2024

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

CITY OF FERNANDINA BEACH
PRELIMINARY BUDGETARY OPINION OF PROBABLE COST

DESCRIPTION:	PECK FIELD TRACK
---------------------	-------------------------

Prepared By: CLG

Date: 2/15/2024

[illegible]

CLARIFICATIONS/ASSUMPTIONS: Quantities and unit prices shown are preliminary based on concept and details

POLICY: This policy sets forth the guidelines and categories governing requests for grant funds from municipalities within Nassau County. Requests for grants of General Fund ad valorem taxes may be accepted from eligible municipal organizations that plan to invest in Public Facilities within the County. The term “Public Facilities” means capital improvements that have a life expectancy of five (5) or more years, which meet a public purpose and will be available for use by the general public.

Grant funding for programs is limited and based upon available budgeted resources as approved by the Board of County Commissioners (BOCC). No expenditures made prior to the final approval of the BOCC will be reimbursed.

I. ELIGIBLE ORGANIZATIONS

Municipalities located within Nassau County, (Town of Callahan, Town of Hilliard and the City of Fernandina Beach) may request grants for projects for the development of Public Facilities which meet a public purpose for the benefit of the general public. The municipality may alternatively utilize a portion of their requested allocation to sponsor a Not-for-profit organization incorporated under federal and state laws as 501(c) corporations to receive grant funding for eligible public facilities.

II. GRANT FUNDING PROCESS

A written request from the governing body of each municipality is required. The request shall describe the use of the funds, how any other funding needs shall be met, and how this Public Facility shall meet the definition of a Public Facility. Additionally, if the municipality is to partner with a non-profit they shall also provide general information on the purpose of the non-profit and their support of the County citizens.

Each municipality requesting support shall be required to submit a written request within the fiscal year for which the funds shall be used. The written request must be submitted to the County Manager’s office for review and consideration. Any approval of a grant funding request by the Board of County Commissioners shall be restricted by the following items:

1. The County shall reserve the right to request additional information, as needed, prior to approval or funding.
2. Funds will not be available until after October 1 of the fiscal year for which they are requested.
3. The total budget funded for Municipal Grant Funding awards shall not exceed \$50,000 per municipality each fiscal year.
4. The grant funds may only be expended on Public Facilities as defined above.
5. Grant funds shall be committed within the fiscal year for which funds are authorized.
6. The Public Facilities shall be substantially completed within the fiscal year of the award.
7. Any funds granted shall be subject to an audit by the Nassau County Clerk of Court and Comptroller or their authorized representative.
8. Following completion of the project, the municipality shall provide a project summary to the County Manager’s office. Such information may be used for a press release as

determined by the County.

9. Grant funds may only be issued by the County directly to the municipality requesting support.
10. The BOCC reserves the right to approve or deny any request under this policy.



City of Fernandina Beach

Charles L. George, P.E.

Office of the City Manager

cgeorge@fbfl.org

March 26, 2024

Nassau County Manager Taco Pope
96135 Nassau Place, Suite 1
Yulee, FL 32097

Re: Nassau County Board of County Commissioners Municipal Grant Funding Request

Dear Mr. Pope,

In response to the Nassau County Board of County Commissioners (BOCC) Municipal Grant Funding opportunity, the City Commission of the City of Fernandina Beach, Florida, convened in a regular meeting on March 19, 2024, where Resolution 2024-58 (enclosed) was unanimously approved to construct a Peck Center Charles Eugene Richo Field *multi-use track* located at 516 South 10th Street.

The proposed multi-use track will be eight feet wide, an estimated 1,100 feet, and will be constructed along the perimeter of the Charles Eugene Richo Field (illustration enclosed). The proposed multi-use track represents a capital improvement with a life expectancy of ten or more years, meets a public purpose and will be available for public use for field and track, sprinting, walking, and biking activities. The proposed multi-use track will also enhance special events by providing a solid surface to erect event tents and to conduct cooking activities.

The Peck Center Charles Eugene Richo Field multi-use track estimated cost is \$41,400. Due to the City of Fernandina Beach having the ability to construct the multi-use track "in-house", the BOCC grant funding opportunity dollars can be leveraged to their maximum potential. If approved, the City will utilize previously vetted and approved materials vendors and Public Works staff to complete the project in Fiscal Year 23/24.

The City Commission sincerely appreciates the Honorable BOCC's consideration to fund this worthy public purpose project which will significantly further the use of a beloved and historic community venue.

On behalf of the City Commission, thank you for your thoughtful consideration and generosity to Nassau County municipalities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles L. George".

Charles L. George, P.E.
Interim City Manager/City Engineer

RESOLUTION 2024-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN APPLICATION TO THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS MUNICIPAL GRANT FUNDING IN THE AMOUNT OF \$50,000, TO FUND THE PECK CENTER CHARLES EUGENE RICHO FIELD MULTI-USE TRACK PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Board of County Commissioners (BOCC), at their October 9, 2023, meeting, approved the Municipal Grant Funding Policy, allowing municipalities to request BOCC grant funds up to \$50,000 for projects that develop public facilities which meet a public purpose; and

WHEREAS, requests for funding must be submitted in writing and describe the use of the funds, how any supplemental funding needs will be met, and how the improvements meet the definition of a public facility or public purpose; and

WHEREAS, the City Commission, at their February 6, 2024, workshop, directed staff to determine cost estimates for a Peck Center Charles Eugene Richo Field multi-use track, Central Park parking improvements, and the proposed Nassau County School Board practice field, located at 1201 Atlantic Avenue; and

WHEREAS, the City Commission has considered utilizing the BOCC municipal grant funding for one of the following projects:

- A) Central Park parking improvements (estimated cost \$125,080), OR
- B) Peck Center Charles Eugene Richo Field multi-use track (estimated cost \$41,400), OR
- C) Nassau County School Board practice field (estimated cost \$63,000)

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

SECTION 1. The City Commission hereby selects the Peck Center Charles Eugene Richo Field Multi-Use Track Project, in the estimated amount of \$41,400.00, for application consideration by the Nassau County Board of County Commissioners as a municipal grant fund project.

SECTION 2. The City Commission directs staff to prepare the application and transmit it to the Nassau County Board of County Commissioners for consideration.

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

ADOPTED this 19th day of March, 2024.

ATTEST:

CITY OF FERNANDINA BEACH



CAROLINE BEST
City Clerk



BRADLEY M. BEAN
Commissioner-Mayor



RESOLUTION 2023-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING INVITATION TO BID 23-27 TO HUBBARD CONSTRUCTION COMPANY FOR MILLING, PAVING, PATCHING, AND STRIPING OF ASPHALT ROADS AND PARKING LOTS FOR FISCAL YEAR 2023/2024; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure bids for Milling, Paving, Patching, and Striping of Asphalt Roads and Parking Lots with Invitation to Bid (ITB) 23-27; and

WHEREAS, ITB 23-27 for Milling, Paving, Patching, Striping of Asphalt Roads, and Parking Lot was advertised according to purchasing policies and procedures; and

WHEREAS, three bids were received on August 17, 2023, and after review, staff recommends awarding ITB 23-27 to Hubbard Construction Company for Fiscal Year 2023/2024; and

WHEREAS, the bid contains two one-year renewal options; and

WHEREAS, funding for this type of work are included in various departmental accounts.

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

SECTION 1. The City Commission hereby awards ITB 23-27 to Hubbard Construction Company for Fiscal Year 2023/2024.

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

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

ADOPTED this 19th day of September, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **MILLING OF EXISTING ASPHALTIC CONCRETE ROADWAYS AND PARKING LOT RESURFACING USING TYPES-1 OR TYPE S-3 ASPHALT; STREET ASPHALT PATCHING AND PAVING LESS THAN 1,000 TOTAL SQUARE YARDS; CENTERLINING, PAVEMENT MARKERS AND THERMPLASTIC APPLICATION.**

The City will receive sealed bids at the location stated below not later than **2:30pm, August 17, 2023.**

Any submittal received after the above stated time and date will not be considered. It will 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 will be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2023-2024 budget.

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

The original bid submittal (**1 original, 2 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 #23-27** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #23-27**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid must be submitted on the specified Contact Sheet (**1 original, 3 copies1 electronic copy, CD or thumb drive**), hereto attached as "**Exhibit A**", Bid Pricing Form herein attached as "**Exhibit A-1**". The person signing the Bid Response Form must have the authority to bind the proposer to the Bid. All information on the Bid form must be provided, or the Bid may not be accepted.

The competitive sealed Bid must 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**".

FIRM SHALL SIGN AND INCLUDE EXHIBITS "A-H". Failure to so, may result in rejection of the bid.

An example of the City of Fernandina Beach contract is included in this bid packet.

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.

SPECIFICATIONS AND SCOPE:

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

MILLING AND PAVING OF EXISTING ASPHALT ROADS AND PARKING LOTS USING TYPE S-1 and S-3 ASPHALT BETWEEN 1,000 – 50,000 square yards

Contractor is to furnish all supervision, labor, equipment, maintenance of traffic and other material necessary to mill and lay asphalt. Subcontractors must be insured for the coverage limits required by the City and meet Drug Free workplace requirements.

Contractor will be required to meet all FDOT requirements and will be responsible for managing all pedestrian and vehicle traffic control and site clean-up.

Type S1 -and Type S3 Asphalt must comply with Florida Department of Transportation Standards Manual specifications.

Material and installation bid is to be quoted per SQUARE YARD indicating price break intervals based on quantity.

Milling Bid is to be quoted per SQUARE YARD indicating price break levels based on quantity.

Targeted date for start of work is 21 days from notice to proceed, depending upon weather.

PATCH PAVING OF EXISTING ASPHALT ROADS AND PARKING LOTS USING TYPE S-1 and S-3 ASPHALT LESS THAN 1,000 square yards

Utility cut patching with asphalt up to 2" thick. Typical job will be in a number of locations within active City streets. Contractor will be required to remove excess lime rock, cold mix, or asphalt to obtain min 2" depth. Contractor will be required to saw-cut asphalt as needed. Patching must be completed within 21 days of request.

The Contractor must finish to grade, sand seal, and place asphalt pavement per FDOT standards at various locations throughout the City. Typical job will be between 50 and 1,000 square yards and will be within active City streets. The City of Fernandina Beach will provide lime rock and grading to within 2" of finished grade.

Patch paving will be completed in a timely manner after notice to proceed and coordinated with the City's Street Maintenance Manager. Targeted date for start of work is 21 days from notice to proceed, depending upon weather.

QUALIFICATIONS:

This is a continuing contract and there is no guaranteed minimum amount that will be awarded. Amounts shown on Exhibit "A-1", Bid Pricing Form, are to be used solely for purposes of establishing unit prices for work performed during the life of the contract.

The City of Fernandina Beach reserves the right to increase or decrease estimated annual quantities to meet additional or reduced requirements based on the City's budget.

Contractor will be required to comply with FDOT specifications and requirements. Contractor will be responsible for all maintenance of traffic through job completion. No separate payment must be made for maintenance of traffic. All clean up and disposal of excess material will be the Contractor's responsibility.

Surcharges or fees will not be permitted unless identified and quoted in the original bid and included in the final contract. **Pricing must remain firm through contract duration, October 1, 2023 through September 30, 2024.**

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

The length of this agreement shall be one year, with two one-year renewals possible based on the mutual consent of both parties.

In addition to any State or Federal required licensing or certifications, bidder must show that they are legally licensed to operate in the State of Florida and are properly licensed in their local municipality according to Ch. 489 Florida Statutes. If such municipality does not require occupational/business license they must provide documentation that states such licensing is not required. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Contract may be terminated by either party with 60 days written notification.

AWARD

Award recommendation will be awarded 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 can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

Specification questions during the bid period must be submitted in writing to Wanda Weeks at wweeks@fbfl.org.

Bidders are hereby put on notice that no contact will 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** days before bid opening.

If there is an Addendum it becomes part of the original Bid and must 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.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet attached hereto as "Exhibit A" and Bid Form, attached hereto as "Exhibit A-1", must be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet and Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will 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 must 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.*

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- 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 must be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BID

- a. Bids and changes thereto must 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 must be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BID

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

4. WITHDRAWAL OF BID

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

5. LATE BID

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders must comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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

8. **NOT RESPONSIBLE FOR COSTS**

- a. The City will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. **BONDS**

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder must enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond must be for an amount not less than five percent (5%) of the Bid price and must 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 must be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid security.

Payment and Performance Bond must 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 must 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 must be in the amount of the bid.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The 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 will 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 must 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 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,

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR 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 (\$1,000,000.00) 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.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- 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 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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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 must be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System

(EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS 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.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "A-1"	Bid Pricing Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure

EXHIBIT "A"
CONTACT SHEET

Name: _____

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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 "A-1"

BID PRICING FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Milling & Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, GREATER THAN 1000 SQ YD

Per SQ.YD Amount: \$ _____

- b) 1 – 1.5" Asphalt Milling, GREATER THAN 1000 SQ YD

Per SQ.YD Amount: \$ _____

- c) Mobilization price is per event and consists of multiple runs milling and paving runs at VARIOUS locations. All paving work will be within a 5-mile radius.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- d) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above

Mobilization Lump Sum per event \$ _____

Milling & Patch Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ _____
- b) 1 – 1.5" mill existing asphalt, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ _____
- c) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above. **Mobilization price is per event and consists of multiple milling and paving runs at VARIOUS locations. All patchwork will be within a 5-mile radius.**

Mobilization Lump Sum per event \$ _____

Pavement Markings & Thermoplastic

- a) Striping/Marking of solid line
FDOT thermo-paint, Ref Section 710
GREATER THAN 1,000 LINEAR FEET Per. Linear Foot Amount: \$ _____
- b) Striping/Marking of solid line
FDOT THERMOPLASTIC, Ref Section 710
GREATER THAN 100 LINEAR FEET Per. Linear Foot Amount: \$ _____

THIS FORM MUST BE INCLUDED WITH 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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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, must be a prim 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 must 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.)

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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 must:

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 OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

EXHIBIT “D”

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 _____.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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;

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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 will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 23-27**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS

1. Bidders are only to provide unit prices, however it is reasonable to assume purchase orders will exceed the bond thresholds stated in the bid document. It is reasonable to assume that a bid bond and performance bond is not required for bid submittal and that a performance and payment bond may be required on a purchase order basis? **Yes**
2. If bid bond is required for submittal and performance and payment bond is required for the master agreement (prior to issuance of purchase orders), please provide an estimated quantity breakdown and/or an engineer's estimate. This information is required from our surety company. **The City's budget for FY 23-24 is \$800k. The street resurfacing project will be broken up into 2-3 phases.**
3. Please confirm the liquidated damages of \$200 per calendar day for first twenty day and \$400 per day thereafter (from referenced construction contract sample on City's website).
Confirmed
4. Will federal money be used in this contract? **No federal funds**
5. The bond requirements are different between the ITB document specific to this project and the referenced general conditions from the City's website. Please advise. **The bond requirements in the bid documents are the current City requirements.**
6. Referenced general conditions from the City's website require builder's risk insurance.
 - a. Please confirm this requirement. **Confirmed**
 - b. If required, please confirm the City will accept a builder's risk policy on a per purchase order basis. Builders risk cannot be accessed until project location and scope is determined. **Confirmed that City will accept builder's risk policy on a per purchase order basis.**

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS**

EXHIBITS

EXHIBIT "A" Contact Sheet

EXHIBIT "A-1" Bid Pricing Form

EXHIBIT "B" Public Entity Crimes

EXHIBIT "C" Drug-Free Workplace Certification

EXHIBIT "D" E-Verify Statement

EXHIBIT "E" Proposer Acknowledgements and Agreements

EXHIBIT "F" Conflict of Interest

EXHIBIT "G" Non-Collusion Affidavit

EXHIBIT "H" Disputes Disclosure

**EXHIBIT "A"
CONTACT SHEET**

Name: Creative Concrete Design of Columbia County, Inc.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

Federal Taxpayer ID: 46-4949221

Mailing Address: P O Box 1149

City, State, & Zip Code: Lake City, FL 32056

Telephone: 386-487-5402

Fax: _____

Email: justin.ccdf@outlook.com

Submitted By: Justin Peeler

Title: President

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Sonya Suhl

Title: Office Manager

Email Address: justin.ccdf@outlook.com

Phone: 386-487-5402

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"

BID PRICING FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Milling & Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, GREATER THAN 1000 SQ YD

Per SQ.YD Amount: \$ 49.50

- b) 1 – 1.5" Asphalt Milling, GREATER THAN 1000 SQ YD

Per SQ.YD Amount: \$ 9.50

- c) Mobilization price is per event and consists of multiple runs milling and paving runs at VARIOUS locations. All paving work will be within a 5-mile radius.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- d) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above

Mobilization Lump Sum per event \$ 36,000.00

Milling & Patch Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ 72.00

- b) 1 – 1.5" mill existing asphalt, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ 12.00

- c) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above. **Mobilization price is per event and consists of multiple milling and paving runs at VARIOUS locations. All patchwork will be within a 5-mile radius.**

Mobilization Lump Sum per event \$ 36,000.00

Pavement Markings & Thermoplastic

- a) Striping/Marking of solid line
FDOT thermo-paint, Ref Section 710
GREATER THAN 1,000 LINEAR FEET Per. Linear Foot Amount: \$ 2.00

- b) Striping/Marking of solid line
FDOT THERMOPLASTIC, Ref Section 710
GREATER THAN 100 LINEAR FEET Per. Linear Foot Amount: \$ 7.75

THIS FORM MUST BE INCLUDED WITH 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 City of Fernandina Beach, FL.
2. This sworn statement is submitted by (entity) Creative Concrete Design of Columbia County, Inc. whose business address is 161 SW Covey Court Lake City, FL 32025 and (if applicable) Federal Employer Identification Number (FEIN) is 46-4949221 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Justin Peeler 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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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, must be a prim 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 must 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.)

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

STATE OF FLORIDA
COUNTY OF Columbia

Signature

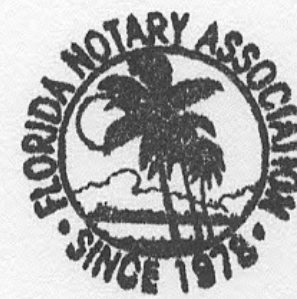
Date:

8/17/2023

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 17th day of August, 2023, and is personally known to me, or has provided _____ as identification.

Notary Public Sonya G Suhl

My Commission expires: 3/7/2027



SONYA G. SUHL
Notary Public
State of Florida
Comm# HH367715
Expires 3/7/2027

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

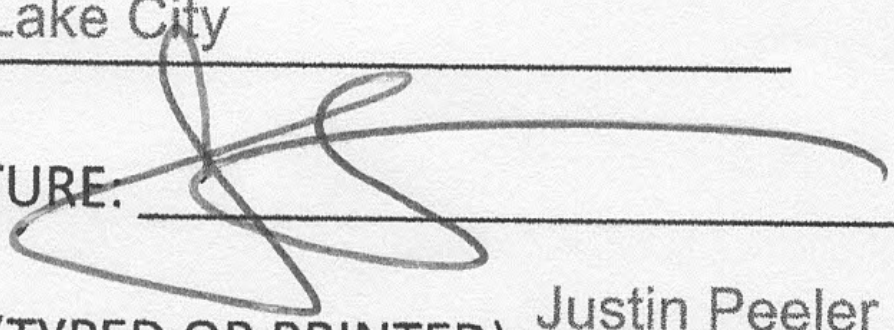
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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: Creative Concrete Design of Columbia County Inc.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

CITY: Lake City STATE: Fl ZIP CODE: 32025
SIGNATURE:  PHONE: 386-288-4422
NAME (TYPED OR PRINTED): Justin Peeler TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: ITB #23-27

Project Description: Milling, Paving, Patching, striping of Asphalt Roads and Parking Lots

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: Justin Peeler / Creative Concrete Design of Columbia County, Inc.

Authorized Signature:  _____

Title: President

Date: 8/17/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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: Justin Peeler Title: President

Signature:  Date: 8/17/2023

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 City of Fernandina Beach, Fl.

This sworn statement is submitted by (entity) Creative Concrete Design of Columbia County Inc. whose business address is 161 SW Covey Court Lake City, Fl. 32025 and (if applicable) Federal Employer Identification Number (FEIN) is 46-4949221 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Justin Peeler and my relationship to the entity named above is President.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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:

8/17/23

STATE OF FLORIDA
COUNTY OF Columbia

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 17th day of August, 2023, and is personally known to me, or has provided _____ as identification.

Sonya G. Suhl
Notary Signature

My Commission expires: 3/7/2027



SONYA G. SUHL
Notary Public
State of Florida
Comm# HH367715
Expires 3/7/2027

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

This sworn statement is submitted by (entity) Creative Concrete Design of Columbia County Inc. whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is 46-4949221 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Justin Peeler and my relationship to the entity named above is President.

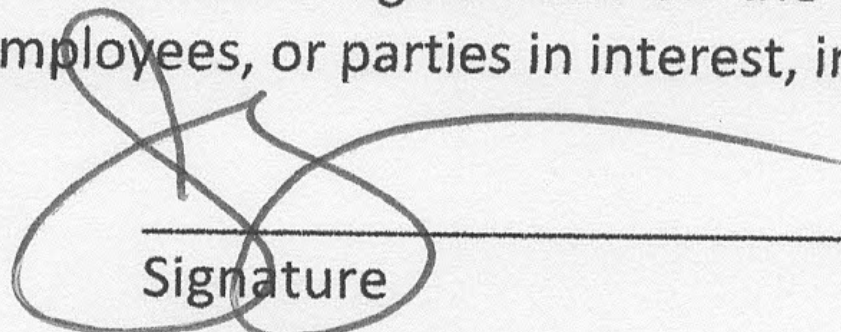
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;

VCC

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27**

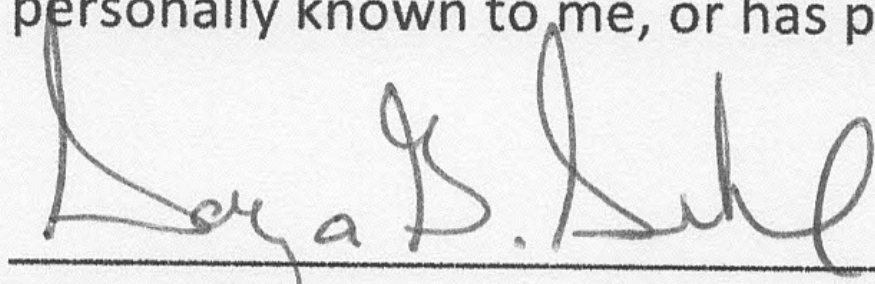
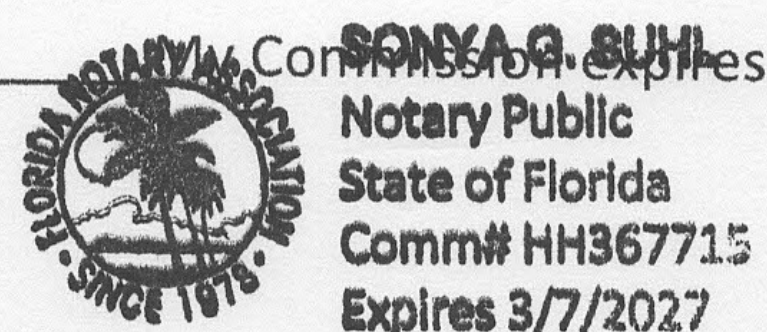
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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: 8/17/2023

STATE OF FLORIDA
COUNTY OF Columbia

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 17th day of August, 2023, and is personally known to me, or has provided _____ as identification.


Notary Signature _____

Sonya G. Suh
Notary Public
State of Florida
Comm# HH367715
Expires 3/7/2027

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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?

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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 will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Creative Concrete Design of Columbia County Inc.

8/17/2023

Firm

Date

Authorized Signature

Justin Peeler President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS

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

ADDENDUM No. 1

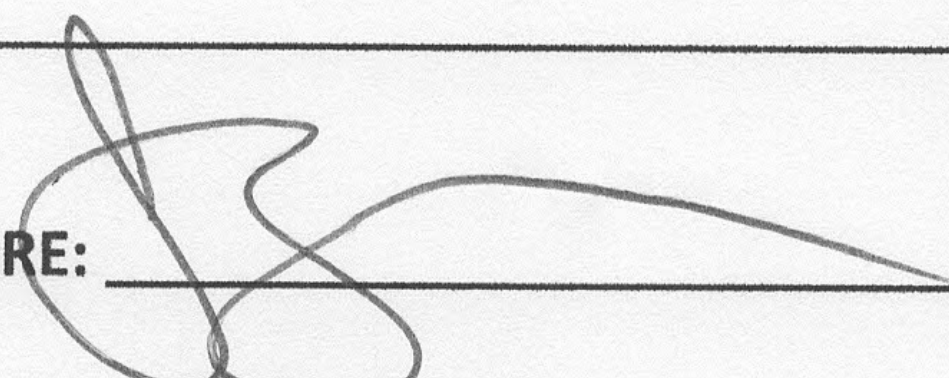
The following changes are applicable to the original documents and specifications of **ITB 23-27**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Justin Peeler **TITLE:** President

ADDRESS: 161 SW Covey Court

CITY: Lake City **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 8/17/2023

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS

1. Bidders are only to provide unit prices, however it is reasonable to assume purchase orders will exceed the bond thresholds stated in the bid document. It is reasonable to assume that a bid bond and performance bond is not required for bid submittal and that a performance and payment bond may be required on a purchase order basis? Yes
2. If bid bond is required for submittal and performance and payment bond is required for the master agreement (prior to issuance of purchase orders), please provide an estimated quantity breakdown and/or an engineer's estimate. This information is required from our surety company. The City's budget for FY 23-24 is \$800k. The street resurfacing project will be broken up into 2-3 phases.
3. Please confirm the liquidated damages of \$200 per calendar day for first twenty day and \$400 per day thereafter (from referenced construction contract sample on City's website).
Confirmed
4. Will federal money be used in this contract? No federal funds
5. The bond requirements are different between the ITB document specific to this project and the referenced general conditions from the City's website. Please advise. The bond requirements in the bid documents are the current City requirements.
6. Referenced general conditions from the City's website require builder's risk insurance.
 - a. Please confirm this requirement. Confirmed
 - b. If required, please confirm the City will accept a builder's risk policy on a per purchase order basis. Builders risk cannot be accessed until project location and scope is determined. Confirmed that City will accept builder's risk policy on a per purchase order basis.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

Federal Taxpayer ID: 59-0594298

Mailing Address: 1936 Lee Road, Suite 300

City, State, & Zip Code: Winter Park, FL 32789

Telephone: 407-645-5500 Fax: N/A

Email: asphalt@hubbard.com

Submitted By: P. Frederick O'Dea, Jr.

Title: VP/CFO/SEC/TRES

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Christopher White Title: Division Controller

Email Address: christopher.white@hubbard.com Phone: 904-309-5530

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"

BID PRICING FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Milling & Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, GREATER THAN 1000 SQ YD
Per SQ.YD Amount: \$ 18.65

- b) 1 – 1.5" Asphalt Milling, GREATER THAN 1000 SQ YD Per SQ.YD Amount: \$ 5.75

- c) Mobilization price is per event and consists of multiple runs milling and paving runs at VARIOUS locations. All paving work will be within a 5-mile radius.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- d) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above

Mobilization Lump Sum per event \$ 100.00

Milling & Patch Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ 54.60
- b) 1 – 1.5" mill existing asphalt, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ 23.70
- c) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above. **Mobilization price is per event and consists of multiple milling and paving runs at VARIOUS locations. All patchwork will be within a 5-mile radius.**

Mobilization Lump Sum per event \$ 100.00

Pavement Markings & Thermoplastic

- a) Striping/Marking of solid line
FDOT thermo-paint, Ref Section 710
GREATER THAN 1,000 LINEAR FEET Per. Linear Foot Amount: \$ 10.50
- b) Striping/Marking of solid line
FDOT THERMOPLASTIC, Ref Section 710
GREATER THAN 100 LINEAR FEET Per. Linear Foot Amount: \$ 104.80

THIS FORM MUST BE INCLUDED WITH 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 Fernandina Beach.
2. This sworn statement is submitted by (entity) Hubbard Construction Company whose business address is 1936 Lee Rd Suite 300 Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0594298 (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 P. Frederick O'Dea, Jr. and my relationship to the entity named above is VP/CFO/SEC/TRES.
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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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, must be a prim 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 must 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.)

P. Frederick O'Dea, Jr.
Page 14 of 21

08/14/2023
P. Frederick O'Dea, Jr.-VP/CFO/SEC/TRES

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

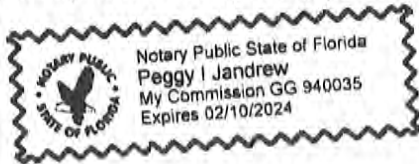
Signature

Date:

STATE OF FLORIDA
COUNTY OF Orange

P. Frederick O'Dea, 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 14th day of Aug, 2023, and is personally known to me, or has provided N/A as identification.



Notary Public

Peggy I. Jandrew

My Commission expires: 02/10/2024

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 must:

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: Hubbard Construction Company

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

CITY: Winter Park STATE: FL ZIP CODE: 32789

SIGNATURE: *P. Frederick O'Dea, Jr.* PHONE: 407-645-5500

NAME (TYPED OR PRINTED): P. Frederick O'Dea, Jr. TITLE: VP/CFO/SEC/TRES

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS**

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: 23-27

Project Description: Milling, paving, patching, striping of asphalt
roads and parking lots

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: Hubbard Construction Company

Authorized Signature: P. Frederick O'Dea, Jr.

Title: P. Frederick O'Dea, Jr. - VP/CFO/SEC/TRES

Date: 08/14/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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: P. Frederick O'Dea, Jr. Title: VP/CFO/SEC/TRES

Signature: P. Frederick O'Dea Date: 08/14/2023

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 Fernandina Beach.

This sworn statement is submitted by (entity) Hubbard Construction Company whose business address is 1936 Lee Rd Suite 300 Winter Pk, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0594298 (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 P. Frederick O'Dea, Jr. and my relationship to the entity named above is VP/CFO/SEC/TRES.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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.

P. Frederick O'Dea, Jr.
Signature

08/14/2023
Date:

STATE OF FLORIDA

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of August, 2023, and is personally known to me, or has provided N/A as identification.

Peggy I. Jandrew
Notary Signature

My Commission expires: 02/10/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

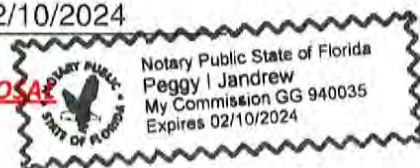


EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

This sworn statement is submitted by (entity) Hubbard Construction Company whose business address is 1936 Lee Rd Suite 300 Winter Pk, FL 32789

and (if applicable) Federal Employer Identification Number (FEIN) is 59-0594298 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A.)

P. Frederick O'Dea, Jr.

My name is _____ and my relationship to the entity named above is VP/CFO/SEC/TRES.

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;

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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.

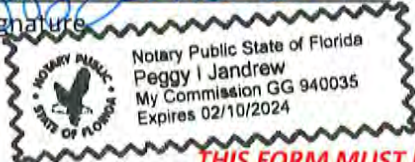
P. Fernandez W. W. 08/14/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of August, 2023, and is personally known to me, or has provided N/A as identification.

Peggy Jandrew
Notary Signature

My Commission expires: 02/10/2024



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

YES ☒ NO ☐ See attached spreadsheet

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 will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Hubbard Construction Company

Firm

Date

08/14/2023

P. Frederick O'Dea, Jr.

Authorized Signature

P. Frederick O'Dea, Jr.-VP/CFO/SEC/TRES

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Hubbard Construction Company
List of Public Contract Litigation (Last 10 Years)

Project No.	Year Filed	Counterparty	Project Owner	Project	Description
30036	2016	Stephen J. Dibbs and North Dale Development Ltd.	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-55/US19 Reconstruction	Plaintiff sued Hubbard and FDOT alleging non-payment for fill dirt supplied to project. Hubbard defended vigorously as material did not meet specs. Settled before trial, dismissed.
65073	2015	W. W. Engineering Inc. and NGM Insurance Company	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	Cassat & Blanding Blvd.	Hubbard defaulted/terminated pipe liner Sub (WWE) for non-performance and sued Sub and its Surety for cost to complete and delay damages. Sub counterclaimed and brought a 3 rd party claim against Hubbard's surety for wrongful termination damages. Settled at mediation in June 2016. <u>Owner was not a party to case.</u>
20121	2019	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR21 (Blanding Blvd)	Hubbard filed a complaint 01/14/2019 for breach of contract due to significant and numerous delays by Owner which increased the cost of Hubbard's work. Settled before trial and Hubbard withdrew complaint.
20122	2019	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR10 (Atlantic Blvd)	Hubbard filed a complaint 01/14/2019 for breach of contract due to significant and numerous delays by Owner which increased the cost of Hubbard's work. Settled before trial and Hubbard withdrew complaint.
70039	2020	AKCA, Inc.	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-9/I-95 Express Lanes	Hubbard directed its subcontractor to complete warranty work per the subcontract. Subcontractor refused. Hubbard completed the work and set off the cost to complete. Subcontractor sued Hubbard and its payment bond surety for alleged monies due. This matter was settled in December 2021. <u>Owner is not a party to the case.</u>

Updated 07.26.23

Project No.	Year Filed	Counterparty	Project Owner	Project	Description
GDOT CSSNHS- 008-00(256)	2019	LBH Engineers	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. LBH sued Hubbard (along with the JV, the designer, and other parties) for alleged patent infringement related to the design of partially poured concrete beams. Owner was also a named defendant in the case but was dismissed on motion. The case was settled before trial in June 2021.
70039	2020	Central Florida Underground	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-9/I-95 Express Lanes	Central Florida Underground ("CFU") filed for binding arbitration under the AAA for outstanding retainage held by Hubbard to complete the subcontractor's scope of work. The case was settled prior to arbitration in September 2020.
70039	2016	Fidelity & Deposit Company of Maryland	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-9/I-95 Express Lanes	Hubbard terminated its subcontractor for ITS work on the project. Subcontractor's surety, F&D, completed the subcontractor's work and a dispute arose between Hubbard and F&D over monies allegedly owed to F&D and damages suffered by Hubbard as a result of the subcontractor's default. Jury Trial was held in Sept. 2022 with verdict returned 100% for Hubbard.
GDOT CSSNHS- 008-00(256)	2020	Parsons RECo Berkel Tricore	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. In September 2020, JV initiated arbitration proceedings against several parties associated with the construction of MSE walls and related defect repairs and delays. <u>Owner is not a party to this case.</u> This issue was settled before hearing in June 2023.
GDOT CSSNHS- 008-00(256)	2020	Hubert Properties	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990	Northwest Corridor Express Lanes (GA)	In early 2020, Hubert Properties sued GDOT for trespass (using more property than taken in government condemnation). GDOT tendered defense to the JV under indemnity obligations. Discovery is ongoing.

Updated 07.26.23

Project No.	Year Filed	Counterparty	Project Owner	Project	Description
E4K49 6073	2020	Ranger Construction	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	I-95 Express Lanes from North of Golden Glades to South of Broward Boulevard	Ranger was a subcontractor to Hubbard that performed paving work on unit prices. Due to extended project durations (caused by other issues outside Hubbard's control), Ranger sued Hubbard for escalated unit rates. <u>Owner is not a party to this case.</u> This case settled before trial in May 2021.
CFX 6011.010430	2021	Mack Industries	Central Florida Expressway Authority ("CFX") 4974 ORL Tower Road Orlando, FL 32807 Tel 407-690-5000 Fax 407-690-5011 info@CFXway.com	SR 417 Widening from Econlockhatchee to Seminole County	Mack Industries sued Hubbard and its bonding company over alleged non-payment after certain work was deducted from their subcontract scope. This matter was settled before trial in October 2021. <u>Owner is not a party to this case.</u>
N/A	2019	Caravan Hotel Properties	Caravan Hotel Properties, LLC Orange County, FL	Clarion Inn & Suites Renovation	After a payment dispute arose, Hubbard filed a lien against the owner's property. Payment was eventually made and the plaintiff sued Hubbard alleging it failed to discharge the lien in a timely manner. This matter was settled in September 2021. <u>The Owner was not a party to this case.</u>
70039	2022	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-9/I-95 Express Lanes	FDOT directed Hubbard to perform certain repairs to vertical sign structures that were alleged to have cracks near the base. Hubbard does not agree that this was required by its contractual warranty obligations. Hubbard initiated an arbitration proceeding at the State Arbitration Board in June 2022 (pending).
E1V43 FPID 436673-1- 52-01	2023	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR35(US98) W. Socrum Loop Road to CR54 in Polk County	Hubbard filed a bid protest related to a design build project award. This protest was resolved and voluntarily dismissed before assignment to an administrative judge.

No stop notices have been filed and no terminations for cause have occurred on work undertaken by Hubbard. A few projects were temporarily suspended by owners due to impacts caused by COVID-19 and Hubbard cooperated with Owner directives to mitigate those impacts.

Hubbard performs over \$300,000,000 of construction each year and in the ordinary course of its business is subject to various claims, disputes, termination, arbitrations, and other legal proceedings which are customary in the industry. This list does not include customary project-level disputes or claims, efforts to secure payment from outstanding debtors, or other personal injury or other covered insurance claims (that are handled by the Company's general liability carrier).

Pending
Against Owner

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 23-27**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: P. Frederick O'Dea, Jr. TITLE: VP/CFO/SEC/TRES

ADDRESS: 1936 Lee Road, Suite 300

CITY: Winter Park STATE: Florida

AUTHORIZED SIGNATURE: *P. Frederick O'Dea* DATE: 8/15/23

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

HUBBARD CONSTRUCTION COMPANY
1936 Lee Road, Suite 300
Winter Park, FL 32789

SURETY:

(Name, legal status and principal place
of business)

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

CITY OF FERNANDINA BEACH

204 Ash Street, Fernandina Beach, FL 32034-4230

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Milling, Paving, Patching, Striping of Asphalt Roads and Parking Lots.

Project Number, if any: 23-27

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2023


(Witness)

HUBBARD CONSTRUCTION COMPANY

(Principal)


(Title)

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)


(Title)

(Seal)

Pedro Gonzalez Jr., 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: **8207389-016018**

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, Claudette Alexander Hunt, Pedro Gonzalez, Jr.

all of the city of Miami 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 24th day of February, 2022.



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 24th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 9th day of August, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities.....	9,206,000,954
Other Admitted Assets.....	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T. Mikolajewski

Assistant Secretary

Project References

Contract Name	Client	Contact	Original Contract Amount	Final Contract Amount	Start	Finish	Scope of Work
(21-22-54) CR 220 @ TOWN CENTER BLVD	CLAY COUNTY BCC 477 HOUSTON ST GREEN COVE SPRINGS, FL 32043	"AS SUBCONTRACTOR TO HCC"	\$ 207,724		5/15/2023		TURN LANE WIDENING & INTERSECTION RESURFACING
(-) OYSTER CREEK (FINAL LIFT)	LENNAR HOMES, LLC 9440 PHILLIPS HWY JACKSONVILLE, FL 32256	CHRIS YOUNG LAND DEVELOPMENT MANAGER 904-380-0778	\$ 151,280		10/14/2021		FINAL ASPHALT LIFT AND CONCRETE CURB REPAIRS
(21-97) COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES	ST. JOHNS COUNTY PURCHASING DEPARTMENT 500 SAN SEBASTIAN VIEW ST. AUGUSTINE, FL 32084	TOMMY MASHBURN PROJECT MANAGER - PUBLIC WORKS 904-209-0184 TMASHBURN@SJCFLUS	\$ 1,348,627		10/25/2022		FY22 TASK ORDER #1: MILLING AND RESURFACING SOUTHLAKE, THE VINNINGS, TIGER CREEK, VILLAGE GREEN, AND IVY LAKES
(21-97) COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES	ST. JOHNS COUNTY PURCHASING DEPARTMENT 500 SAN SEBASTIAN VIEW ST. AUGUSTINE, FL 32084	TOMMY MASHBURN PROJECT MANAGER - PUBLIC WORKS 904-209-0184 TMASHBURN@SJCFLUS	\$ 1,229,074		10/25/2021		FY22 TASK ORDER #2: MILLING AND RESURFACING ANASTASIA ISLAND, SOUTH BEACH, ST. AUGUSTINE BEACH, MOSES CREEK, SILVERCREEK, AND PALMO FISH CAMP
(21-97) COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES	ST. JOHNS COUNTY PURCHASING DEPARTMENT 500 SAN SEBASTIAN VIEW ST. AUGUSTINE, FL 32084	TOMMY MASHBURN PROJECT MANAGER - PUBLIC WORKS 904-209-0184 TMASHBURN@SJCFLUS	\$ 158,473		1/19/2022		FY22 TASK ORDER #3: MILLING AND RESURFACING VILANO BOAT RAMP
(21-97) COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES	ST. JOHNS COUNTY PURCHASING DEPARTMENT 500 SAN SEBASTIAN VIEW ST. AUGUSTINE, FL 32084	TOMMY MASHBURN PROJECT MANAGER - PUBLIC WORKS 904-209-0184 TMASHBURN@SJCFLUS	\$ 1,516,524		2/3/2022		FY22 TASK ORDER #4: MILLING AND RESURFACING PONTE VEDRA BLVD, DOLPHIN COVE, AND BARTRAM TRL
(-) WINDWARD RANCH (FINAL LIFT)	LENNAR HOMES, LLC 9440 PHILLIPS HWY JACKSONVILLE, FL 32256	GINNY FEINER LAND DEVELOPMENT MANAGER 904-380-0778 GINNY.FEINER@LENNAR.COM	\$ 339,073		3/1/2022		FINAL ASPHALT LIFT AND CONCRETE CURB REPAIRS
(21-97) COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES	ST. JOHNS COUNTY PURCHASING DEPARTMENT 500 SAN SEBASTIAN VIEW ST. AUGUSTINE, FL 32084	TOMMY MASHBURN PROJECT MANAGER - PUBLIC WORKS 904-209-0184 TMASHBURN@SJCFLUS	\$ 1,882,517		4/5/2022		TASK ORDER #5: MILLING AND RESURFACING ST. AUGUSTINE SHORES, FAVER DYKES RD, KINGS RD, CR 13 N, AND OLD CR 210
(-) SPCA RESURFACING	MARSH LANDING MANAGEMENT COMPANY 4200 MARSH LANDING BLVD, SUITE 200 JACKSONVILLE, FL 32250	TRIPP RICHLAND 904-591-8047 TRICHLAND@MARSHLANDING.ORG	\$ 760,435		5/19/2022		MILLING AND RESURFACING VARIOUS ROADS AT SAWGRASS PLAYERS CLUB ASSOCIATION
(-) FOX RIDGE	LENNAR HOMES, LLC 9440 PHILLIPS HWY JACKSONVILLE, FL 32256	JONATHAN SIMMONS LAND DEVELOPMENT MANAGER 904-380-0778	\$ 100,339		6/15/2022		CONCRETE CURB AND SIDEWALK REPAIRS

Project References

[illegible]

Project References

[illegible]

Request for Taxpayer Identification Number and Certification

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

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

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. Hubbard Construction Company	
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=S 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) <u>5</u> Exemption from FATCA reporting code (if any) <u>N/A</u> (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1936 Lee Road, Suite 300	Requester's name and address (optional)
6 City, state, and ZIP code Winter Park, FL 32789	
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	-	0	5	9	4	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Carmer

Date ►

8/16/23

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.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
09/30/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td>American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D:</td><td>National Fire & Marine Insurance Company</td><td>20079</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	XL Specialty Insurance Company	37885	INSURER C:	American Zurich Insurance Company	40142	INSURER D:	National Fire & Marine Insurance Company	20079	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Zurich American Insurance Company	16535																				
INSURER B:	XL Specialty Insurance Company	37885																				
INSURER C:	American Zurich Insurance Company	40142																				
INSURER D:	National Fire & Marine Insurance Company	20079																				
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** W26224997 **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 ☒ PRO-JECT ☐ LOC OTHER:			GLO0184998-07	10/01/2022	10/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 10,000,000		\$
EACH OCCURRENCE	\$ 5,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 15,000																				
PERSONAL & ADV INJURY	\$ 5,000,000																				
GENERAL AGGREGATE	\$ 10,000,000																				
PRODUCTS - COMP/OP AGG	\$ 10,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP0184997-07	10/01/2022	10/01/2023	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00064220LI22A	10/01/2022	10/01/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ No	N/A		WC0184999-07	10/01/2022	10/01/2023	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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						
☒ 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	Contractors Equipment Leased/Rented/Borrowed Equipment			CPP8693791-02	10/01/2022	10/01/2023	<table border="1"><tr><td>Per Occurrence</td><td>\$75,000,000</td></tr><tr><td>any one item/ per occ</td><td>\$5,000,000</td></tr><tr><td>Deductible</td><td>\$100,000</td></tr></table>	Per Occurrence	\$75,000,000	any one item/ per occ	\$5,000,000	Deductible	\$100,000								
Per Occurrence	\$75,000,000																				
any one item/ per occ	\$5,000,000																				
Deductible	\$100,000																				

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

Evidence of Coverage.

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.
SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

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

Charles T. Draper

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Deductible: \$500,000. Umbrella is follow-form Primary policies

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company

NAIC#: 20079

POLICY NUMBER: 42CNP308923-04 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each CLaim	\$10,000,000
	Aggregate	\$10,000,000

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: MBR7916193-02 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Builders Risk/Installatio	Special form incl per	\$10,000,000
Water Damage	theft	\$10,000,000
Transit	Limit	\$10,000,000

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company

NAIC#: 20079

POLICY NUMBER: 42CPL308939-04 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Claim Limit	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$100,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535
 POLICY NUMBER: CPP8693791-02 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Blanket Building and	Policy Limit- Special	\$100,000,000
Personal Property	incl theft, Repl Cost	\$60,000,000
Blkt Business Income	Extra Expense	

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535
 POLICY NUMBER: AEC 09139824-16 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Umbrella Liability	Per Occurrence	\$15,000,000
	Aggregate	\$15,000,000
	Prod & Comp Ops Agg	\$15,000,000

2022 EXPIRES 9/30/2023 5000-1063956
5000 BUSINESS OFFICE \$50.00 1000 EMPLOYEES 1801 CERTIFIED GENERAL C \$30.00 1 EMPLOYEE

TOTAL TAX \$80.00
PREVIOUSLY PAID \$80.00
TOTAL DUE \$0.00

CAHILL ALAN M- PRESIDENT
KANADAY JOSEPH MICHAEL- QUALIFIER

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD

WINTER PARK FL 32789-7229

1936 LEE RD
B - WINTER PARK, 32789

PAID: \$80.00 0099-01056734 7/19/2022

Tax Collector Scott Randolph

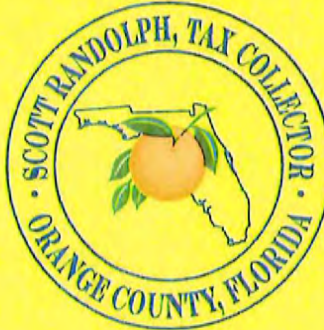
Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 EXPIRES 9/30/2023 5000-1063956
5000 BUSINESS OFFICE \$50.00 1000 EMPLOYEES 1801 CERTIFIED GENERAL C \$30.00 1 EMPLOYEE

TOTAL TAX \$80.00
PREVIOUSLY PAID \$80.00
TOTAL DUE \$0.00



CAHILL ALAN M- PRESIDENT
KANADAY JOSEPH MICHAEL- QUALIFIER

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD

WINTER PARK FL 32789-7229

1936 LEE RD
B - WINTER PARK, 32789

PAID: \$80.00 0099-01056734 7/19/2022

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



Ron DeSantis, Governor

Melanie S. Griffin, 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

KANADAY, JOSEPH MICHAEL

HUBBARD CONSTRUCTION COMPANY
PO BOX 547217
ORLANDO FL 32854

LICENSE NUMBER: CGC059695

EXPIRATION DATE: AUGUST 31, 2024

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.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 03, 2023

HUBBARD CONSTRUCTION COMPANY
1936 LEE ROAD, SUITE 300
WINTER PARK, FLORIDA 32789

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, DRIVEWAYS, IRRIGATION, LIFT STATION, MILLING, PILE DRIVING, RETAINING WALLS, RIP RAP, RUBBLE RIP RAP, SOUNDWALLS, WETLAND MITIGATION AND UNDERGROUND UTILITIES.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

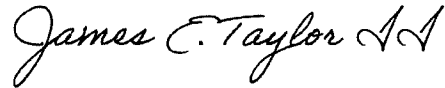
Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company 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 the 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 the company has performed such work.

HUBBARD CONSTRUCTION COMPANY
May 8, 2023
Page Two

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,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "J" and "T".

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg



THIS IS TO CERTIFY, that the Board of Directors of Hubbard Construction Company, at its January 4, 2023 meeting, on motion duly made, seconded and unanimously carried, authorized Patrick Sulliot, Chairman of the Board, Alan M. Cahill, President and CEO, P. Frederick O'Dea, Jr., Vice President, CFO, Secretary & Treasurer, Thomas O. Craft, Senior Vice President, Gregory T. Gledhill, General Counsel and Assistant Secretary and William Dumas, Assistant Secretary to execute Change Orders and Contracts on behalf of the Corporation, effective on or after January 1, 2023.

A handwritten signature in blue ink, reading 'P. Frederick O'Dea, Jr.', is written over a horizontal line.

P. Frederick O'Dea, Jr., Secretary

Hubbard Construction Company

P.O. Box 547217 – Winter Park, FL 32854
1936 Lee Road, Suite 300 – Winter Park FL, 32789
T/ 407-645-5500
www.hubbard.com

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **MILLING OF EXISTING ASPHALTIC CONCRETE ROADWAYS AND PARKING LOT RESURFACING USING TYPES-1 OR TYPE S-3 ASPHALT; STREET ASPHALT PATCHING AND PAVING LESS THAN 1,000 TOTAL SQUARE YARDS; CENTERLINING, PAVEMENT MARKERS AND THERMPLASTIC APPLICATION.**

The City will receive sealed bids at the location stated below not later than **2:30pm, August 17, 2023.**

Any submittal received after the above stated time and date will not be considered. It will 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 will be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2023-2024 budget.

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

The original bid submittal (**1 original, 2 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 #23-27** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #23-27**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid must be submitted on the specified **Contact Sheet (1 original, 3 copies1 electronic copy, CD or thumb drive)**, hereto attached as **"Exhibit A"**, **Bid Pricing Form** herein attached as **"Exhibit A-1"**. The person signing the Bid Response Form must have the authority to bind the proposer to the Bid. All information on the Bid form must be provided, or the Bid may not be accepted.

The competitive sealed Bid must 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"**.

FIRM SHALL SIGN AND INCLUDE EXHIBITS "A-H". Failure to so, may result in rejection of the bid.

An example of the City of Fernandina Beach contract is included in this bid packet.

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.

SPECIFICATIONS AND SCOPE:

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

MILLING AND PAVING OF EXISTING ASPHALT ROADS AND PARKING LOTS USING TYPE S-1 and S-3 ASPHALT BETWEEN 1,000 – 50,000 square yards

Contractor is to furnish all supervision, labor, equipment, maintenance of traffic and other material necessary to mill and lay asphalt. Subcontractors must be insured for the coverage limits required by the City and meet Drug Free workplace requirements.

Contractor will be required to meet all FDOT requirements and will be responsible for managing all pedestrian and vehicle traffic control and site clean-up.

Type S1 -and Type S3 Asphalt must comply with Florida Department of Transportation Standards Manual specifications.

Material and installation bid is to be quoted per SQUARE YARD indicating price break intervals based on quantity.

Milling Bid is to be quoted per SQUARE YARD indicating price break levels based on quantity.

Targeted date for start of work is 21 days from notice to proceed, depending upon weather.

PATCH PAVING OF EXISTING ASPHALT ROADS AND PARKING LOTS USING TYPE S-1 and S-3 ASPHALT LESS THAN 1,000 square yards

Utility cut patching with asphalt up to 2" thick. Typical job will be in a number of locations within active City streets. Contractor will be required to remove excess lime rock, cold mix, or asphalt to obtain min 2" depth. Contractor will be required to saw-cut asphalt as needed. Patching must be completed within 21 days of request.

The Contractor must finish to grade, sand seal, and place asphalt pavement per FDOT standards at various locations throughout the City. Typical job will be between 50 and 1,000 square yards and will be within active City streets. The City of Fernandina Beach will provide lime rock and grading to within 2" of finished grade.

Patch paving will be completed in a timely manner after notice to proceed and coordinated with the City's Street Maintenance Manager. Targeted date for start of work is 21 days from notice to proceed, depending upon weather.

QUALIFICATIONS:

This is a continuing contract and there is no guaranteed minimum amount that will be awarded. Amounts shown on Exhibit "A-1", Bid Pricing Form, are to be used solely for purposes of establishing unit prices for work performed during the life of the contract.

The City of Fernandina Beach reserves the right to increase or decrease estimated annual quantities to meet additional or reduced requirements based on the City's budget.

Contractor will be required to comply with FDOT specifications and requirements. Contractor will be responsible for all maintenance of traffic through job completion. No separate payment must be made for maintenance of traffic. All clean up and disposal of excess material will be the Contractor's responsibility.

Surcharges or fees will not be permitted unless identified and quoted in the original bid and included in the final contract. **Pricing must remain firm through contract duration, October 1, 2023 through September 30, 2024.**

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

The length of this agreement shall be one year, with two one-year renewals possible based on the mutual consent of both parties.

In addition to any State or Federal required licensing or certifications, bidder must show that they are legally licensed to operate in the State of Florida and are properly licensed in their local municipality according to Ch. 489 Florida Statutes. If such municipality does not require occupational/business license they must provide documentation that states such licensing is not required. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Contract may be terminated by either party with 60 days written notification.

AWARD

Award recommendation will be awarded 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 can be downloaded online at www.fbfl.us/bids. Any questions regarding the bid package can be directed in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

Specification questions during the bid period must be submitted in writing to Wanda Weeks at wweeks@fbfl.org.

Bidders are hereby put on notice that no contact will 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** days before bid opening.

If there is an Addendum it becomes part of the original Bid and must 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.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID** - INVITATION TO BID will be prepared in accordance with the following:
 - a. The enclosed Contact Sheet attached hereto as "Exhibit A" and Bid Form, attached hereto as "Exhibit A-1", must be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet and Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices must be shown and where there is an error in extension of price, the unit price will 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 must 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.*

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- 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 must be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BID

- a. Bids and changes thereto must 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 must be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BID

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

4. WITHDRAWAL OF BID

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

5. LATE BID

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders must comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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

8. NOT RESPONSIBLE FOR COSTS

- a. The City will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder must enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond must be for an amount not less than five percent (5%) of the Bid price and must 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 must be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid security.

Payment and Performance Bond must 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 must 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 must be in the amount of the bid.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The 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 will 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 must 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 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,

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR 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 (\$1,000,000.00) 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.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- 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 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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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 must be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System

(EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov>. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS 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.

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "A-1"	Bid Pricing Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure

EXHIBIT "A"
CONTACT SHEET

Name: R. M. Harvey rmh@mclainsitesolutions.com (904) 622-7956

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

Federal Taxpayer ID: 88-1137927

Mailing Address: 7029 Commonwealth Ave. Suite 5

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

Telephone: (904) 374-6979 Fax: N/A

Email: estimating@mclainsitesolutions.com

Submitted By: Nick McIn - McIn Site Solutions, Incorporated

Nick McIn

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Lissandra Williams Title: Accounts Manager

Email Address: accounting@mclainsitesolutions.com Phone: (904) 374-6979

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"

BID PRICING FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Milling & Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, GREATER THAN 1000 SQ YD

Per SQ.YD Amount: \$ 23.50

- b) 1 – 1.5" Asphalt Milling, GREATER THAN 1000 SQ YD

Per SQ.YD Amount: \$ 7.67

- c) Mobilization price is per event and consists of multiple runs milling and paving runs at VARIOUS locations. All paving work will be within a 5-mile radius.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

- d) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above

Mobilization Lump Sum per event \$ 3318.00

Milling & Patch Paving

- a) 1 – 1.5" Asphalt Paving, Type S1 – S3, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ 23.63

- b) 1 – 1.5" mill existing asphalt, LESS THAN 1000 SQ YD Per SQ.YD Amount: \$ 13.57

- c) **MOBILIZATION** - includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above. **Mobilization** price is per event and consists of multiple milling and paving runs at **VARIOUS** locations. All patchwork will be within a 5-mile radius.

Mobilization Lump Sum per event \$ 3318.00

Pavement Markings & Thermoplastic

- a) Striping/Marking of solid line
FDOT thermo-paint, Ref Section 710
GREATER THAN 1,000 LINEAR FEET Per. Linear Foot Amount: \$ 1.63

- b) Striping/Marking of solid line
FDOT THERMOPLASTIC, Ref Section 710
GREATER THAN 100 LINEAR FEET Per. Linear Foot Amount: \$ 3.27

THIS FORM MUST BE INCLUDED WITH 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 ITB 23-27 Milling & Paving
2. This sworn statement is submitted by (entity) Mclain Site Solutions, Inc. whose business address is 7029 Commonwealth Ave. Suite 5 and (if applicable) Federal Employer Identification Number (FEIN) is 88-1137927 (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 Nick Mclain and my relationship to the entity named above is President *Nick Mclain*
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

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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, must be a prim 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 must 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.)

Nick Miller

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

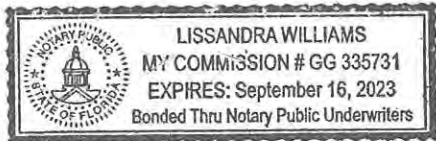
Signature

Date:

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, 17th who, after first being sworn by me, affixed his/her signature at the space provided above on this Aug, 2023 and is personally known to me, or has provided _____ as identification.



Notary Public [Signature]

My Commission expires: 9-16-23

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 must:

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: Mclain Site Solutions, Inc.

[Signature: Nick Mclain]

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

CITY: Jacksonville STATE: FL ZIP CODE: 32220

SIGNATURE: Nick McL PHONE: (904) 374-6979

NAME (TYPED OR PRINTED): Nick McLain TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: Invitation to Bid 23-27

Project Description: Milling, Paving, Patching, Striping of Asphalt Roads
and Parking Lots

I/FIRM acknowledges and agrees to the following:

I/FIRM will 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: Nick McClain - McClain Site Solutions, Incorporated

Authorized Signature: Nick McClain

Title: President

Date: August 17, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"
PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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: Nick McClain Title: President

Signature: Nick McClain Date: August, 17 2023

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 ITB 23-27.

This sworn statement is submitted by (entity) McClain Site Solutions, Inc. whose business address is 7029 Commonwealth Ave. Suite 5 and (if applicable) Federal Employer Identification Number (FEIN) is 88-1137927 (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 Nick McClain and my relationship to the entity named above is President.

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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.

Nick McLain August 17, 2023
Signature Date:

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17th day of Aug., 2023, and is personally known to me, or has provided _____ as identification.

[Signature]

My Commission expires: 9.16.23

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 23-27.

This sworn statement is submitted by (entity) McLain Site Solutions, Inc. whose business address is 7029 Commonwealth Ave. Suite 5 and (if applicable) Federal Employer Identification Number (FEIN) is 88-1137927 (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 Nick McLain 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;

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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.

Nick Milne
Signature

August 17, 2023
Date:

STATE OF FLORIDA
COUNTY OF Duval

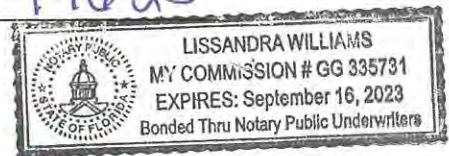
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 17th day of Aug, 2023 and is personally known to me, or has provided _____ as identification.

[Signature]

Notary Signature

My Commission expires:

9.16.23



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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?

CITY OF FERNANDINA BEACH, FLORIDA

INVITATION TO BID 23-27

MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS

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.

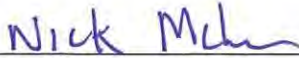
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Mclain Site Solutions, Incorporated

August 17, 2023

Firm

Date



Nick Mclain, President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
**MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS**

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

ADDENDUM No. 1

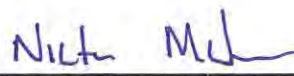
The following changes are applicable to the original documents and specifications of **ITB 23-27**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Nick McLain TITLE: President

ADDRESS: 7029 Commonwealth Ave. Suite 5

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE:  DATE: August 17, 2023

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For ITB 23-27
MILLING, PAVING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING
LOTS

1. Bidders are only to provide unit prices, however it is reasonable to assume purchase orders will exceed the bond thresholds stated in the bid document. It is reasonable to assume that a bid bond and performance bond is not required for bid submittal and that a performance and payment bond may be required on a purchase order basis? **Yes**
2. If bid bond is required for submittal and performance and payment bond is required for the master agreement (prior to issuance of purchase orders), please provide an estimated quantity breakdown and/or an engineer's estimate. This information is required from our surety company. **The City's budget for FY 23-24 is \$800k. The street resurfacing project will be broken up into 2-3 phases.**
3. Please confirm the liquidated damages of \$200 per calendar day for first twenty day and \$400 per day thereafter (from referenced construction contract sample on City's website).
Confirmed
4. Will federal money be used in this contract? **No federal funds**
5. The bond requirements are different between the ITB document specific to this project and the referenced general conditions from the City's website. Please advise. **The bond requirements in the bid documents are the current City requirements.**
6. Referenced general conditions from the City's website require builder's risk insurance.
 - a. Please confirm this requirement. **Confirmed**
 - b. If required, please confirm the City will accept a builder's risk policy on a per purchase order basis. Builders risk cannot be accessed until project location and scope is determined. **Confirmed that City will accept builder's risk policy on a per purchase order basis.**

CITY OF FERNNDINA BEACH FLORIDA
ITB 23-27 ASPHALT MILLING, PATCHING, STRIPING OF ASPHALT ROADS AND PARKING LOTS
AUGUST 17, 2023 BID OPENING 2:30PM
OPENED BY JEREMIAH GLISSON AND WANDA WEAKS

		Creative Concrete Design of Columbia County, Inc., Lake City, FL		McClain Site Solutions, Inc., Jacksonville, FL		Hubbard Construction Company, Winter Park, FL
	DATE/TIME	08/17/2023 1:52PM		08/17/2023 2:07PM		08/17/2023 2:03PM
	EXHIBITS A-H	√		√		√
	ADDENDUM NO 1-2	√		√		√
MILLING AND PAVING -						
a) 1-1.5" Asphalt Paving, Type S1-S3 GREATER THAN 1000 SQ YDS	Per SQ.YD. Amount:	49.50		23.50		18.65
b) 1-1.5" Asphalt Milling, GREATER THAN 1000 SQ YDS	Per SQ.YD. Amount:	9.50		7.67		5.75
c) MOBILIZATION price is per event and consists of mutiple runs milling and paving runs at VARIOUS LOCATIONS. All paving work will be within a 5-mile radius. MOBILIZATION includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above	Mobilization Lump Sum per event	36,000.00		3,318.00		100.00

MILLING AND PATCH PAVING -						
a) 1-1.5" Asphalt Paving, Type S1-S3 LESS THAN 1000 SQ YDS	Per SQ.YD. Amount:	72.00		23.63		54.60
b) 1-1.5" Asphalt Milling, LESS THAN 1000 SQ YDS	Per SQ.YD. Amount:	12.00		13.57		23.70
c) MOBILIZATION price is per event and consists of mutiple runs milling and paving runs at VARIOUS LOCATIONS. All paving work will be within a 5-mile radius. MOBILIZATION includes general conditions, bonds, insurance, maintenance of traffic and other work related to performance of the work not included in the unit prices listed above	Mobilization Lump Sum per event	36,000.00		3,318.00		100.00

PAVEMENT MARKINGS AND THERMOPLASTIC						
a) Striping/Marking of solid line FDOT thermo-paint, Ref Section 710 GREATER THAN 1000 LINEAR FEET	Per Linear Foot	2.00		1.63		10.50
a) Striping/Marking of solid line THERMOPLASTIC FDOT , Ref Section 711 GREATER THAN 1000 LINEAR FEET	Per SQ.YD.	7.75		3.27		104.80

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-150
Proposal Approval and Budget Transfer - Alliant Engineering, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-150.

SYNOPSIS: The City solicited a proposal from Alliant Engineering, Inc., an approved Consultants Competitive Negotiation Act (CCNA) civil engineering consultant, to perform the engineering, design and project management of the upgrades and relocation of Lift Stations #3 and #18 of the sanitary sewer system which the City owns, operates, and maintains.

Sanitary sewer Lift Station #3, located within Central Park, is undersized, aged, in need of an upgrade and relocation due to odor complaints and lack of access for maintenance vehicles. Additionally, sanitary sewer Lift Station #18, located in the Suzan Court cul-de-sac, is prone to flooding, requiring relocation to a higher elevation.

Alliant Engineering, Inc. provided proposals for the engineering, design and project management of the upgrades and relocation of Lift Stations #3 and #18, in an amount not to exceed \$106,390.00, attached hereto as Exhibit A and B. Staff recommends a reallocation to the Fiscal Year 2023/2024 budget by transferring \$15,800.00 from the Wastewater Reserve account, 450 59990 into the Wastewater Professional Services account, 450 53100 to cover the cost and recommends approval in order to expedite the project and reduce City staff hours.

FISCAL IMPACT: Funds are available for transfer from the Wastewater Reserve account, 450 59990 into the Wastewater Professional Services account, 450 53100, in the amount of \$15,800.00 in fiscal year 2023/2024.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-150.

Andre Desilet, Utilities Director	8/8/2024
Kim Briley, Deputy City Clerk	8/8/2024
Alisha Brown, Budget Analyst	8/8/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

A handwritten signature in black ink, reading "Antoinette Brown".

Date: August 01, 2024

Submitted By: Antoinette Brown, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2024-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM ALLIANT ENGINEERING, INC. FOR ENGINEERING, DESIGN, AND PROJECT MANAGEMENT OF THE UPGRADES AND RELOCATION OF THE CITY'S SANITARY SEWER LIFT STATIONS #3 AND #18; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Alliant Engineering, Inc., an approved Consultants Competitive Negotiation Act (CCNA) civil engineering consultant, to perform the engineering, design and project management of the upgrades and relocation of Lift Stations #3 and #18 of the sanitary sewer system which the City owns, operates, and maintains; and

WHEREAS, sanitary sewer Lift Station #3, located within Central Park, is undersized, aged, and in need of an upgrade and relocation due to odor complaints and lack of access for maintenance vehicles. Additionally, sanitary sewer Lift Station #18, located in the Suzan Court cul-de-sac, is prone to flooding, requiring relocation to a higher elevation; and

WHEREAS, Alliant Engineering, Inc. provided proposals for the engineering, design and project management of the upgrades and relocation of Lift Stations #3 and #18, in an amount not to exceed \$106,390.00, attached hereto as Exhibit A and B; and

WHEREAS, staff recommends a reallocation to the Fiscal Year 2023/2024 budget by transferring \$15,800.00 from the Wastewater Reserve account, 450 59990 into the Wastewater Professional Services account, 450 53100 to cover the cost.

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

SECTION 1. The City Commission hereby approves the proposal from Alliant Engineering, Inc. to perform engineering, design, and project management of the upgrades and relocations of Lift Stations #3 and #18, attached hereto as Exhibit A and B, in an amount not to exceed \$106,390.00.

SECTION 2. The City Commission hereby approves a reallocation to the Fiscal Year 2023/2024 budget by transferring \$15,800.00 from the Wastewater Reserve account, 450 59990 into the Wastewater Professional Services account, 450 53100 to cover costs.

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

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

ADOPTED this 21st day of August 2024.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

BRADLEY M. BEAN
Commissioner - Mayor

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney



ALLIANT

Professional Services Agreement Between Owner/Developer and Design Professional

This AGREEMENT is entered into on the ____ day of _____ in the year 2024, between the following entities (referred to in this Agreement as "the Parties"):

The **Owner/Developer** (hereafter "Client"):

Mr. Andre Desilet, PE
City of Fernandina Beach
1180 S 5th St,
Fernandina Beach, FL 32034
Hereinafter referred to as Client

and the **Design Professional** (hereafter "Alliant"):

Alliant Engineering, Inc.
10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256

for the following **Project**:

Lift Station #3 Rehabilitation
Engineering, Plan & Construction Document Preparation & Permitting

Client and Alliant enter this contract for the following Scope of Work and pricing as set forth below, subject to the attached Terms and Conditions and the City of Fernandina Beach Agreement to Provide Professional Services that are incorporated herein by reference and binding on the parties to this Agreement:

Dear Mr. Desilet,

Alliant Engineering, Inc. (Alliant) is pleased to present you this Letter of Agreement for Professional Services for the above referenced project. We look forward to working with you and the city in the development of this project.

Project Understanding:

Lift Station 3 (LS3) is one of several sanitary sewer lift stations owned and maintained by the City of Fernandina Beach. LS3 is located within Central Park, with the existing site being close to public activities, such as tennis courts and a children's playground and not easily accessible to maintenance vehicles. The odor from the lift station has been reported to be an issue. In addition, the lift station is undersized, dated and does not comply with current design standards or best practices. The purpose of the project is to upgrade and relocate the lift station to an alternate location within the park further from park activities with increased

~~www.alliant-inc.com~~
~~904.240.1351 Main~~

10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256

Bringing the lift station to current design standards and best practices and increasing the distance from areas of frequent pedestrian traffic and park facilities will also minimize odor control impacts to the public.

Additional supplemental improvements will also include:

1. Re-grading the gravity sanitary sewer flow, as required, along South 13th Street to direct positive flow to the proposed lift station site.
2. Installation of a proposed sanitary FM, routed from the new LS3 site to tie-in to the existing FM near the intersection of Beach St and South 11th Street (expected to be 1,150 to 1,650 linear feet).
3. Abandonment of the existing portion of the sewer FM between the abandoned lift station and proposed tie-in location.
4. Review of the existing lift station components such as controls, generator, etc. to salvage materials and minimize costs of the proposed lift station installation.

SCOPE OF PROFESSIONAL SERVICES

Project Management and Client Communication

David Landing, PE will be your main point of contact for the design supported by Curt Wimpée, PE as the Project Director. This contract will be divided into two (2) tasks, which are as follows:

1. **Project Management and Site Research** – This task will encompass project management, research of the project background and the site conditions, and to provide a design memo with a summary of findings.
2. **Engineering, Plan & Construction Document Preparation and Project Permitting** – This task will encompass preparing the site plan improvements in CAD based upon the evaluation recommendations and acquiring approvals from the City and FDEP.

See the individual scope of services below for more detailed descriptions of each task.

Task 1: Project Management & Site Research

Alliant will perform the following tasks for Task 1:

1. Review the site conditions and applicable design guidelines affecting the project available on the City's Web page and any provided documentation.
2. Review survey and coordinate with the city's surveyor to create AutoCAD base drawings.
3. Review design flows, perform design calculations for sizing requirements, and produce a design memo deliverable based on the findings.
4. Coordination with staff to direct project forward and within budget.
5. Meetings with the City to discuss determinations from design report and options for the final design.

6. Progress coordination with City staff to provide status updates and to receive any input from City staff on preferences.
7. General project management duties.

Task 2: Engineering, Plan Preparation & Submittals

Alliant will perform the following tasks for Task 2:

1. Alliant shall prepare utility plan documents based on the existing conditions survey provided by the city's surveyor, city staff comments, Department of Environmental Protection (FDEP), and applicable design standards.
2. Review online aerial photos to become familiar with the existing site, vegetation, and design elements.
3. The utility civil plans shall be based on the design memo produced in Task 1 and the city's direction. The utility civil plans will take into consideration construction methods to install new equipment/FM in a manner to limit sanitary sewer service interruption.
4. Submit 30% & 60% progress review site plan package to the city for their review and comments.
5. Refine site plans per comments received from the team.
6. Submit plans to FDEP for Permit review.
7. Revise plans per agency comments.
8. Submit approved plans for final review and approval.
9. Deliverables anticipated to include:
 - a. Site Plan
 - b. Plan & Profile
 - c. Detail Sheets
 - d. Project Manual

Task 4: Bid Documents & Negotiations

Alliant proposes to provide bidding assistance, answer contractor questions, as follows:

1. Bidding assistance.
2. Respond to contractor questions and issue addenda.
3. Pre-Bid Meeting (if necessary).
4. Bid Opening Meeting.
5. Review bids and bid tabulation.
6. Recommendation of award.
7. Provide conformed documents.

Assumptions and Conditions

1. This proposal is valid for 60 days.
2. Horizontal datum will be provided in North American Datum 1983, 2011 adjustment (NAD 83/ 2011) Florida State Plane (Zone dependent on project location).

3. Vertical datum will be North American Vertical Datum 1988 (NAVD 88).
4. Any additional tasks not specifically listed in the proposal shall be considered additional services and Alliant shall notify the Client if anything seems outside the scope of work. These services will be provided on an hourly bases or for a negotiated fixed fee.
5. It is assumed that the lift station electrical plan / details will be provided by the manufacturer or the city standards. If the plan and/or details need to be provided by engineer, there will be additional compensation to use a sub-consultant.
6. Reimbursable expenses shall include travel to project site (if requested), plan production and required submittal postage.
7. The above scope does not include project specific meetings other than normal coordination. Should additional meetings be requested, these will be negotiated for fee appropriate to the request.
8. This contract assumes no phasing of the development and all design work will be prepared at one time.
9. One round of revisions will be provided at each project milestone. Additional requests will be approved with owner for an additional fee before commencing.

Contract Documents

- This Professional Services Agreement.
- Construction Plans.
- Deliverables include the plan set to be printed on 11" x 17" sheets.
- PDF files will be provided to the Client.

Lump Sum Services:

Scope	Price
Task 1: Project Management & Site Research	\$ 9,275
Task 2: Engineering, Plan Preparation & Submittal	\$ 45,845
Total fee for services listed above:	\$ 55,120

Remainder of Page Intentionally Blank

Entire Agreement; Representation of Authority: These documents constitute the entire agreement between the Parties hereto and supersede all prior agreements, proposals, representations, and commitments relating to the subject matter herein. This Agreement as originally written and printed, along with its original terms and conditions will override any other attempted modifications, except for written changes prepared and authorized pursuant to the terms of this Agreement. The persons signing this Agreement represent and warrant that they have the necessary and proper authority to execute the Agreement and bind the party for whom they sign. The Parties agree that electronic signatures, or scanned/faxed copies of signatures, are valid and enforceable as if originals.

This Agreement is effective as of the date set forth above.

Thank you for requesting this proposal from our firm. Should you have any questions, please feel free to contact me anytime at 904-647-5383, or by email at cwimpee@alliant-inc.com.

Project Manager

Alliant Engineering, Inc.



(Signature)
Curt Wimpee, PE
Principal/VP Southeast Region

Client

City of Fernandina Beach

(Signature)
Jeremiah Glisson
Interim City
Manager

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY



Project Name: Lift Station #3 Rehabilitation
 Client: City of Fernandina Beach
 Alliant Project #: P224-0123
 Project Manager: David Landing, PE
 Date: July 25, 2024

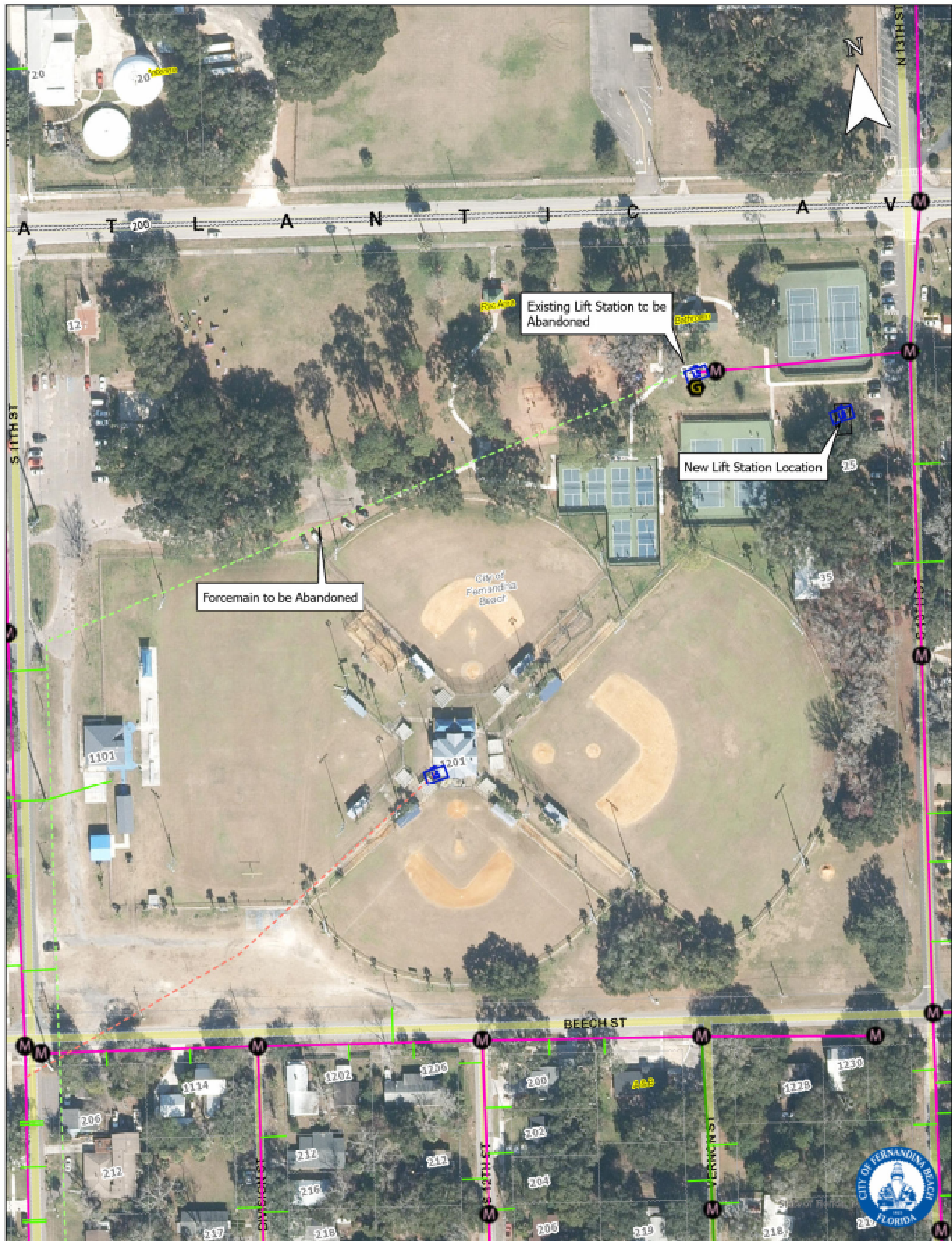
Position	QA/QC	Project Manager	Senior Engr.	Prof. Engr.	Project Coordinator	Grad. Engr.	R.L.S.	Sr. Survey Tech.	Survey Crew	Totals
Billing Rate	\$295	\$190	\$230	\$140	\$90	\$120	\$200	\$100	\$170	
Project Management & Site Research										
1.0 Site Research										
Review city standards and design guidelines, site conditions, & any provided documentation				4.0						4
Review survey and base drawings				2.0						2
Subtotal Hours	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	6
Subtotal Labor Fees	\$0.00	\$0.00	\$0.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$840.00
1.1 Project Management, Coordination, & Meetings										
Coordination with city's surveyor				4.0						4
Meetings with City to discuss design report and options		2.0								2
Progress coordination meetings with city staff		6.0								6
General misc project management		6.0								6
Coordination with subconsultants		6.0		4.0						10
Subtotal Hours	0.0	20.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	28
Subtotal Labor Fees	\$0.00	\$3,800.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,920.00
1.2 Preliminary Calculations & Reports										
Review design flows and perform sizing calculations				7.0						7
Produce design memo		4.0		2.0	4.0					10
QA/QC design memo and calculations	1.0	2.0	2.0							5
Subtotal Hours	1.0	6.0	2.0	9.0	4.0	0.0	0.0	0.0	0.0	22
Subtotal Labor Fees	\$295.00	\$1,140.00	\$460.00	\$1,260.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,515.00
Task Hours Summary	1.0	26.0	2.0	23.0	4.0	0.0	0.0	0.0	0.0	56.0
Task Labor Fee Summary	\$295.00	\$4,940.00	\$460.00	\$3,220.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,275.00
Plan Preparation & Submittal										
2.0 Plan Preparation										
Cover, general notes, general detail sheets + SWPPP Details						6.0				6
Survey / Existing Conditions (existing & proposed)		1.0				12.0				13
Demo Plan (1 sheets)		1.0				8.0				9
Engineering Layout Plan (2 sheets)		5.0	1.0	12.0		25.0				43
Temporary bypass pumping plan (3 sheets)		5.0	2.0	5.0		18.0				30
Utility Infrastructure Plan and Profile (3 sheets gravity, 4 sheets FM)		5.0	2.0	10.0		30.0				47
Utility Details (2 sheets)		2.0		2.0		10.0				14
Electrical plan and details from manufacturer and/or city (2 sheets)		1.0		1.0		6.0				8
Addressing comments from city 30%/60% reviews		5.0	1.0	10.0		15.0				31
Subtotal Hours	0.0	25.0	6.0	40.0	0.0	130.0	0.0	0.0	0.0	201
Subtotal Labor Fees	\$0.00	\$4,750.00	\$1,380.00	\$5,600.00	\$0.00	\$15,600.00	\$0.00	\$0.00	\$0.00	\$27,330.00
2.1 Plan Review and Submittal for Permits										
30% Plan review with city staff		2.0	1.0							3
60% Plan review with city staff		2.0	1.0							3
QA / QC plans for permit submittal to FDEP		8.0								8
Revise plans and address FDEP comments				4.0	2.0	16.0				22
Final QA / QC	4.0	3.0	2.0			3.0				12
Subtotal Hours	4.0	15.0	4.0	4.0	2.0	19.0	0.0	0.0	0.0	48
Subtotal Labor Fees	\$1,180.00	\$2,850.00	\$920.00	\$560.00	\$180.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$7,970.00



Project Name: Lift Station #3 Rehabilitation
 Client: City of Fernandina Beach
 Alliant Project #: P224-0123
 Project Manager: David Landing, PE
 Date: July 25, 2024

	Position	QA/QC	Project Manager	Senior Engr.	Prof. Engr.	Project Coordinator	Grad. Engr.	R.L.S.	Sr. Survey Tech.	Survey Crew	Totals
	Billing Rate	\$295	\$190	\$230	\$140	\$90	\$120	\$200	\$100	\$170	
2.2	Project Manual / Specifications										
	Coordination with staff		3.0		4.0						7
	Prepare project manual				8.0	25.0					33
	QA / QC project manual				12.0						12
	Submittal to city for review/comments					6.0					6
	Review meeting to discuss city comments		2.0	1.0							3
	Revisions and address city comments		3.0			5.0					8
	Final QA / QC	1.0	10.0								11
	Subtotal Hours	1.0	18.0	1.0	24.0	36.0	0.0	0.0	0.0	0.0	80
	Subtotal Labor Fees	\$295.00	\$3,420.00	\$230.00	\$3,360.00	\$3,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,545.00
	Task Hours Summary	5.0	58.0	11.0	68.0	38.0	149.0	0.0	0.0	0.0	329.0
	Task Labor Fee Summary	\$1,475.00	\$11,020.00	\$2,530.00	\$9,520.00	\$3,420.00	\$17,880.00	\$0.00	\$0.00	\$0.00	\$45,845.00
	Total Task Hours Summary	6.0	84.0	13.0	91.0	42.0	149.0	0.0	0.0	0.0	45,845.0
	Total Task Labor Fee Summary	\$1,770.00	\$15,960.00	\$2,990.00	\$12,740.00	\$3,780.00	\$17,880.00	\$0.00	\$0.00	\$0.00	\$55,120.00

Proposed Moving of Lift Station 3



- Drainage Outfall - Generator - Sewer	- Stormwater - Sanitary Lift Station - Yes - Other	Sewer Manholes - NO - YES	Sewer Lateral - Proposed Utilities - Yes - Other	FML Lines 1.5 2 2.5 3 4 6 8 10	Sewer Mains 12 18 20 24 - Other	Sewer Mains - NO - YES - Dry Pond - Fence
--	---	---	---	--	--	---



ALLIANT

Professional Services Agreement Between Owner/Developer and Design Professional

This AGREEMENT is entered into on the _____ day of _____ in the year 2024,
between the following entities (referred to in this Agreement as "the Parties"):

The **Owner/Developer** (hereafter "Client"):

Mr. Andre Desilet, PE
City of Fernandina Beach
1180 S 5th St,
Fernandina Beach, FL 32034
Hereinafter referred to as Client

and the **Design Professional** (hereafter "Alliant"):

Alliant Engineering, Inc.
10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256

for the following **Project**:

Lift Station #18 Relocation and Rehabilitation
Engineering, Plan & Construction Document Preparation & Permitting

Client and Alliant enter this contract for the following Scope of Work and pricing as set forth below, subject to the attached Terms and Conditions and the City of Fernandina Beach Agreement to Provide Professional Services that are incorporated herein by reference and binding on the parties to this Agreement:

Dear Mr. Desilet,

Alliant Engineering, Inc. (Alliant) is pleased to present you this Letter of Agreement for Professional Services for the above referenced project. We look forward to working with you and the city in the development of this project.

Project Understanding:

Lift Station 18 (LS18) is one of several sanitary sewer lift stations owned and maintained by the City of Fernandina Beach. LS18 is currently located within the center of a cul-de-sac referred to as Suzan Court which has been prone to localized flooding. The preferred solution is to relocate LS18 from the flood prone area to a nearby vacant parcel, which is higher in elevation. After the relocation is complete, the existing sanitary lift station would be converted into a stormwater pump station to properly accept any received storm water. The city currently has an available

www.alliant-inc.com
parcel of land adjacent
904.240.1351 Main

10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256

to the intersection of Elizabeth Street and Lisa Avenue, which is roughly 250-feet northwest of the existing LS18 site. As part of this Project, LS18 will be relocated to this parcel's frontage while the rear of the same parcel will be developed into a stormwater dry pond opposite the relocated LS18. This dry pond will be sized to accept and attenuate the storm water flow from the newly converted storm water lift station referenced above.

Additional supplemental improvements will also include:

1. Re-grading the gravity sanitary sewer flow along the Lisa Avenue corridor between Susan Court and Elizabeth Street,
2. Installation of a proposed stormwater force main (FM) route within the Lisa Avenue ROW from the existing pump station site to the proposed dry stormwater pond,
3. Installation of a proposed sanitary FM, routed from the new LS18 site to tie into the existing FM near the intersection of Suzan Court and Lisa Avenue,
4. Abandonment of the existing sewer FM and gravity sewer along Suzan Court,
5. And if required, proposed sewer gravity main to be installed within Suzan Court to serve adjacent customers.

SCOPE OF PROFESSIONAL SERVICES

Project Management and Client Communication

David Landing, PE will be your main point of contact for the design supported by Curt Wimpée, PE as the Project Director. This contract will be divided into two (2) tasks, which are as follows:

1. **Project Management and Site Research** – This task will encompass project management, research of the project background and the site conditions, and to provide a design memo with a summary of findings.
2. **Engineering, Plan & Construction Document Preparation and Project Permitting** – This task will encompass preparing the site plan improvements in CAD based upon the evaluation recommendations and acquiring approvals from the City and FDEP.

See the individual scope of services below for more detailed descriptions of each task.

Task 1: Project Management & Site Research

Alliant will perform the following tasks for Task 1:

1. Review the site conditions and applicable design guidelines affecting the project available on the City's Web page and any provided documentation.
2. Review survey and coordinate with the city's surveyor to create AutoCAD base drawings.
3. Review design flows, perform design calculations for sizing requirements, and produce a design memo deliverable based on the findings.
4. Coordination with staff to direct project forward and within budget.
5. Meetings with the City to discuss determinations from design report and options for the final design.

6. Progress coordination with City staff to provide status updates and to receive any input from City staff on preferences.
7. Note that it is assumed no stormwater management calculations are needed for the pond, simple $Q=CIA$ will be performed to estimate runoff flow for the pump sizing.

Task 2: Engineering, Plan Preparation & Submittals

Alliant will perform the following tasks for Task 2:

1. Alliant shall prepare utility plan documents based on the existing conditions survey provided by the city's surveyor, city staff comments, Department of Environmental Protection (FDEP), and applicable design standards.
2. Review online aerial photos to become familiar with the existing site, vegetation, and design elements.
3. The utility civil plans shall be based on the design memo produced in Task 1 and the city's direction. The utility civil plans will take into consideration construction methods to install new equipment/FM in a manner to limit sanitary sewer service interruption.
4. Submit 30% & 60% progress review site plan package to the city for their review and comments.
5. Refine site plans per comments received from the team.
6. Submit plans to FDEP for Permit review.
7. Revise plans per agency comments.
8. Submit approved plans for final review and approval.
9. Deliverables anticipated to include:
 - a. Site Plan
 - b. Plan & Profile
 - c. Detail Sheets
 - d. Project Manual

Assumptions and Conditions

1. This proposal is valid for 60 days.
2. Horizontal datum will be provided in North American Datum 1983, 2011 adjustment (NAD 83/ 2011) Florida State Plane (Zone dependent on project location).
3. Vertical datum will be North American Vertical Datum 1988 (NAVD 88).
4. Any additional tasks not specifically listed in the proposal shall be considered additional services and Alliant shall notify the Client if anything seems outside the scope of work. These services will be provided on an hourly bases or for a negotiated fixed fee.
5. It is assumed that the lift station electrical plan / details will be provided by the manufacturer or the city standards. If the plan and/or details need to be provided by engineer, there will be additional compensation to use a sub-consultant.
6. Reimbursable expenses shall include travel to project site (if requested), plan production and required submittal postage.

7. The above scope does not include project specific meetings other than normal coordination. Should additional meetings be requested, these will be negotiated for fee appropriate to the request.
8. This contract assumes no phasing of the development and all design work will be prepared at one time.
9. One round of revisions will be provided at each project milestone. Additional requests will be approved with owner for an additional fee before commencing.
10. Except for the city, agency submittals regarding storm water are not included.

Contract Documents

- This Professional Services Agreement.
- Construction Plans.
- Deliverables include the plan set to be printed on 11" x 17" sheets.
- PDF files will be provided to the Client.

Lump Sum Services:

Scope	Price
Task 1: Project Management & Site Research	\$ 10,540
Task 2: Engineering, Plan Preparation & Submittal	\$ 40,730
Total fee for services listed above:	\$ 51,270

Remainder of Page Intentionally Blank

Entire Agreement; Representation of Authority: These documents constitute the entire agreement between the Parties hereto and supersede all prior agreements, proposals, representations, and commitments relating to the subject matter herein. This Agreement as originally written and printed, along with its original terms and conditions will override any other attempted modifications, except for written changes prepared and authorized pursuant to the terms of this Agreement. The persons signing this Agreement represent and warrant that they have the necessary and proper authority to execute the Agreement and bind the party for whom they sign. The Parties agree that electronic signatures, or scanned/faxed copies of signatures, are valid and enforceable as if originals.

This Agreement is effective as of the date set forth above.

Thank you for requesting this proposal from our firm. Should you have any questions, please feel free to contact me anytime at 904-647-5383, or by email at cwimpee@alliant-inc.com.

Project Manager

Alliant Engineering, Inc.



(Signature)

Curt Wimpée, PE

Principal/VP Southeast Region

Client

City of Fernandina Beach

(Signature)

Jeremiah Glisson

Interim City

Manager

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY



Project Name: Lift Station #18 Relocation and Rehabilitation
 Client: City of Fernandina Beach
 Alliant Project #: P224-0122
 Project Manager: David Landing, PE
 Date: July 25, 2024

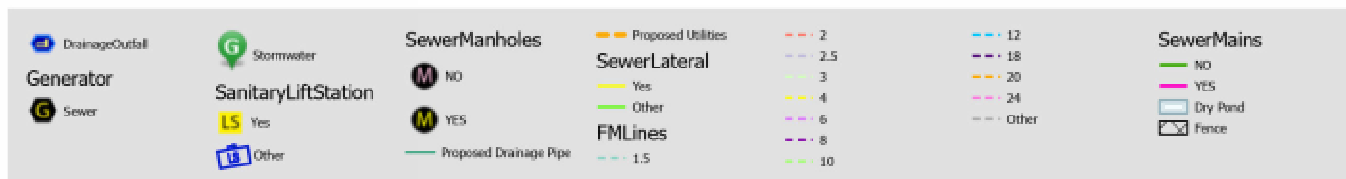
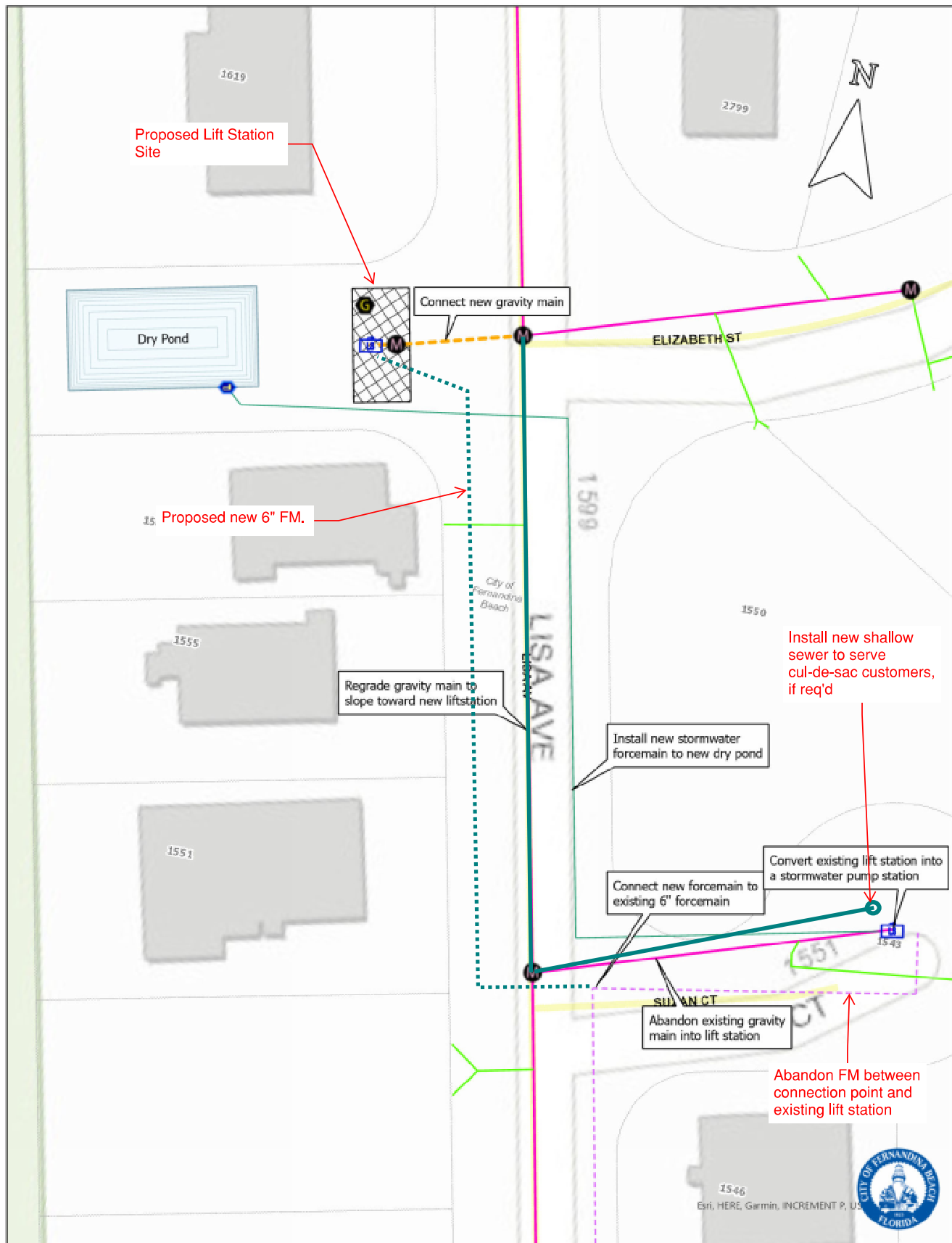
Position	QA/QC	Project Manager	Senior Engr.	Prof. Engineer	Project Coordinator	Grad. Engr.	R.L.S.	Sr. Survey Tech.	Survey Crew	Totals
Billing Rate	\$295	\$190	\$230	\$140	\$90	\$120	\$200	\$100	\$170	
Project Management & Site Research										
1.0 Site Research										
Review city standards and design guidelines, site conditions, asbuilts & any provided documentation				4.0						4
Review survey (provided by the city) and base drawings				2.0						2
Subtotal Hours	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	6
Subtotal Labor Fees	\$0.00	\$0.00	\$0.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$840.00
1.1 Project Management, Coordination, & Meetings										
Coordination with city's surveyor				4.0						4
Meetings with City to discuss alignment and design options		2.0								2
Progress coordination meetings with city staff		6.0								6
General misc project management		6.0								6
Coordination with other subconsultants		6.0		4.0						10
Subtotal Hours	0.0	20.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	28
Subtotal Labor Fees	\$0.00	\$3,800.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,920.00
1.2 Preliminary Calculations & Reports										
Review design flows and preform sizing calculations - force main				6.0						6
Stormwater flow and dry pond calculations & research				5.0						5
Stormwater pump pressure main sizing calculations				5.0						5
Produce technical memo regarding findings		4.0		2.0	4.0					10
QA/QC design memo and calculations		6.0								6
Subtotal Hours	0.0	10.0	0.0	18.0	4.0	0.0	0.0	0.0	0.0	32
Subtotal Labor Fees	\$0.00	\$1,900.00	\$0.00	\$2,520.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,780.00
Task Hours Summary	0.0	30.0	0.0	32.0	4.0	0.0	0.0	0.0	0.0	66.0
Task Labor Fee Summary	\$0.00	\$5,700.00	\$0.00	\$4,480.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,540.00
Plan Preparation & Submittal										
2.0 Plan Preparation										
Cover, general notes, general detail sheets						4.0				4
Survey / Existing Conditions (existing & proposed, 2 sheets)		1.0				12.0				13
Demo Plan (1 sheet)		1.0				8.0				9
Engineering Layout Plan (Existing and Proposed, 2 sheets)		3.0	1.0	7.0		20.0				31
Temporary bypass pumping plan (3 sheets)		2.0	2.0	3.0		12.0				19
Utility Infrastructure Plan and Profile (2 sheets)		3.0	2.0	8.0		20.0				33
Utility details (2 sheets)		2.0		2.0		10.0				14
Stormwater pond and SWPPP details (2 sheets)		3.0		2.0		10.0				15
Electrical plan and details from manufacturer and/or city (2 sheets)		1.0		1.0		6.0				8
Addressing comments from city 30%/60% reviews		4.0	1.0	10.0		10.0				25
Subtotal Hours	0.0	20.0	6.0	33.0	0.0	112.0	0.0	0.0	0.0	171
Subtotal Labor Fees	\$0.00	\$3,800.00	\$1,380.00	\$4,620.00	\$0.00	\$13,440.00	\$0.00	\$0.00	\$0.00	\$23,240.00



Project Name: Lift Station #18 Relocation and Rehabilitation
 Client: City of Fernandina Beach
 Alliant Project #: P224-0122
 Project Manager: David Landing, PE
 Date: July 25, 2024

	Position	QA/QC	Project Manager	Senior Engr.	Prof. Engineer	Project Coordinator	Grad. Engr.	R.L.S.	Sr. Survey Tech.	Survey Crew	
	Billing Rate	\$295	\$190	\$230	\$140	\$90	\$120	\$200	\$100	\$170	Totals
2.1	Plan Review and Submittal for Permits										
	30% Plan review with city staff		2.0	1.0							3
	60% Plan review with city staff		2.0	1.0							3
	QA/QC plans for permit submittal to FDEP		8.0								8
	Revise plans and address FDEP comments				4.0	2.0	16.0				22
	Final QA/QC	3.0	1.0	1.0			2.0				7
	Subtotal Hours	3.0	13.0	3.0	4.0	2.0	18.0	0.0	0.0	0.0	43
	Subtotal Labor Fees	\$885.00	\$2,470.00	\$690.00	\$560.00	\$180.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$6,945.00
2.2	Project Manual / Specifications										
	Coordination with staff		3.0		4.0						7
	Prepare project manual				8.0	25.0					33
	QA/QC project manual				12.0						12
	Submittal to city for review/comments					6.0					6
	Review meeting to discuss city comments		2.0	1.0							3
	Revisions and address city comments		3.0			5.0					8
	Final QA/QC	1.0	10.0								11
	Subtotal Hours	1.0	18.0	1.0	24.0	36.0	0.0	0.0	0.0	0.0	80
	Subtotal Labor Fees	\$295.00	\$3,420.00	\$230.00	\$3,360.00	\$3,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,545.00
	Task Hours Summary	4.0	51.0	10.0	61.0	38.0	130.0	0.0	0.0	0.0	294.0
	Task Labor Fee Summary	\$1,180.00	\$9,690.00	\$2,300.00	\$8,540.00	\$3,420.00	\$15,600.00	\$0.00	\$0.00	\$0.00	\$40,730.00
	Total Task Hours Summary	4.0	81.0	10.0	93.0	42.0	130.0	0.0	0.0	0.0	574.0
	Total Task Labor Fee Summary	\$1,180.00	\$15,390.00	\$2,300.00	\$13,020.00	\$3,780.00	\$15,600.00	\$0.00	\$0.00	\$0.00	\$51,270.00

Proposed Moving of Liftstation 18



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

This AGREEMENT made on the 16th day of November, 2021 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, **Alliant Engineering, Inc.** whose address is 10475 Fortune Parkway, Suite 101, Jacksonville, FL 32256, ("CONSULTANT").

For the consideration hereinafter set forth, **Alliant Engineering, Inc.**, hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

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

ARTICLE 2 - TERM OF AGREEMENT (CONTINUING CONTRACT)

The CITY enters into this AGREEMENT in accordance with all the procedures of the Consultants' Competitive Negotiation Act, Sec. 287.055, Fla. Stats. ("CCNA"). The CITY issued Request for Qualifications 21-01 on May 25, 2021. The CITY qualified the CONSULTANT using an evaluation committee process. The CONSULTANT understands and agrees that this AGREEMENT is defined as a "continuing contract" under the CCNA and is non-exclusive. A "continuing contract" under CCNA is for professional services provided to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 Million or for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000. This AGREEMENT provides a termination clause in subsection 4(M) below.

A. Fees

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

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

B. Direct Project Expenses

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

C. Status Report

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

D. Standard Hourly-Rate--Definition

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

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

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

B. Payment of Expenses

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

C. Sales Tax

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

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

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

B. Information Provided by Owner

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

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

C. Cost Estimating

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

D. Suspension of Work

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

E. Adjustment for Extended Services

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

F. Services in Connection with Claims and Litigation

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

G. Ownership of Documents

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

H. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and

00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. Force Majeure

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

J. Approval of Changes

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

K. Authorized Representative

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

L. Construction Phase Services (if applicable)

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

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

M. Termination

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

ARTICLE 5 - ADDITIONAL COSTS

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

SubCONSULTANTS

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

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

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

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

B. Available Information

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

C. Service of Others

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

D. Examine Work of the CONSULTANT

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

E. Approvals and Permits

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

F. Costs

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

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

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

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

B. CONSULTANT's Status as an Independent Contractor

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

C. Waiver of Subrogation

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

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

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

D. CONSULTANT's Insurance

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

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

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

E. Loss Deductible

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

F. SubCONSULTANT's Insurance

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

G. Certificate of Insurance

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

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;

- Statement that the insurer will endeavor to mail notice to the City of Fernandina Beach and will mail a copy to the CONSULTANT at least thirty (30) days prior to any cancellation, or non-renewal of the policy, a 10-day notice applies in the event of cancellation due to non-payment of premium;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the CONSULTANT and all subcontractors/subCONSULTANTS shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

H. Workers' Compensation Insurance

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

I. Liability Insurance

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

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

J. Professional Liability Insurance

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

ARTICLE 8 - SUCCESSORS AND ASSIGNS

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

ARTICLE 9 - REMEDIES

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

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

B. Governing Laws

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

C. Venue

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

D. Attorney's Fees and Costs

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

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

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

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

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

B. Headings

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

C. Entire Agreement

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

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

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation



Dale L. Martin, City Manager

Approved as to Form and Legality:



Tammi Bach, City Attorney



Caroline Best, City Clerk

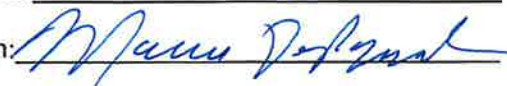
ALLIANT ENGINEERING, INC
CONSULTANT

By: 

Title: Principal/SE Regional Mgr.

WITNESS:

Name: MARCUS DEPAQUALE

Sign: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2021

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 USI Insurance Services, LLC 8000 Norman Center Drive, Suite 1000 Bloomington MN 55437	CONTACT NAME: Tracy Dahmen	
	PHONE (A/C, No, Ext): 952-322-9045 FAX (A/C, No):	
	E-MAIL ADDRESS: Tracy.Dahmen@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Alliant Engineering, Inc. Alliant Surveying, Inc. 7406 Fullerton Street Suite 110 Jacksonville FL 32256	INSURER A: Travelers Property Casualty Company of America	25674
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Phoenix Insurance Company	25623
	INSURER D: Travelers Casualty & Surety Company of America	19038
	INSURER E: Travelers Indemnity Company of CT	25682
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1827413079 **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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	6806H188213	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	Y	Y	BA1R317448	10/30/2021	10/30/2022	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 \$ 10,000	Y	Y	CUP004C824574	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
E	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/A	UB7J274502	10/30/2021	10/30/2022	☒ 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
D	Professional Liability			105364916	10/30/2021	10/30/2022	Each Claim/Aggregate \$5MIL / \$5MIL

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

FOLLOWING ENDORSEMENTS APPLY TO THE NAMES/PROJECTS/EVENTS LISTED BELOW ONLY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT: General Liability: Automatic Additional Insured, primary and non-contributory form CG D3 81 09 15 and Automatic Waiver of Subrogation form CG D3 79 02 19; Automatic Additional Insured - Architects, Engineers & Surveyors CG D3 81 09 15. Automobile Liability: Automatic Additional Insured primary and non-contributory form CA T4 74 0216, Waiver of subrogation form CA T3 53 0215. Workers Compensation: Blanket Waiver of Subrogation form WC 00 03 13 00. Excess Follows Form Umbrella Liability: Waiver of Subrogation per form EU 0001 07 16, section 5. T. 1.; Additional Insured per form EU 0001 07 16 Section II Who is an insured, Part A., 2. The additional insured and waiver of subrogation coverages indicated by the box(es) checked above are provided by the above forms that only extend coverage if required of the insured by a written contract or agreement.

See Attached...

CERTIFICATE HOLDER City of Fernandina Beach 204 Ash Street Fernandina Beach FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY USI Insurance Services, LLC		NAMED INSURED Alliant Engineering, Inc. Alliant Surveying, Inc. 7406 Fullerton Street Suite 110 Jacksonville FL 32256
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COFB CCNA 2021-20223 Contract

Additional Insured, Primary and Noncontributory: The City of Fernandina Beach, their officers directors, partners, representatives, agents and employees.
30 days written notice of cancellation to Owner and General Professional



ALLIANT

November 4, 2021

Charles George
City Engineer
City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, FL 32034

RE: RFQ No. 21-01 CCNA Professional Services, City of Fernandina Beach
Employee Classification Billing Rates
Exhibit "A"

ENGINEERING RATE TABLE

Alliant will perform requested non-survey professional services on a time and material basis based on the below hourly rates, valid through 12/31 /2021.

<u>Billing Class</u>	<u>Rate</u>
Principal in Charge	\$ 200.00/ hr.
Senior Project Manager	\$ 185.00/ hr.
Senior Design Engineer	\$ 165.00/ hr.
Design Engineer	\$ 135.00/ hr.
Senior Technician	\$ 100.00/ hr.
EIT	\$ 85.00/ hr.
Sr. CAD Technician	\$ 85.00/ hr.
Technician	\$ 75.00/ hr.
Administrative	\$ 50.00/ hr.

SURVEY RATE TABLE

Alliant Surveying will perform requested topographic survey, construction layout services, and prepare "as-built" documents on a time and material basis based on the below hourly rates, valid through 12/31/2021.

<u>Billing Class</u>	<u>Rate</u>
Project Surveyor	\$165.00/ hr.
2 Man Survey Crew	\$140.00/ hr.
3 Man Survey Crew	\$150.00/ hr.
Survey Project Manager	\$110.00/ hr.
CAD/Survey Technician	\$ 95 .00/ hr.

Survey service must be requested via email with at least a two-week notice in advance.


Curt M. Wimpée, PE
Principal / SE Regional Manager
Alliant Engineering, Inc.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-151
Change Order Approval - AT&T Southeast

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-151.

SYNOPSIS: The City is constructing a fire station and training tower at the Fernandina Beach Municipal Airport. Several above-ground utility poles are located in the right-of-way, or on Airport property, that must be relocated and/or buried to ensure safe and accessible ingress/egress to driveways and parking areas, including but not limited to providing space for ingress/egress of rescue vehicles and safety equipment.

The City has a Franchise Agreement with Florida Public Utilities ("FPU") approved by the City Commission via Ordinance 2021-24, which provides FPU with the authority to occupy City rights-of-way with utility poles and utility service lines. FPU allows telecommunications companies such as Bellsouth Telecommunications, LLC. D/B/A AT&T Southeast (AT&T) and Comcast to co-locate telecommunications service lines on FPU's utility poles. AT&T would not remove their lines from FPU utility poles that are interfering with the City's fire station project without the City paying for AT&T to relocate their telecommunication lines. AT&T provided an agreement for relocation of cable lines on Airport Road to provide ingress/egress to a new fire station at the City Airport, in the amount of \$29,450.82, which was approved by the City Commission via Resolution 2023-159. AT&T has provided a final invoice for the work, which includes a Change Order in the amount of \$17,604.98.

FISCAL IMPACT: The additional cost of \$17,604.98 is available in the FY2023/2024 Budget in the Airport Improvements account, 420 56200 19051.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-151.

Charles George, City Engineer/Deputy City Manager	7/16/2024
Kim Briley, Deputy City Clerk	7/18/2024
Pauline Testagrose, Comptroller	7/19/2024
Jeremiah Glisson, Interim City Manager	7/24/2024
Tammi E. Bach, City Attorney	7/25/2024
Katie Newton, Paralegal	8/8/2024

Date: July 16, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A BELL SOUTH TELECOMMUNICATIONS, LLC. D/B/A AT&T SOUTHEAST AGREEMENT CHANGE ORDER TO RELOCATE CABLE LINES FROM SEVERAL FLORIDA PUBLIC UTILITIES UTILITY POLES ON AIRPORT ROAD ADJACENT TO THE NEW FIRE STATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been constructing a new fire station and training tower at the Fernandina Beach Municipal Airport, and several above-ground utility poles are located in the right-of-way or on City Airport property that must be relocated and/or utility lines buried to make the ingress/egress driveway(s) and parking areas safe and accessible to the City's Fire Department, including but not limited to providing space for ingress/egress of rescue vehicles and safety equipment; and

WHEREAS, the City has a Franchise Agreement with Florida Public Utilities ("FPU") approved by the City Commission via Ordinance 2021-24, which provides FPU with the authority to occupy City rights-of-way with utility poles and utility service lines. FPU allows telecommunications companies such as BellSouth Telecommunications, LLC. D/B/A AT&T Southeast (AT&T) and Comcast to co-locate telecommunications service lines on FPU's utility poles; and

WHEREAS, FPU has been very cooperative with City contractors and officials by agreeing to relocate utility poles and lines that are impeding safe ingress/egress to the City's new fire station; however, AT&T would not remove their telecommunications lines from FPU utility poles that are interfering with the City's fire station project without the City paying AT&T for AT&T to relocate their telecommunication lines; and

WHEREAS, AT&T provided an agreement for relocation of cable lines on Airport Road to provide ingress/egress to a new fire station at the City Airport in the amount of \$29,450.82, which was approved by the City Commission via Resolution 2023-159; and

WHEREAS, AT&T has provided a final invoice for the work, which includes a Change Order in the amount of \$17,604.98, attached hereto at Exhibit A; and

WHEREAS, funding is available in the FY2023/2024 Budget in the Airport Improvements account, 420 56200 19051.

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

SECTION 1. The City Commission hereby approves the Change Order to the Agreement with AT&T for relocation of cable lines on Airport Road to provide ingress/egress to a new City fire station at the City Airport, attached hereto as Exhibit A.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute the Agreement with AT&T, upon review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 21st day of August, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



AT&T

CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH FL 32034

Page 1 of 2
Exhibit "A"
Account Number 417 240-2145 102 8
Billing Date Apr 29, 2024
Web Site att.com

Monthly Statement

VN: 11644
Res 2023-159

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	17,604.98

Total Amount Due \$17,604.98

Amount Due in Full By May 28, 2024

FINAL BILL

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	17,604.98
Payment Arrangements: 1 888 827-3237		
Total Current Charges		17,604.98

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 29, 2024				
1.	CONTACT: DANA WHICKER 904-310-3286 BILLING THROUGH MAR 2024 PROJECT: A02G2B4	1		.00
2.	1/3/204 JI OPEN. CHK 224938 RECVD TOTAL PYPT \$29,450.82 REVISED 8/15/23 RELOC CABLE TO FROM FPU POLE 3699 TO FPU 3704 ALONG 800 AIRPORT RD AT;T WILL	1		47,055.80
3.	BURY NEW FIBER; COPPER CABLES BETWEEN POLES 3699,3709,3706,3705;3704. ATTWILL REMOVE AERIAL SUPPORT STRAND BETWEEN POLES	1		.00
4.	3709,3705,3704. \$9/7/23 MS OPEN NO AP. CR222210. RELOCATE CABLE AT 800 AIRPORT ROAD, FERNANDINA BEACH, FL. EST DUE \$29,450.82	1		.00
5.	PREPAYMENT	1		29,450.82CR
Total Additions and Changes to Service				17,604.98

Government Fees and Taxes

6.	Federal	.00
7.	State and Local	.00
Total Government Fees and Taxes		.00

Total Plans and Services

17,604.98

News You Can Use Summary

- FEES AND SURCHARGES
 - RATE INCREASE
 - COLLECTION POLICY
- See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Manage your account at att.com

Project 19051-02-00

420 56200 19051



CITY OF FERNANDINA BEACH
204 ASH STREET
FERNANDINA BEACH FL 32034

Page 2 of 2
Account Number 417 24D-2145 102 8
Billing Date Apr 29, 2024

News You Can Use

FEES AND SURCHARGES

AT&T collects monthly fees and surcharges to help recover its required contribution to government programs and to recover costs AT&T pays in taxes and required payments levied by federal, state, and local governments. These fees and surcharges included on your bill are periodically adjusted to align with the rates determined by the government agency that is responsible for the state or federal fund or tax and subject to change at any time without notice to you unless required by law. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

RATE INCREASE

Effective June 1, 2024, the in-state (intrastate intraLATA) local toll per minute rate will increase from \$8.16 to \$9.80 for all mileage bands. For questions, please call the toll-free number listed on your bill or visit us online at business.att.com.

COLLECTION POLICY

Effective 9/22/2009, if your final balance remains unpaid after the DUE BY date, it may become necessary to send your account for further collection activity. You may be held responsible for fees associated with the collection efforts, including outside collection agency fees and attorney's fees, as permitted by law. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.



RESOLUTION 2023-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, LLC. D/B/A AT&T SOUTHEAST TO RELOCATE CABLE LINES FROM SEVERAL FPU UTILITY POLES ON AIRPORT ROAD ADJACENT TO NEW FIRE STATION AT CITY AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been constructing a new fire station and training tower at the Fernandina Beach Municipal Airport, and several above-ground utility poles are located in the right-of-way or on City Airport property that must be relocated and/or utility lines buried to make the ingress/egress driveway(s) and parking areas safe and accessible to the City's Fire Department, including but not limited to providing space for ingress/egress of rescue vehicles and safety equipment; and

WHEREAS, the City has a Franchise Agreement with Florida Public Utilities ("FPU") approved by the City Commission via Ordinance 2021-24 which provides FPU with the authority to occupy City rights-of-way with utility poles and utility service lines; and

WHEREAS, FPU allows telecommunications companies such as Bellsouth Telecommunications, LLC. D/B/A AT&T Southeast (AT&T) and Comcast to co-locate telecommunications services lines on FPU's utility poles; and

WHEREAS, FPU has been very cooperative with City contractors and officials by agreeing to relocate utility poles and lines that are impeding safe ingress/egress to the City's new fire station; however, AT&T will not remove their telecommunications lines from FPU utility poles that are interfering with the City's fire station project without the City paying AT&T for AT&T to relocate their telecommunication lines; and

WHEREAS, AT&T has provided an agreement for relocation of cable lines on Airport Road to provide ingress/egress to a new fire station at the City Airport in the amount of \$29,450.82, attached hereto as Exhibit A; and

WHEREAS, funding is available in the FY2022/2023 Budget in the Airport Improvements account, 420 56200 19051.

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

SECTION 1. The City Commission hereby approves the Agreement with AT&T for relocation of cable lines on Airport Road to provide ingress/egress to a new City fire station at the City Airport, attached hereto as Exhibit A.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute the Agreement with AT&T, upon review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 5th day of September, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:





CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT

August 15, 2023

CR #: 222210

Project Number: A02G2B4

Customer Name: City of Fernandina Beach

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

Contact Name: Dana Whicker

Contact email Address: dwhicker@fbfl.org

Contact Phone Number: (904) 310-3286

Site Location: 800 Airport Road, Fernandina Beach, FL 32034

AT&T has received a request from you to perform the following work:

Revised 8-15-23; Relocate cable to from _FPU pole 3699 to FPU 3704 along Airport Road.
AT&T will bury new fiber & copper cables between poles 3699, 3709, 3706, 3705, & 3704.
AT&T will remove the aerial support strand between poles 3709, 3706, 3705, & 3704.

<i>Estimated Actual Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 9,293.26
MATERIAL COST	\$ 2,724.46
CONSTRUCTION LABOR	\$ 9,905.97
CONTRACTOR COST	\$ 7,527.13
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 29,450.82
<i>Less Credits/Payments</i>	\$ 0.00
Estimated Balance Due	\$ 29,450.82

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.



CUSTOM WORK AGREEMENT

CR #: 222210

Project Number: A02G2B4

This Custom Work Agreement ("Agreement") is entered into by and between

BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and
City of Fernandina Beach (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from August 15, 2023. If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.
7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.
8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.
9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 222210

Project Number: A02G2B4

Date Quote Expires: 10/15/2023

AT&T Design Engineer: John McCormick (JM6720)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title: Interim City Manager

Company: City of Fernandina Beach

Printed Name: Charles L. George

Date: 9/5/23

AT&T CWO Manager Contact Information

Gene Ferry

Digitally signed by Gene Ferry
Date: 2023.08.15 16:05:33 -05'00'

CWO Manager

Phone Number: (262) 347-5863

Email Address: gf2431@att.com

Date: August 15, 2023

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:
By:
Printed Name: Caroline Best
Title: City Clerk

From: [Charles L. George](#)
To: [Jeremiah Glisson](#)
Subject: FW: City of Fernandina Beach - Project # A02G2B4
Date: Tuesday, July 23, 2024 2:09:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[image004136.png](#)
[image857078.png](#)
[image504110.png](#)
[image954729.png](#)
[image890085.png](#)
[image129183.png](#)
[0710_240507160820_001.pdf](#)
[2023-159 Agreement Approval Bellsouth Telecommunications LLC dba AT&T Southeast for Underground Cable Conversion for New Fire Station.pdf](#)
[RE City of Fernandina Beach - Project # A02G2B4.msg](#)



Charles L. George, P.E.
Interim City Manager/City Engineer
City of Fernandina Beach
204 Ash St.
Fernandina Beach, Florida 32034
(904) 310-3101 | cgeorge@fbfl.org
www.fbfl.us

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Jacob Platt <jplatt@fbfl.org>
Sent: Monday, July 22, 2024 3:37 PM
To: Charles L. George <cgeorge@fbfl.org>
Subject: FW: City of Fernandina Beach - Project # A02G2B4

See AT&T's response below.

Looking back at Tammi's email, she didn't advise on the terms of the contract. She just said that it would have to go back to the City Commission because a resolution was passed for the original approval.



Jacob Platt
Project Coordinator
City of Fernandina Beach
204 Ash St.
Fernandina Beach, Florida 32034
(904) 310-3102 | jplatt@fbfl.org
www.fbfl.us

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Jacob Platt
Sent: Friday, June 28, 2024 2:02 PM
To: Charles L. George <cgeorge@fbfl.org>; Jeremiah Glisson <jglisson@fbfl.org>; Dana Whicker <dwhicker@fbfl.org>
Subject: FW: City of Fernandina Beach - Project # A02G2B4

This is the response we finally received from AT&T on the additional cost for the overhead to underground conversion on Airport Road. Mr. Ferry indicates that part of the overrun is for agreed upon changes in scope during the project. There were a couple of changes during the initial discussion, but not after we signed the final agreement. However, the clause in the contract below appears to say that doesn't matter.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

From: FERRY, GENE E <gf2431@att.com>
Sent: Friday, June 28, 2024 12:54 PM
To: Jacob Platt <jplatt@fbfl.org>
Cc: MCCORMICK, JOHN B <jm6720@att.com>; FERRY, GENE E <gf2431@att.com>
Subject: City of Fernandina Beach - Project # A02G2B4

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Hi Jacob,

Thanks for your patience in getting the detailed billing information to you.

The final bill was reviewed and is accurate indicating there is an additional **\$17,604.98** due (attached).

The balance owed is attributed to agreed upon changes in the scope of work during the project, Engineering time involved, increase in the AT&T labor rates from when the project was initiated to completion, and overall increase of the cost of doing business from when the project began to when it completed as well. The total cost is \$47,055.80.

This is the final summary of charges for the entire project and descriptions of the costs.

Project No.: A02G2B4
CITY OF FERNANDINA BEACH
Summary of Charges

New Material	3,362.27
Labor - Contract	6,030.18
Labor - AT&T	5,407.17
Engineering - Contract	2,461.40
Engineering - AT&T	6,827.23
AT&T Payroll Taxes/Benefits	2,674.34
Miscellaneous Expense	3,852.10
Corporate Overhead Loadings	16,441.11

Gross Construction Cost	\$47,055.80
Plant Betterment Credit	0.00
Salvage Credit	0.00
Depreciation Credit	0.00

Net Construction Cost	\$47,055.80
Net Construction Cost	
x Ratio of 100.00000%	47,055.80
CIAC	0.00
TAXES	0.00
COST OF MONEY	0.00

Total	\$47,055.80
	=====

Cost Description

Telco Material/ Equipment

Covers all New Telco material and equipment associated with and required for a project, excluding material and equipment from the Salvage/Reuse Accounts. Includes disbursed cost of new major items designated for the construction and maintenance of outside plant that can practicably reported to final functions.

ATT Labor:

Installation & Removal

Includes wages and non-payroll expenses of technicians (work reporting employees), their supervisors and General and Support Plant personnel. These costs are based on standard rates charged on Productive Hours for applicable plant force groups.

Wages include basic wages, special payment wages, overtime, premium wages, paid absences, bonuses and other miscellaneous wages.

Non-payroll expenses include travel, training, subscriptions, memberships, professional services, cellular service and other business expenses.

ATT Engineering

Includes wages and non-payroll expenses of Engineering managers (work reporting employees), their supervisors and General and Support Engineering personnel. These costs are based on standard rates charged on Productive Hours for applicable engineering personnel.

Wages & Non-payroll expenses are same at those for plant personnel.

ATT Payroll Taxes/Benefits

Cost includes pension plan contributions, workers compensation payments, disability/death payments, savings plan contributions, group insurance payments, and accruals for other post-retirement employee benefits. Also included are payroll tax expenses. The taxes include the company portion of FICA, Federal Unemployment Insurance, State Unemployment Insurance and other state-specific payroll taxes. The charge is based on the wage & salary dollars charged to the project.

Minor and Miscellaneous Expense:

Exempt Material

Exempt materials are supplies that are of small value for which it is impracticable to track individually; i.e. connectors, nuts, bolts and other miscellaneous items.

Motor Vehicle

Incurring costs are expenses for the operation and maintenance of work and other vehicles utilized by plant personnel. These expenses include parts, repairs, and fuel.

Other Expense

Includes the acquisition, maintenance and repair expenses of other work equipment and special tools. Other work equipment is identified as small value items or items having a life less than one year; i.e. capital tools and test sets. Special tools are heavy construction and cable laying equipment; i.e. augers and jackhammers. Only plant personnel use other work equipment and special tools.

Provisioning Expense

Incurring costs are expenses for handling material and supplies. The expenses include receiving and stocking items, filling requisitions from stock, monitoring and replenishing stock levels, delivery of items, storage costs, inbound transportation for stocked material, and loading or unloading items. The cost driver is the requisitioned material dollars.

Corporate Overhead Loadings

Corporate costs incurred by Finance and Credit & Collections in supporting custom work projects. These are costs that otherwise would not have been incurred. Therefore each project is charged a portion of the cost. Cost driver is ATT direct and indirect labor.

Thanks,

Gene Ferry

Senior Specialist CWO

Construction & Engineering-East

AT&T

220 Wisconsin Ave. Waukesha, WI 53186

Mobile 262-347-5863

Email: gf2431@att.com

MOBILIZING **YOUR** WORLD

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-152
Budget Transfer - Planning and Conservation

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-152.

SYNOPSIS: The City's last downtown traffic circulation and parking study was completed in 2009. Since then, significant changes have impacted downtown dynamics, including major national events and off-island development. This resolution requests a budget transfer to complete an updated study for an amount of \$50,000.

Justification:

- **Outdated Data:** The existing 15-year-old study lacks data reflecting current traffic patterns and parking demands.
- **Critical Decisions:** Updated information is crucial for informed decision-making regarding downtown development in the coming years.
- **Regular Updates:** Studies are recommended every 5 years to maintain a relevant understanding of downtown dynamics.
- **Comp Plan Directed:** This study serves to comply with Comp Plan Objective 2.14 and policies 2.14.01 and 2.14.02.

Budget Transfer:

- A transfer of \$50,000 is requested from the Planning and Conservation salaries account, 0011500 51200 into the Professional Services account, 0011500 53100 to fund the study.

Project Status:

Hanson Professional Services, Inc. initiated the study under the City's existing continuing services contract in May, 2024 with a data collection effort. In June only a portion of the study was funded through a partial budget transfer to cover these costs. All task work orders associated with the project are provided for your review. These culminate with a final report detailing recommendations for circulation and parking improvements.

The transfer amount requested will also cover additional Commission-directed tasks in June 2024, including:

- Reviewing traffic pattern changes following the opening of Alachua Street and
- Conducting a walkability audit.

Authorization:

City Charter Section 2-412 requires City Commission approval for budget transfers exceeding \$25,000. The \$50,000 transfer arises from unfilled staff positions within the Planning and Conservation Department, which expects full staffing by FY 24-25.

Conclusion Due to project timelines, the remaining funds must be rolled over to the next fiscal year.

Conclusion:

This resolution requests a budget transfer to complete a critical downtown traffic circulation and parking study. The updated information will be instrumental in guiding future downtown development decisions.

FISCAL IMPACT: Funds are available for transfer, in the amount of \$50,000, from the Planning and Conservation Salaries account, 0011500 51200 into the Planning and Conservation Professional Services account, 0011500 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-152.

Pauline Testagrose, Comptroller	7/22/2024
Kim Briley, Deputy City Clerk	7/22/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

Date: July 11, 2024

Submitted By: Kelly Gibson, Planning and Conservation Deputy Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING A PLANNING AND CONSERVATION DEPARTMENT BUDGET TRANSFER IN FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$25,000; and

WHEREAS, this budget transfer will facilitate the completion of a downtown traffic circulation and parking assessment; and

WHEREAS, the studies are supported by Comprehensive Plan Objective 2.14 Downtown Parking, specifically policies 2.14.01 and 2.14.02 which direct parking plans and monitoring requirements; and

WHEREAS, Resolution 2024-99 allocated \$15,000 to pay for the initial costs incurred from data collection efforts; and

WHEREAS, staff recommends reallocating \$50,000 from the Planning and Conservation Salaries account, 0011500-51200 into the Professional Services account, 0011500 53100.

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

SECTION 1. The City Commission hereby approves reallocating \$50,000 from the Planning and Conservation Salaries account, 0011500 51200 into the Professional Services account, 0011500 53100 to facilitate the completion of a downtown traffic circulation and parking assessment with a walkability audit and the reassessment following the opening of Alachua Street.

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

ADOPTED this 21st day of August, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

AS APPROVED
RESOLUTION 2024-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA APPROVING A PLANNING AND
CONSERVATION DEPARTMENT BUDGET TRANSFER IN FISCAL
YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$25,000; and

WHEREAS, this budget transfer will facilitate the completion of a downtown traffic circulation and parking assessment and update to the CRA Plan; and

WHEREAS, the studies are supported by Comprehensive Plan Objective 2.14 Downtown Parking, specifically policies 2.14.01 and 2.14.02 which direct parking plans and monitoring requirements; and

WHEREAS, staff recommends reallocating \$50,000 from the Planning and Conservation Salaries account, 0011500-51200 into the Professional Services account, 0011500 53100.

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

SECTION 1. The City Commission hereby approves reallocating ~~\$50,000~~ \$15,000 from the Planning and Conservation Salaries account, 0011500 51200 into the Professional Services account, 0011500 53100 to facilitate the completion of a downtown traffic circulation and parking assessment and update to the CRA Plan.

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

ADOPTED this 4th day of June, 2024.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

Waterfront CRA Master Plan Traffic Circulation and Parking Study



Prepared by:





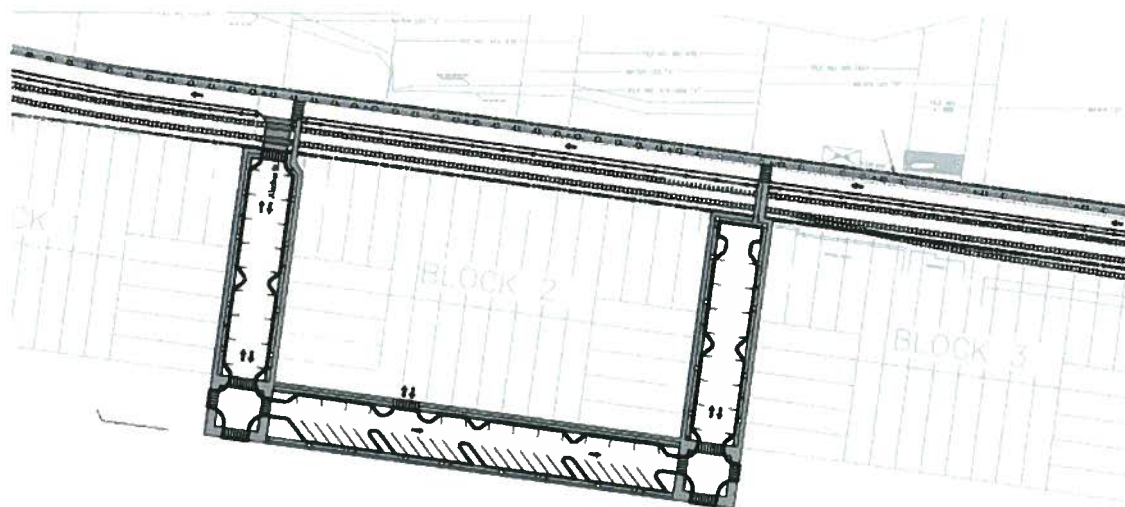
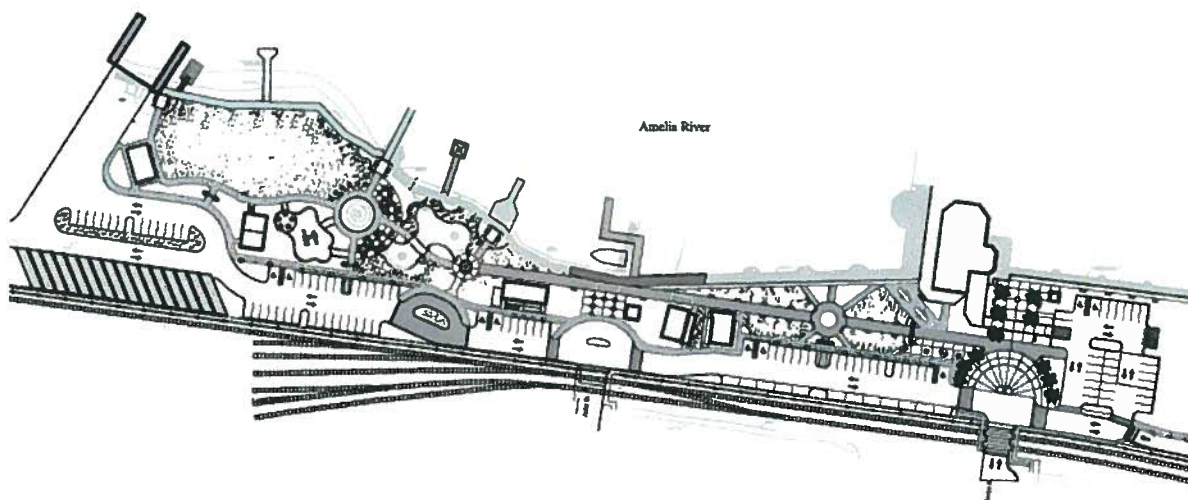
TABLE OF CONTENTS

	<u>Page</u>
EXECUTIVE SUMMARY	.
 INTRODUCTION	
Purpose of the Study	1
Background	1
Review of Previous Studies	1
Analysis	6
Study Area	6
Land Use	7
Mobility	10
Network Connectivity	17
Vehicle Mix/Truck Traffic	20
Traffic Circulation	23
Parking	25
 RECOMMENDATIONS	
Land Use	30
Access and Connectivity	32
Truck Traffic	34
Parking	35
 FIGURES	
Figure 1 – Community Redevelopment Area Limits Map	2
Figure 2 – Redevelopment Initiatives Diagram	4
Figure 3 – CRA Future Land Use Designations	8
Figure 4 – Development/Redevelopment Opportunities	11
Figure 5 – Existing Transportation Facilities	13
Figure 6 – Existing Daily Traffic Volumes	14
Figure 7 – Directional Daily Volumes	15
Figure 8 – Network Connectivity	17
Figure 9 – 1/4 Mile from Public Parking	28
Figure 10 – Pedestrian LOS from Public Parking	29
Figure 11 – Transportation Improvements	31
 TABLES	
Table 1 – Summary of Vehicle Classification Counts	21
Table 2 – Downtown Public Parking Spaces	30
 APPENDICES	
Appendix A – Vehicle Classification Counts, Week of December 14, 2008	
Appendix B – Vehicle Classification Standards	
Appendix C – 2008 Special Events Calendar with Estimated Attendance	
Appendix D – Property and Business Owner Interviews	



EXECUTIVE SUMMARY

The focus of this study is to determine transportation-related improvements necessary to support development and implementation of the Front Street improvements and the Waterfront Master Plan, currently under conceptual design and development, as shown below.



The Waterfront Master Plan and Front Street improvement concepts are generally consistent with and further the vision of the “Waterfront Area Community Redevelopment Plan – Amended May 2005”, which encompasses the 34-acre Waterfront Community Redevelopment Area (CRA) in downtown Fernandina Beach, Florida.



Process

Previous studies and plans that have been conducted by the City were reviewed to determine the status and feasibility of previous findings and recommendations. Data was collected (traffic counts, pedestrian counts) and professional observations were made of traffic flow, parking utilization and the need for transportation improvements to support redevelopment of the area.

Findings

Previous Study Findings

These findings are from previous studies. The current status of each is noted below.

<u>Parking Improvements</u>	<u>Status</u>
Relocate waterfront parking east of RR	See Front St./Waterfront Master Plan
Evaluate public land for additional parking	See Recommendations
Enforce Regulations	Policy varies
Implement 2-3 hour limits – Centre St.	Policy implemented
Implement 6-7 hour limits – Side Streets	Policy varies
Retain City Property for parking	Varies – see recommendations
Improve signage	Varies – see recommendations
Consider fee-based system	Policy not yet implemented
Overnight permits for lots C & D	Policy not yet implemented
Prohibit overnight parking – lots A & B	Policy not yet implemented
Impose time limits or fee – lots A & B	Policy not yet implemented
Implement residential parking permits	Policy not yet implemented
Improve lighting conditions	See recommendations
<u>Front Street Improvements</u>	<u>Comments</u>
Eliminate one RR track	Not Feasible
Frontage road on E. side of RR	See Recommendations
Connect Alachua to Front St.	See Recommendations
Provide pedestrian crossing at Broome	See Recommendations
<u>Pedestrian Improvements</u>	<u>Comments</u>
Construct Sidewalks, as needed	See Recommendations
Provide pedestrian-scale lighting	See Recommendations
Develop way-finding program	See Recommendations

Waterfront Master Plan Traffic Study Findings

The following findings are a result of the Waterfront Master Plan Traffic Study.



Network Capacity – is the number of trips (volume) that can be supported on roadway links and the level of delay at intersections.

- There is ample capacity available in the existing grid transportation network in the downtown area to accommodate substantial additional development and redevelopment.
 - Centre Street, the most heavily traveled roadway in the downtown at 2,625 trips per day, is currently operating at only 36% of its daily capacity at the adopted level of service standard.
 - Centre Street and 2nd Street intersection (with future development of 900,000 sq. ft. of non-retail and 300 dwelling units) is projected to operate with a 28-second approach delay northbound and a 24-second approach delay westbound; These are both within the adopted LOS standard.
- Because the transportation network consists of numerous, highly connected roadways that provide mobility by giving more options for reaching a destination and dispersing traffic; the existing network should be adequate to handle projected increases in traffic due to even a very aggressive redevelopment program.

Network Connectivity – is the degree to which walkways and roadways allow direct pedestrian or vehicular travel between destinations.

- Pedestrian Connectivity Findings
 - Standard - Spacing of 300' - 400' between connections
 - Downtown Area – Standard is generally met with 200'-400' block sizes; exceptions are in primarily residential areas where sidewalks are missing
 - CRA area/east of Front St. – Standard is not met.
 - 475' Ash to Centre
 - 1,750' Centre to Dade
- Vehicular Connectivity Findings
 - Standard - 6 intersections
 - Downtown Area - 39 intersections – exceeds standard
 - CRA/Front St. – 3 intersections – does not meet standard. Additional connectivity is needed
- Connectivity Recommendations
 - Missing sidewalks need to be filled in to improve pedestrian connectivity. Design & Construct Sidewalks - Fill in missing links with minimum 5' wide sidewalks, pedestrian amenities, lighting and signage, as shown in the Study Recommendations. There are approximately 18,000 linear feet of missing sidewalks within the downtown area, not including the provision of sidewalks



along the length of Front Street (which are presumed to be included in the Front Street project).

- Railroad crossing(s) need to be obtained to improve connectivity along Front Street and 2nd Street.
 - Alachua Street Crossing, at a minimum
 - Ideally, crossings at Alachua and Broome

Traffic Circulation

- Front Street
 - South of Centre Street – Two-way design will allow pedestrian connectivity through provision of sidewalk and parking.
 - North of Centre Street – One-way verses two-way will depend on:
 1. Success of obtaining railroad crossing
 2. Provision of Riverwalk
 3. Provision of sidewalks on private property easements
 4. Success of redevelopment efforts and change in character of the area. Front Street design, north of Centre Street, will continue to evolve as other associated decisions are made.
- Ash Street - From an operational standpoint (truck traffic and general mobility) making Ash Street one-way is not warranted at this time.
- Truck Traffic
 - The only significant truck traffic along Ash Street occurs between Front Street and 3rd Street.
 - Truck traffic currently mixes with pedestrians along Front Street due to Front Street being part of the current truck route designation. This will not be desirable as pedestrian traffic increases in this area due to park improvements and redevelopment.
 - The only significant truck traffic along Ash Street occurs between Front Street and 3rd Street.

Parking

- Previous Study – Many of the policy recommendations from the Parking Master Plan have not been fully implemented which may indicate that parking issues have not been insurmountable to date. Many of these recommendations can be implemented through policy changes.



- Capacity - Parking capacity does not appear to be a problem currently. With 420 +/- spaces in the surface parking lots and 422 on-street parking spaces spread throughout the downtown area, these 842 spaces currently provide ample parking within a reasonable proximity to all of the areas downtown.
- Location – The walking level of service (LOS) from public parking areas is LOS B, or better, for most of the study area. Missing sidewalks cause isolated areas to operate at LOS F.
- Visibility - Visibility is a key factor for retail uses. Appropriate signage and way-finding will be an important factor in providing a “sense of visibility” for parking. Directing non-retail users (office, government) away from prime parking locations can also help address this issue.

Key Study Recommendations

The attached table summarizes the key recommendations from the traffic study. The recommendations are prioritized by short-term and longer-term improvements. The key study recommendations are graphically portrayed in the attached figure.

Next Steps

The City of Fernandina Beach should develop cost estimates for the recommended improvements and incorporate them in the City’s Capital Improvement Program, in order of City priority. The following short-term recommendations would make a big impact on traffic circulation in the CRA.

- Design and construct Front Street and Waterfront Plan improvements, including associated improvements at existing and proposed crossings.
- Design and construct the 18,000 ± linear feet of missing sidewalks (and lighting). Prioritize areas and develop a program to make improvements on an annual basis. Identify and/or obtain funding for improvements. This will address connectivity concerns and parking level of service deficiencies.
- Design and construct improvements to parking lot west of City Hall and conceptually design identified improvements to potential parking locations.
- Develop Wayfinding Program – Timing is key to include signage improvements with sidewalk, park and parking improvements.
- Develop Bicycle Master Plan for City, making bicycling a more viable mode for residents and visitors.

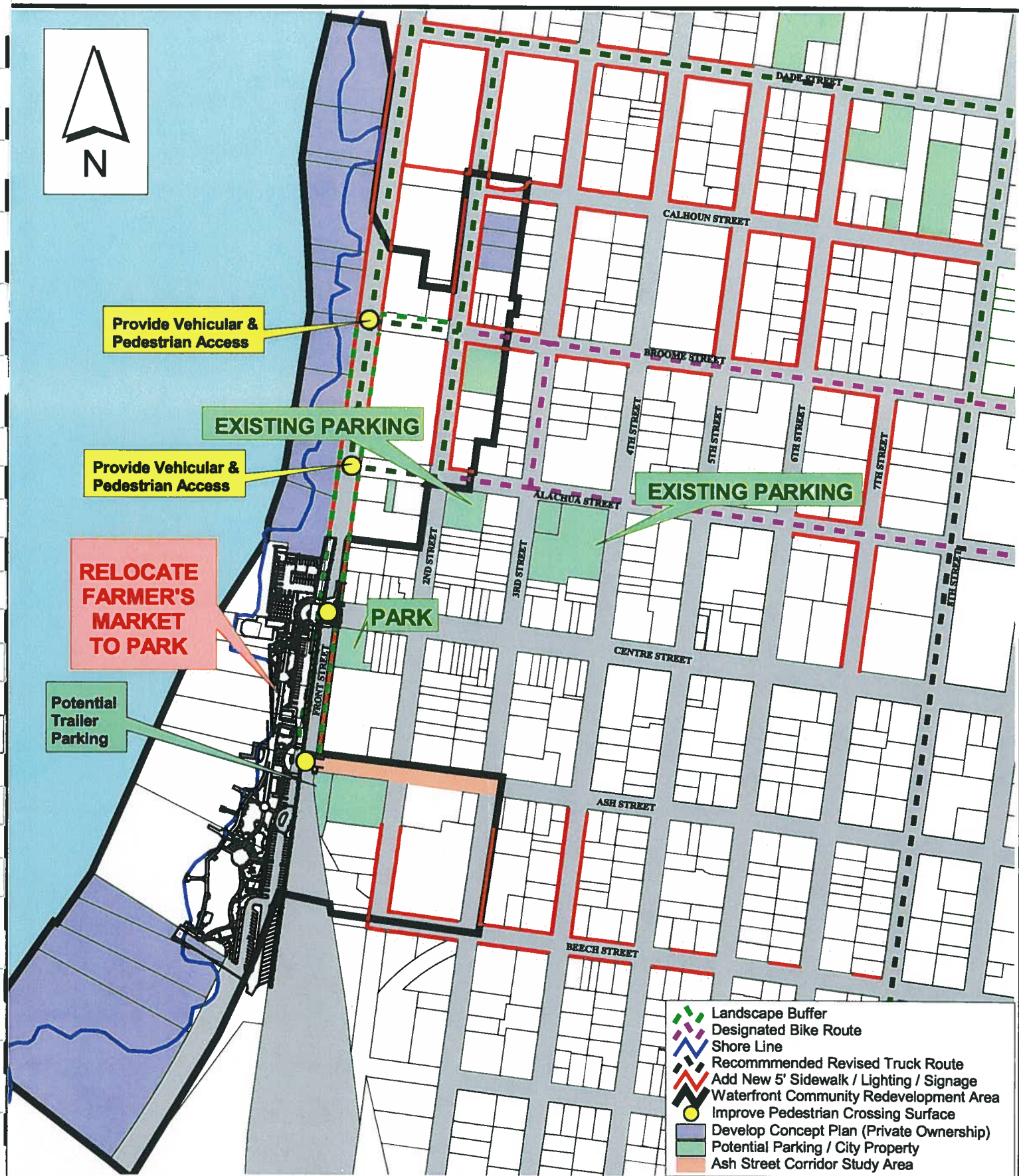
KEY STUDY RECOMMENDATIONS

Short Term Recommendations

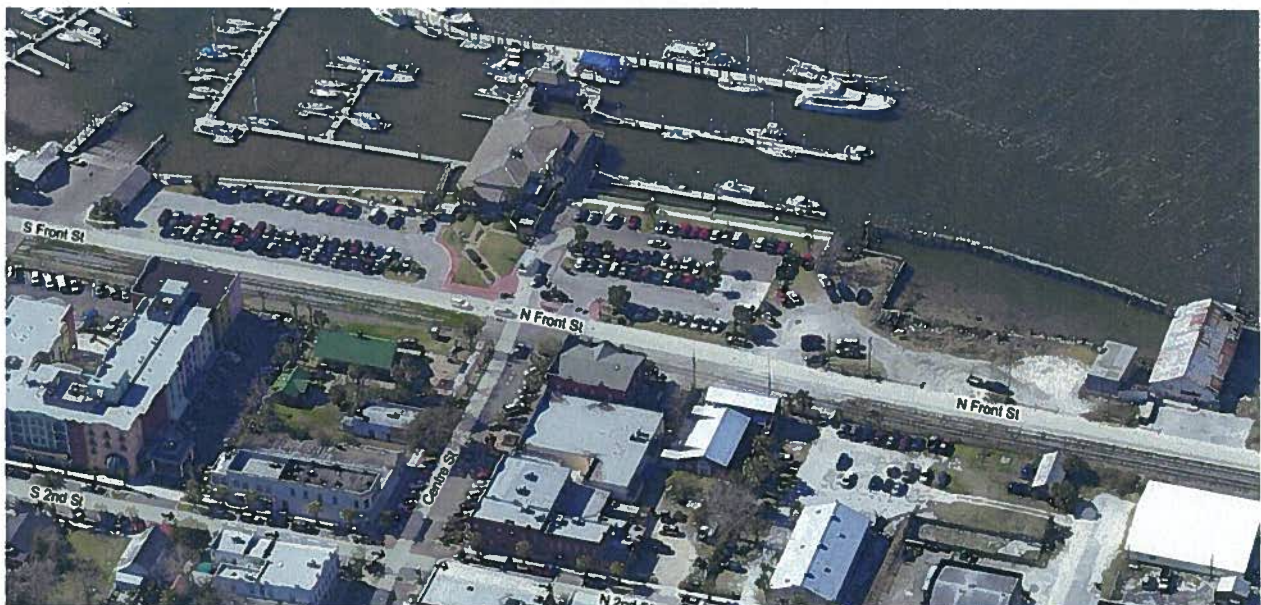
Land Use	- Obtain vehicular and pedestrian railroad crossing(s) at Alachua Street and/or Broome Street. * Separate incompatible uses through traffic flow, buffering and landscaping once crossing is achieved.
Access and Connectivity	<i>Front Street Corridor Improvements</i> * Create a landscaped buffer and pedestrian sidewalk/path with pedestrian-scaled amenities on both sides of the rail line north to Broome Street, subject to obtaining railroad crossing(s). * Pedestrian Amenities – Provide activities and pedestrian-scaled facades along the building faces fronting the railroad. * Improve the walking surface at the existing and proposed crossings of the rail lines for pedestrians. * Pedestrian-scaled lighting should be installed on all existing and proposed sidewalks at an average spacing of 100 feet (50 feet staggered). <i>Pedestrian Improvements beyond Front Street</i> * 18,000 linear feet of missing sidewalks in residential areas should be provided. <i>Bicycle Improvements</i> * A designated route should be established on low volume streets to access core locations in the downtown. * Bicycle parking racks should be provided in public parking lots, parks and along the bike route at other key destinations. * A bicycle master plan should be developed for the island to establish safe designated bike routes and identify the need for improvements to better connect residential areas with the downtown.
Parking	- Identify additional locations within one-quarter mile of the waterfront for parking and develop a parking lot layout to maximize number of spaces and use of the property. * The City-owned property to the west of City Hall should be improved and striped for parking (at least in the near-term). * The City-owned property on the southeast corner of Broome and Second Streets is a good candidate for future parking. - Develop wayfinding program and provide signage for public parking locations and primary retail uses/areas served by those parking lots/spaces. - Provide sidewalk connections, lighting and other pedestrian amenities along roadways to parking areas and surrounding destinations.

Long-Term Recommendations

Land Use	- Revise the future land use designation and zoning classifications on properties in the waterfront CRA in accordance with the provision of a new rail crossing (industrial/working waterfront to the north and waterfront mixed use/pedestrian-oriented south of the new connection). - A development opportunity assessment should be considered for the 13 privately-owned parcels along the waterfront in order for the City to effectively implement the design of the Waterfront Park and Front Street - If the Lane property develops as proposed, a pedestrian facility on the east side of the tracks is recommended, along with street level amenities and activities at the building face along the block. - A corridor study should be conducted for Ash Street to identify opportunities for redevelopment.
Truck Traffic	- Revise designated truck route to provide a clear separation of industrial uses and heavy traffic from the tourists/retail and residential uses and keep heavy trucks out of these areas. - Reduce truck traffic impacts in residential areas.
Parking	- Conduct a shared parking analysis for existing peak and off-peak private users downtown. - Upon completion of the Waterfront Park improvements, relocate the Farmer's Market to the waterfront area.



Waterfront CRA Master Plan Traffic Circulation and Parking Study



March 20, 2009

Prepared by:





INTRODUCTION

Purpose of the Study

The purpose of this study is to evaluate the need for transportation related improvements for the 34-acre Waterfront Community Redevelopment Area (CRA) in downtown Fernandina Beach, Florida, as shown in Figure 1. The study's focus is to recommend improvements that are necessary to support development and implementation of the Waterfront Master Plan.

Background

The Waterfront CRA was established by the City of Fernandina Beach Community Redevelopment Agency in 2005. In the three years since completion of the Redevelopment Plan, the City has achieved the following in the Waterfront CRA:

- Adopted the CRA Capital Improvements Plan
- Adopted CRA design guidelines
- Secured grant funding from Florida Inland Navigation District
- Secured grant funding from Florida Fish and Wildlife Conservation Commission (Boating Infrastructure Grant Program)
- Secured grant funding from the Waterfronts Partnership
- Established Florida Waterfronts Committee
- Created a Waterfront Mixed Use Land use category
- Completed Front Street Concept Plan

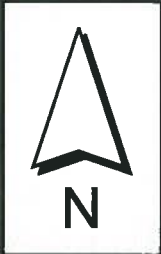
Review of Previous Studies

CRA Master Plan

The “*Waterfront Area Community Redevelopment Plan – Amended May 2005*” details the objectives, strategies and projects that were adopted to guide redevelopment. Some of the key elements of the CRA Plan relating to transportation are as follows:

Vision Statement

- Maintain views and access to the water
- Establish a sense of place along the water's edge
- Maintain the character of Fernandina Beach, as reflected in its working waterfront and historic district



Source : City of Fernandina Beach
& USGS 2004 Aerial

Date : 03/11/09

250 0 250 500 Feet

FIGURE 1
COMMUNITY REDEVELOPMENT
AREA LIMITS MAP
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC COHEN
& ASSOCIATES INC.
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



Objectives and Strategies

- Front Street improvements
 - Eliminate one of the railroad tracks to provide additional right of way
 - Frontage road on east side of tracks to allow frontage
 - Connect Alachua to Front Street for vehicular and pedestrian traffic
 - Provide a pedestrian crossing at Broome Street or full vehicular access with traffic calming and limitation on trucks.
 - Design elements consistent with Centre Street
- Construct sidewalks, as needed
- Pedestrian-scale street lighting throughout CRA, consistent in style with Centre Street lighting
- Develop a way-finding signage program throughout the historic downtown
- Restrict street sweeping and refuse collection to early morning and late night to avoid conflicts with pedestrian and vehicular traffic flow.
- Public access to the water
 - Redesign public waterfront lands to provide enhanced park facilities
 - Provide a community icon at Centre Street/Front Street intersection
 - Provide a riverwalk system along the water
 - Provide incentives for water views and/or pedestrian connections on private lands
- Parking – relocate waterfront parking to lands east of the railroad tracks
 - Evaluate City-owned property and rights-of-way for additional parking
 - Incorporate screening and landscape standards for new off-street parking facilities

These redevelopment objectives are portrayed graphically in Figure 2, Redevelopment Initiatives Diagram, from the Waterfront Area Community Redevelopment Plan. (Note: Waterfront designs/plans may have changed since this study.)

Parking Master Plan

A Parking Master Plan (PMP) was completed for the City of Fernandina Beach in July 2002. The PMP divided the 35-block study area from Dade Street, to Ash Street, to 8th Street to the Amelia River into three sub-areas: Downtown Sub-Area, Marina Sub-Area, and Residential/Church Sub-Area. The PMP relied on the Parking Supply/Demand

A detailed map of the Amelia River waterfront district. The map shows a grid of streets including Dade St, N 2nd Street, N 3rd Street, N 4th Street, Calhoun St, Broome St, MACHUM ST, CENTRE ST, ASH ST, BEECH ST, S 2nd Street, and S 3rd Street. Key features include the Amelia River, Waterfront Park, Community Center, and various streets like West Front Street and Front Street. A scale bar at the bottom indicates distances of 0, 100, and 300 feet. A north arrow is also present.

AMELIA RIVER

WEST FRONT STREET

FRONT STREET

DADE ST

N 2ND STREET

N 3RD STREET

N 4TH STREET

CALHOUN ST

BROOME ST

MACHUM ST

CENTRE ST

ASH ST

BEECH ST

S 2ND STREET

S 3RD STREET

Waterfront Park

Community Center

Transitional District

CRAB BOUNDARY

pedestrian and/or vehicular connections

working waterfront district

riverwalk with view corridors and/or viewing access areas

0 100 300

Note : Waterfront designs/plans may have changed since this study.



Study conducted previously in 1999. Extensive consensus building was undertaken to address parking issues and identify potential future parking location and number of spaces. The PMP did not address the portion of the CRA located to the west of the RR that is outside of the Marina Sub-Area. The PMP Action Plan high and medium priority recommendations are summarized as follows:

Downtown Sub-Area

- Enforce parking regulations on a consistent and regular basis
- Implement two to three hour time limits or a fee based system along Centre Street
- Implement six to seven hour time limits or fee based system along perpendicular roads
- Retain some of City property for future parking, especially in high demand areas
- Add a parking requirement or an in-lieu fee to the Zoning Ordinance
- Increase patrol officer visibility during business closing hours
- Improve signage to/from parking areas
- Consider a fee-based system

Marina Sub-Area

- Implement overnight parking permits for lots C and D
- Prohibit overnight parking for lots A and B
- Implement time limits or fee based system for lots A and B

Residential Church Sub-Area

- Implement a residential parking permit in problematic areas – where businesses and residential units are merged in close proximity to each other
- Improve lighting conditions to encourage residents to walk to and from downtown

Land Development Traffic Assessment for Lane Company Downtown Fernandina Project

This study was conducted in September 2006 to project the traffic impacts from the proposed development of 3 parcels of land, consisting of 3.3 acres and 8,000 sq. ft. of retail with 4 lofts above and 32 townhouse units. The project was projected to generate 566 daily trips and 36 p.m. peak hour trips. The general findings of this study were:

- There will be no failing roadway links within the project impact area.



Front Street/2nd Street Traffic Circulation Scenarios

A study was conducted in June 2008 to evaluate various scenarios for traffic circulation on Front Street and Centre Street, based on future development of the Waterfront CRA. The future development assumptions included 400,000 square feet of light industrial/warehouse, 300 residential dwelling units, 100,000 square feet of office, and 400,000 square feet of retail, which was assumed to be a maximum development level. The primary purpose of the analysis was to determine the potential for opening the Alachua Street railroad crossing and the possible impacts of closing the Centre Street crossing. The following are the stated conclusions of the study:

- In the future motorists will experience significant delay in the area around Centre and 2nd Streets (*Note: Centre/2nd St. intersection – westbound - 24 seconds approach delay – LOS C; northbound - 28 seconds approach delay - LOS D*)
- Closing the Centre Street crossing would be detrimental to the goals of the City of Fernandina Beach.

ANALYSIS

Study Area

As stated earlier, the purpose of this study is to evaluate the need for transportation related improvements for the Waterfront Community Redevelopment Area (CRA). The study's focus is to recommend improvements that are necessary to support development and implementation of the Waterfront Master Plan. The primary study area will focus on the area of the CRA that is west of the railroad tracks, along the waterfront.

In order to properly evaluate traffic flow and circulation and the level of connectivity needed along the waterfront, it is important to understand key travel origins and destinations, major generators and the characteristics of the *surrounding* street network. To better understand the transportation context, the study area, shown on Figure 1, is defined as follows:

Primary Study Area (PSA)

Waterfront Community Redevelopment Area property west of the railroad

Secondary Study Area (SSA)

- Dade Street on the north
- 8th Street on the east
- Beech Street on the south
- Amelia River on the west

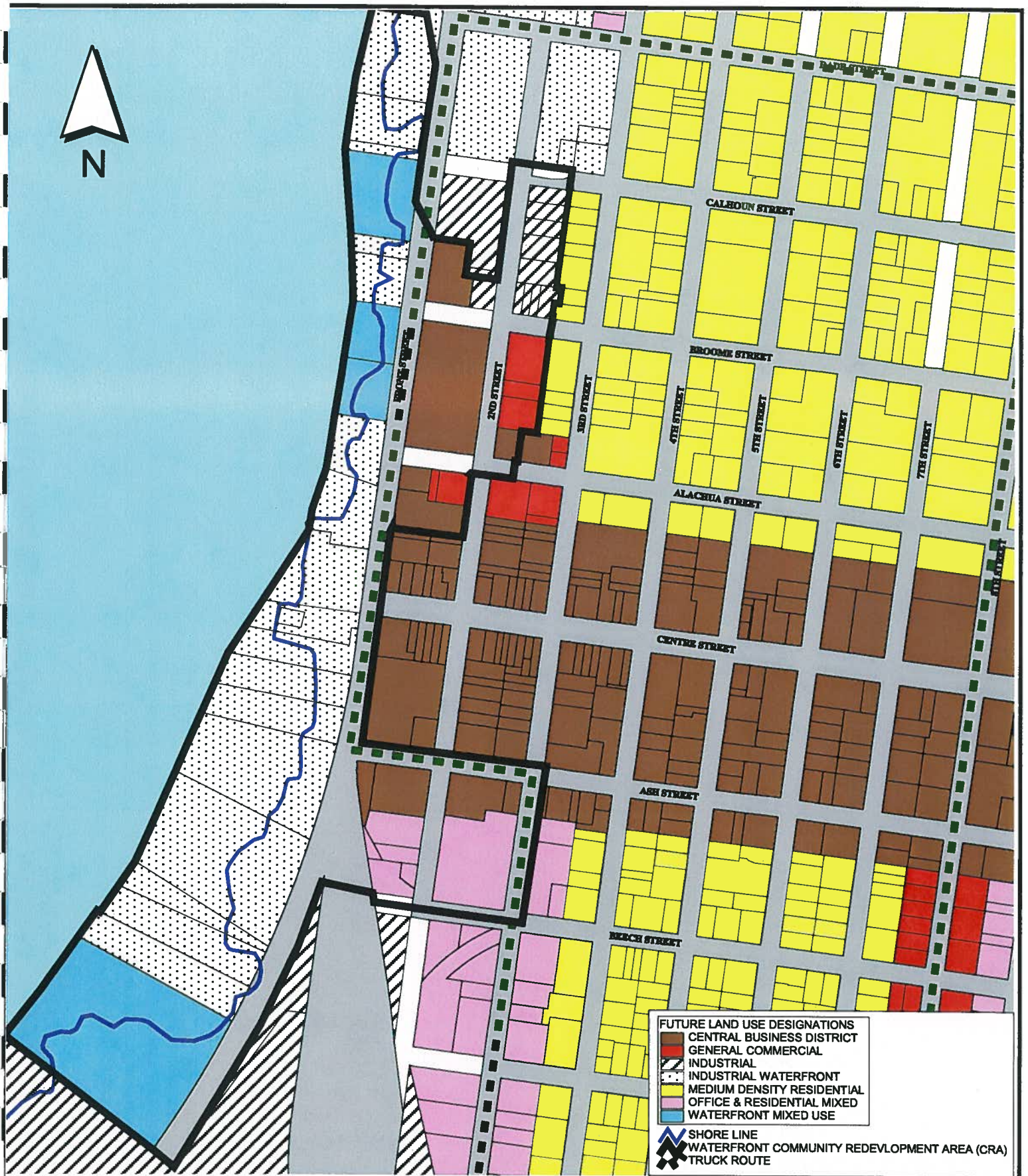


Land Use

Primary Study Area (PSA)

The PSA, located to the west of and including the RR consists of 13 private parcels and seven City-owned parcels. To the north along the water front are the Port Facility and Smurfit Stone Paper Plant and to the south is Rayonier Paper Plant. The RR and marine industries characterize the area. The existing land uses consist of marina, marine industrial, commercial fuel docks, and restaurant.





Source : Nassau County Property Appraiser
& City of Fernandina Beach

Date : 03/11/09

200 0 200 400 Feet

FIGURE 3
CRA FUTURE LAND USE DESIGNATIONS
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC O H E N
A ASSOCIATES INC
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



designation. The CRA Waterfront Development Plan proposed a somewhat larger area that would incorporate 6 parcels. (Note that the northernmost parcel that was changed to Waterfront Mixed Use was envisioned as part of the Working Waterfronts area {not mixed use} in the Waterfront Area Community Redevelopment Plan.)

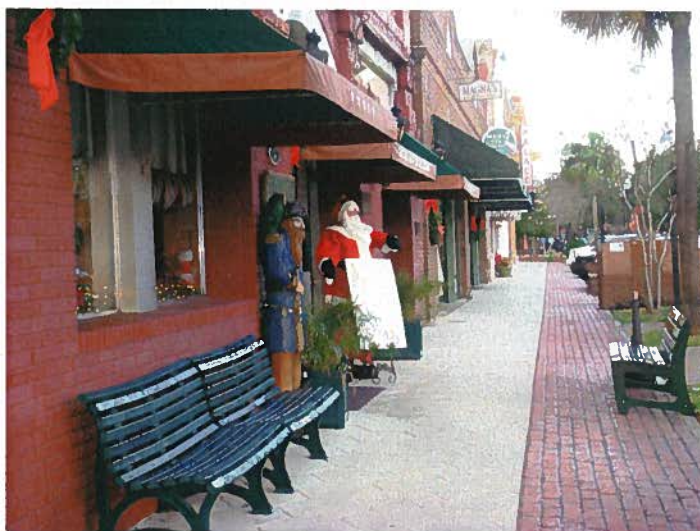
The allowable zoning is reflective of Coastal High Hazard Area restrictions on the increase in entitlements and the City's desire to maintain the characteristics of a working waterfront at a scale of development consistent with the historic development pattern.

Much of the Primary Study Area (waterfront) has physical development constraints that, along with City and State regulations and adopted CRA design guidelines, will limit the scale and impact of redevelopment. There are, however, opportunities for private and public/private redevelopment. The City of Fernandina Beach has developed a concept plan for improvements to Front Street and is currently designing a waterfront park for the seven City-owned parcels.

Land use and site design of the redevelopment of waterfront parcels will determine if the CRA becomes predominantly an auto-dominated or a pedestrian-oriented area. The site design of the building, circulation, parking and landscaping will create the context for a walkable environment or a driving environment. With Front Street lacking connectivity to the larger grid system, the small shallow lots on the waterfront leaving no other opportunities for connectivity, and parking provided between uses and Front Street, the creation of an urban pedestrian environment will be a challenge. Alternatively, allowing the PSA to become a predominantly vehicular environment creates conflicts with the City's Vision Statement to establish a sense of place along the water's edge, maintain views and access to the water, and provide public access to the water. A vehicular-driven development pattern will likely restrict development opportunities of private development parcels along the waterfront.

Secondary Study Area (SSA)

Directly across the railroad from the waterfront properties is the Secondary Study Area located between 8th Street on the east, the rail line on the west, Dade Street on the north and Beech Street on the south and consisting of the downtown and portions of the Historic District. Unlike the CRA, most of the Historic District has a substantially built out sustainable mix of uses with a highly walkable commercial





core, civic and recreational uses, and a diverse residential area. This is an area where people enjoy living, working, playing and visiting time and again.

While the SSA is substantially built out, there are some opportunities, primarily for redevelopment (First Baptist Church, the post office, etc.). Please refer to Figure 4, Development/Redevelopment Opportunities. The likelihood is that the majority of redevelopment over time will come from the continued increase in the attraction of Downtown/Historic Fernandina to tourist and daily visitors. This will cause continued intensification from small scale redevelopment in and around Centre Street.

The scale of the development and redevelopment allowed by City regulations along with the size of parcels within the tightly defined urban block and street grid will limit the severity of traffic impacts from the limited number of individual projects.

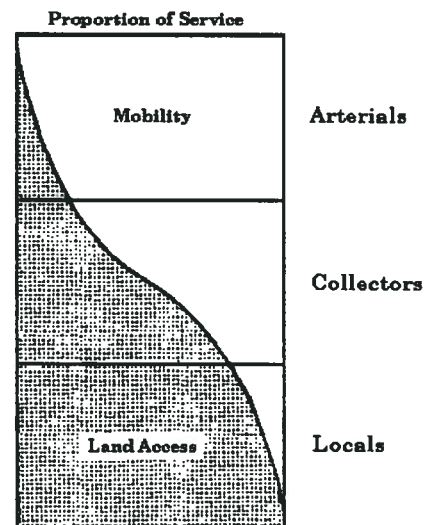
Mobility

The City's overall downtown roadway network with short blocks and frequent connections (intersecting streets) provides excellent mobility, by dispersing traffic and offering multiple route choices. In a downtown network, the primary purpose of most of the roadways is to provide pedestrian and vehicular *access* to properties in the downtown. Access is an inverse function of mobility, as shown in the figure. The more access a roadway provides to properties, the less mobility it provides.

As such, the desired characteristics for a typical downtown roadway network do not focus on roadway capacity but rather focus on:

- **Slow speeds** – this is achieved through side friction (parking, etc. along the street), short blocks with stop controlled intersections and other traffic calming devices, such as pavement treatments for pedestrian crossings. The City's network generally exhibits these characteristics. The **highest recorded average speed** on the downtown network was **20.7 mph** on westbound Beech Street.
- **Evenly dispersed traffic volumes** - this is achieved through the provision of a network of multiple intersecting roadways, providing a variety of route choices. The downtown network generally exhibits low traffic volumes, due to the dispersed traffic patterns. Centre Street is the highest volume roadway, at 2,625 vehicles per day. The other streets in the network typically experience less than 1,000 trips per day, as follows.

Relationship of functionally Classified Systems in Serving Traffic Mobility and Land Access





Source : Nassau County Property Appraiser
& 2004 USGS True Color Aerial
Date : 03/11/09

FIGURE 4
DEVELOPMENT / REDEVELOPMENT
OPPORTUNITIES
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

200 0 200 400 Feet

ZEVC COHEN
& ASSOCIATES INC
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



- **Pedestrian-oriented environment** – this is achieved through the provision of pedestrian-scaled amenities such as furnishings, and architecture to evoke a sense of place, providing a secure environment through lighting and safe crossings. The SSA network generally exhibits these characteristics, while the PSA significantly lacks these characteristics. More detailed information regarding the pedestrian environment is provided in the connectivity section of this report.

The Existing Transportation Facilities are shown in Figure 5. Pedestrian and vehicular transportation facilities are shown, as well as the designated truck route through the area. In general, the SSA network is an excellent high-capacity grid network, both for vehicles and pedestrians. There are some missing links of the network that hinder it from operating at its maximum level of efficiency.

Vehicular classification counts were taken the week of December 14, 2008. This information is shown in Figure 6, Existing Daily Traffic Volumes, and is provided in Appendix A, Existing Daily Traffic Volumes. The data collected includes average speed, vehicle class (truck, motorcycle, passenger car, etc.), and volumes. Additional information is provided in the Vehicular Mix/Truck Traffic section of this report. Key count locations are summarized below.

Street	Link	Count ¹	LOS C Capacity	% Capacity Used
Centre St.	2 nd to 3 rd	2,625	7,280	36%
Centre St.	Front to 2 nd	1,868	7,280	26%
Ash St.	Front to 2 nd	1,223	7,280	17%
Front St.	Centre to Ash	944	7,280	13%
Alachua St.	2 nd to 3 rd	730	7,280	10%
2 nd St.	Centre to Alachua	514	4,400 ²	12%

Notes: ¹24-hour volume; ²one-way segment

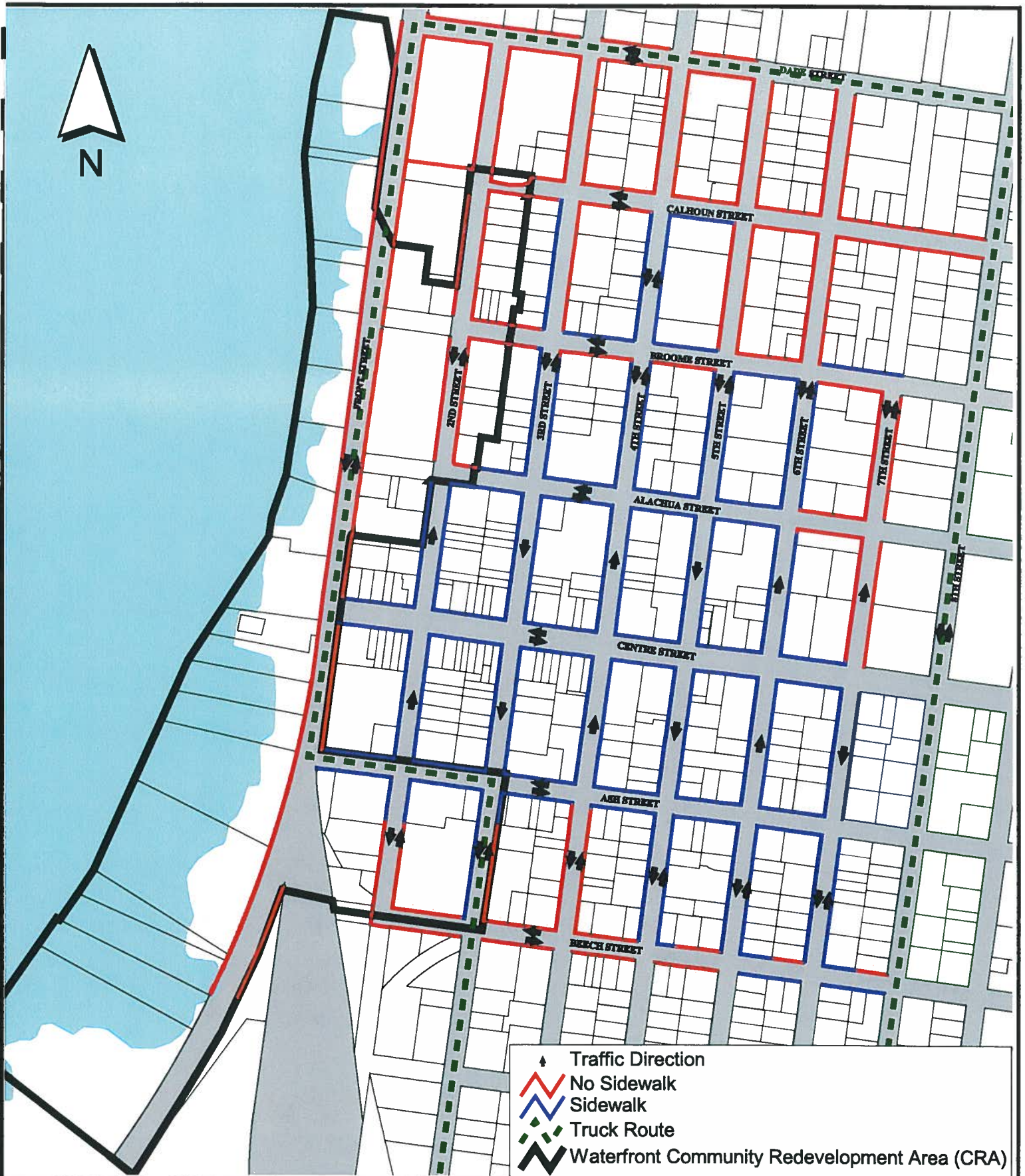
Primary Study Area – Front Street

The 24-hour volume counts for southbound (SB) and northbound (NB) Front Street are shown on Figure 7, Directional Daily Traffic Volumes, and are summarized below:

Front St. Link	SB	NB	Total
Dade to Centre	135	115	250
Centre to Ash	494	450	944
South of Ash	108	74	182

Centre Street to Ash Street

Existing traffic volumes on Front Street are low, particularly north of Centre Street and south of Ash Street. Most of the traffic on Front Street is between Centre and Ash. Of that, nearly half of the traffic (41% inbound and 30% outbound) from Centre Street is



Source : Nassau County Property Appraiser

Date : 03/11/09

200 0 200 400 Feet

FIGURE 5
EXISTING TRANSPORTATION FACILITIES
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC **COHEN**
ASSOCIATES INC.
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



Source : Nassau County Property Appraiser

Date : 03/05/09

200 0 200 400 Feet

FIGURE 6
EXISTING DAILY
TRAFFIC VOLUMES
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC **COHEN**
& ASSOCIATES INC.
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



Source : Nassau County Property Appraiser

Date : 03/11/09

200 0 200 400 Feet

FIGURE 7
DIRECTIONAL DAILY VOLUMES
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC COHEN
A ASSOCIATES INC
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



coming from/to the parking lots and not directly accessing Front Street for any significant distance. This traffic circulation pattern could change, depending on how the waterfront area is built-out. If parking remains a primary use along the waterfront, the traffic circulation pattern between Centre and Ash Streets is not likely to change significantly.

Dade Street to Centre Street

Between Dade Street and Centre Street, only 11% of the 1,026 trips heading westbound on Centre Street at Front Street proceed north on Front Street to Dade Street. About 16%, (135 trips) of the eastbound trips at Centre Street are heading southbound on Front Street. The peak direction for Front Street, between Centre and Dade is currently southbound. The directional split is 54% (southbound), which is pretty typical for a peak directional flow.

Front Street could operate effectively, between Dade and Centre, as a one-way facility, from a mobility standpoint. However, the one-way facility will further limit vehicular accessibility and further amplifies the need for additional connections to Front Street (at Alachua and/or Broome). The assessment of whether Front Street should be one-way is also dependent on how the properties along Front Street redevelop.

South of Ash Street

The count for Front Street, south of Ash was 182 bi-directional trips per day. It has a predominantly southbound (SB) directional flow (59%). About 7 heavy trucks use this segment per day (5 SB and 2 NB).

Secondary Study Area

The City has an excellent grid transportation network in the downtown area, providing many route choices. Centre Street is the major roadway running east-west through the downtown. It is a 2-lane undivided facility with diagonal parking along both sides. As expected, Centre Street carries the most traffic (2,625 trips per day) of any downtown roadway. The maximum service volume of Centre Street at LOS C is 7,280 vehicles per day. **Centre Street, the most heavily traveled roadway in the downtown, is currently operating at only 36% of its daily capacity.**

The low volumes indicate that the City has substantial capacity available in the existing roadway network to accommodate additional development and redevelopment. Because the SSA is an effective network of highly connected internal roads that provide mobility by giving more options for reaching a destination and dispersing traffic, the road network should be able to handle projected increases in traffic due to even a very aggressive redevelopment program.



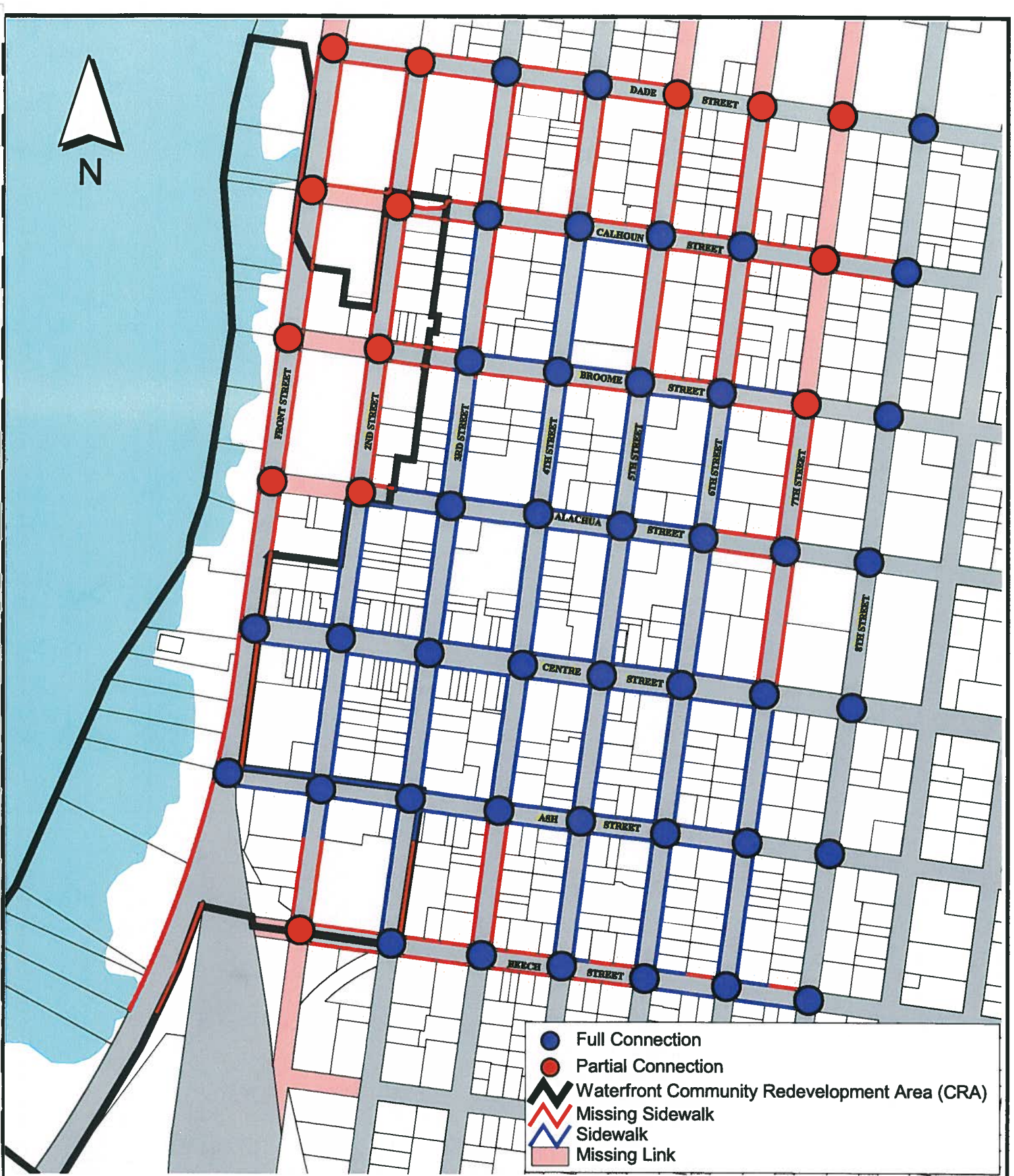
Network Connectivity

Network connectivity is the degree to which walkways and roads are connected to allow direct travel between destinations. The overall network is shown on Figure 8, Network Connectivity. A connectivity index can be used to quantify how well a roadway network connects destinations. Indices can be measured separately for vehicular and pedestrian travel, as noted below.

Primary Study Area Connectivity

Within the Primary Study Area, the City's finding of necessity Resolution identified inadequate street layout (connectivity), and lack of pedestrian or bicycle facilities and parking as blighting influences. Front Street and the PSA exhibit the following characteristics:

- **Vehicular**
 - **Internal Connectivity:** This area is not well connected to an internal road network. Front Street is the only roadway facility west of the RR tracks, with properties accessing the roadway directly. There is no internal street network.
 - **External Connectivity:** This area is not well connected to an external roadway system with only three connections (Dade, Centre, and Ash) in the eight-block area. In comparison, the adjacent SSA system has eight connections in the eight-block area.
- **Pedestrian**
 - **Connectivity:** Walkable communities limit block sizes to 300 feet to 400 feet. The spacing of connections (effective block size) along Front Street ranges from approximately 475 feet between Ash Street and Centre Street to 1,750 feet between Centre Street and Dade Street.
 - **Recommended Spacing:** The recommended spacing for pedestrian connections is 330 feet. The recommended spacing is a challenge, due to the regulations restricting the spacing of railroad crossings, as noted below.
- **Railroad:** The rail line is an unsightly physical barrier. Although the railroad is critical to the City's port facility and economic well being, it is also a major design constraint to the redevelopment of the CRA. Front Street is the only street providing vehicular access for the waterfront. Running north and south, Front Street is a two-way street squeezed tightly along the west side of the rail line (six feet or less from the edge of track – three feet from the edge of a railroad car when a train is present). In certain areas, the tracks sit at a significantly higher grade than the neighboring property to the east, creating a substantial separation and visual barrier. The rail cars sitting on the most westward track for lengthy periods of time add to the physical barrier effect, creating a constraint to achieving an urban level of vehicular and pedestrian



Source : Nassau County Property Appraiser

Date : 03/11/09

200 0 200 400 Feet

FIGURE 8
NETWORK CONNECTIVITY
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVCCOHEN
A ASSOCIATES INC
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



accessibility. An application for a new crossing has been made by the City of Fernandina Beach for a new railroad crossing at Alachua Street and Front Street. It is currently under review by the Florida Department of Transportation, CSX railroad and Railtec (the short-line operator). **Railroad crossings are typically required to be spaced at least one-half mile (2,640 pedestrian crossings/connections every 300 feet and vehicular connections every 1,320 feet.**

Summary: The PSA has poor accessibility and connectivity that are not conducive to redevelopment.

Because of the limitations in the PSA described above, every opportunity to create a more walkable and interconnected business environment should be incorporated into the design of the Waterfront Master Plan. Obtaining a railroad crossing at Alachua Street is a core improvement, key to obtaining a more walkable, interconnected environment. A traditional urban environment would mimic Centre Street with parking located on the street and behind buildings, with a continuous line of attached building fronts oriented to the street. This will not occur in its ideal form within the PSA due to physical constraints, but measures taken to improve urban form will increase opportunities for redevelopment.

Secondary Study Area Connectivity

Within the SSA, the small city block (average of 200 feet by 400 feet) and street grid system, located between 8th Street on the east, the Rail line on the west, Dade Street on the north and Beech Street on the South is a well connected network and provides good accessibility. The short blocks create frequent stop-controlled intersections, keeping speeds low. It should be noted that this level of connectivity is diminished for the blocks located between 2nd Street and the rail line because there is no form of public access (vehicular or pedestrian) on the west side of the blocks adjacent to the railroad.

○ **Vehicular:**

- **Internal Connectivity:** Within the SSA described above there are **39 intersections within a one-quarter square mile**. An index of 25 intersections per square mile (**6.25 intersections per one-quarter square mile**) is indicative of a highly connected system. As apparent by the index, the network is a very highly connected grid system, providing the highest level of route choice, connectivity and mobility.
- **External Connectivity:** Neighborhoods within the area have connections to the larger external street system at every block, or approximately at one-eighth mile intervals. An index of connections to the larger street system at every one-quarter mile is indicative of a highly connected system; Fernandina's network



performs twice as good as the standard indicator. A few streets at the outer edges of the SSA (2nd, Beech, 7th) are not continuous, as shown on Figure 7. However, due to the location of these “missing links”, the low traffic volumes, and strong grid around these areas, the lack of connectivity on these few segments is not much of a constraint for the overall network.

○ **Pedestrian:**

- **Connectivity:** Walkable communities limit block sizes to 300 feet to 400 feet. The spacing of connections throughout the SSA ranges from approximately 400 feet between east-west streets to 200 feet between north-south streets. The pedestrian connectivity throughout the SSA is excellent.
- **Recommended Improvements:** Some areas (primarily residential) do not have sidewalks, as shown on Figure 8, Network Connectivity. The areas without sidewalks can be improved by the addition of sidewalks to the grid system over time.

Summary: The area has excellent accessibility and connectivity, with the exception of missing sidewalk connections for pedestrians., particularly in the residential areas.

Vehicle Mix/Truck Traffic

Informal interviews of various business owners, City Staff and Port Authority Staff were conducted to determine loading and delivery locations, parking issues and truck routes. Summaries of key interviews are provided in Appendix D. The following information was obtained from the discussions:

- Business deliveries generally occur in loading zones on side streets and the merchandise is carted to the business.
- Existing loading/delivery options appear to work acceptably. No specific changes regarding loading and delivery in the downtown are recommended at this time.

In addition to interviews, vehicular classification counts were collected the week of December 14, 2008, to determine the vehicle mix on the area roadway network. The Federal Highway Administration uses 13 classes to categorize vehicles, as follows:

- Class 1- Motorcycles
- Class 2- Passenger Cars
- Class 3- Other Two-Axle, Four-Tire, Single Unit Vehicles
- Class 4- Buses
- Class 5- Two-Axle, Six-Tire, Single Unit Trucks
- Class 6- Three-axle Single unit Trucks
- Class 7- Four or More Axle Single Unit Trucks

Table 1: Summary of Vehicle Classification Counts

Roadway	Segment	Direction	Speed (mph)		Vehicle Class					Daily Volume	
			85th Percentile	Average	1 - 3	4	5	6 - 13	Heavy Truck	Directional	Total
Alachua	2nd/3rd	Eastbound	19.7	15.6	97.0%	0.0%	2.2%	0.9%	597	730	
		Westbound	22.6	16.9	96.3%	0.0%	2.3%	1.5%	133		
Ash	Front/2nd	Eastbound	21.9	17.5	95.2%	2.3%	3.1%	1.4%	737	1223	
		Westbound	24.6	19.1	95.7%	0.0%	2.9%	1.4%	486		
Beech Street	2nd/3rd	Eastbound	19.9	16.9	84.1%	2.8%	11.2%	1.9%	107	312	
		Westbound	23.7	20.7	93.7%	0.0%	5.9%	0.5%	205		
Broome	2nd/3rd	Eastbound	17.4	14.0	96.1%	0.0%	3.9%	0.0%	51	77	
		Westbound	18.6	15.9	96.1%	0.0%	3.8%	0.1%	26		
Centre	Front/2nd	Eastbound	13.4	10.5	98.5%	0.0%	1.2%	0.0%	843	1868	
		Westbound	13.2	10.8	97.5%	0.0%	1.3%	1.3%	1026		
Centre	2nd/3rd	Eastbound	13.6	10.9	98.6%	0.2%	1.1%	0.0%	1166	2625	
		Westbound	14.5	11.7	97.8%	0.3%	1.6%	0.2%	1459		
Dade	2nd/3rd	Eastbound	21.0	15.3	83.7%	0.4%	3.4%	12.4%	233	451	
		Westbound	22.1	16.9	87.1%	0.9%	1.4%	10.6%	218		
2nd	Alachua/Centre	Northbound	17.0	13.6	97.8%	0.0%	1.8%	0.4%	514	514	
2nd	Broome/Alachua	Northbound	22.1	18.6	96.8%	0.0%	2.5%	0.6%	150	313	
		Southbound	22.8	18.5	96.1%	0.0%	1.6%	2.9%	163		
Front	South of Dade	Northbound	19.5	15.1	93.9%	0.0%	4.3%	1.8%	115	250	
		Southbound	19.2	15.2	94.8%	0.7%	0.0%	4.4%	135		
2nd	Ash/Beech	Northbound	21.3	16.7	94.9%	0.0%	4.6%	0.5%	194	274	
		Southbound	20.6	15.3	93.9%	0.0%	6.3%	0.0%	80		
2nd	Centre/Ash	Northbound	17.2	12.9	98.0%	0.0%	1.8%	0.2%	438	438	
Front	Centre/Ash	Northbound	20.1	15.6	95.8%	0.0%	2.7%	1.6%	450	944	
		Southbound	20.6	16.3	93.7%	0.4%	2.2%	3.6%	494		
Front	South of Ash	Northbound	19.7	14.1	94.6%	0.0%	2.4%	2.8%	74	182	
		Southbound	18.6	14.8	92.6%	0.0%	2.8%	4.6%	108		



- Class 8- Four or Less Axle Single Trailer Trucks
- Class 9- Five-Axle Single Trailer Trucks
- Class 10- Six or More Axle Single Trailer Trucks
- Class 11- Five or Less Axle Multi-Trailer Trucks
- Class 12- Six-Axle Multi-Trailer Trucks
- Class 13- Seven or More Axle Multi-Trailer Trucks

More detailed descriptions and representative samples of the 13 classes are provided in Appendix B. For purposes of this analysis, the 13 classifications were combined into four overall categories:

1. Class 1-3 (Passenger vehicles/primarily private use),
2. Class 4 (Buses),
3. Class 5 (Fed-Ex style trucks/EMS vehicles), and
4. Class 6 and above (big trucks)

PSA

Front Street serves some heavy truck traffic and is part of the City's designated truck route as shown on Figure 5. Because of the mix of uses along Front Street (industrial, public, retail), there is also a mix of traffic. Pedestrians are currently forced to interact with trucks, trains and other heavy vehicles. This conflict will escalate as the waterfront develops and increased pedestrian activity occurs in this area.

SSA

Truck traffic has been an issue for some of the residential areas. Neighborhood complaints along Dade Street include: trucks parking in a no parking zone, staging work east of 3rd Street, blocking of access, and safe flow of traffic.

The truck traffic from the port utilizes 8th Street to Dade Street and generally avoids Front Street and the downtown. Trucks utilize the same route in-bound and out-bound. Likewise, Smurfit Stone to the north utilizes 8th Street and 14th Street. Rayonier to the south utilizes Gum Street for access to its site. Therefore, some of the heaviest users are able to avoid routing trucks through the downtown.

Florida Petroleum utilizes 2nd Street, north to Dade for its bulk facility. For the facility located on Front Street, trucks proceed down Front Street to Ash to 3rd to Gum Street.

If a vehicular crossing were obtained (at Alachua or Broome Street), Florida Petroleum could route southbound trucks on Front Street across the new connection to Second Street north to Dade Street and out to 8th Street. This would provide many advantages:

1. The more industrial nature of the working waterfront uses could be better defined and separated from the tourist-oriented commercial and public uses along the waterfront (by making the land use north of the new connection



industrial/working waterfront and the land south of the new connection waterfront/mixed use).

2. Industrial (truck) traffic could be separated from the pedestrian-oriented uses on Front Street south of the new connection.
3. The crossing would be centrally located between the current crossings at Dade Street and Centre Street.
4. Homeland Security issues require that pedestrians be kept off of the Florida Petroleum property. Any pedestrian connections at Broome should route pedestrians along the south side of the right of way and buffer the Florida Petroleum site from unintended pedestrian access.
5. If the crossing (at Alachua or Broome) is not provided, Front Street will need to accommodate large trucks, which do not mix well with the pedestrian-oriented nature of the park and waterfront.



In order to pursue a crossing at Broome Street, Railtec will need to be consulted to determine options to storing rail cars on the western-most track.

There are decisions regarding truck traffic that need to be addressed to reduce the conflict between incompatible traffic mixes. If a connection is made to Front Street from (Alachua Street or Broome Street) the truck route could be re-designated to reduce impacts along Front Street and in the office/residential mixed use areas to the south of downtown.

Traffic Circulation

One-Way Streets Overview

Several streets in the SSA are one-way for one block north and one block south of Centre Street, as shown in Figure 5, Existing Transportation Facilities. The north/south streets alternate direction, beginning at 2nd Street (northbound) and continuing with 3rd Street (southbound) to 6th Street (northbound). 7th Street is one-way northbound north of Centre Street and one-way southbound south of Centre Street. These one-way sections are one lane, with diagonal and parallel parking. They function acceptably from a mobility standpoint, as traffic volumes are relatively low and the grid network is highly efficient.



Ash Street

The question of whether to make Ash Street one-way eastbound to facilitate truck traffic exiting the downtown has been raised by the City. The only significant truck traffic along Ash Street occurs along the 2 blocks between Front Street and 3rd Street. Florida Petroleum trucks travel down Front Street to Ash Street. From Ash Street, they turn south on 3rd Street to Gum Street to access the Rayonier site. This would not warrant making Ash Street one-way.

The benefits of making Ash Street one-way include the ability to provide diagonal parking (if it is reduced to a single lane) and creating additional pedestrian/landscaped area. This could spur redevelopment and additional private investment along Ash Street. Besides Centre Street (and one block of Second/Front Street), Ash Street is the only area downtown that has a Central Business District Future Land Use designation and is zoned C-3, which allows high intensity development. In addition, lots of record can develop at a density of 17 dwelling units per acre.

Further, one-way streets are typically created in parallel pairs. That is, if Ash Street were one-way eastbound, Centre Street or Beech Street should be evaluated for one-way westbound. This could provide an opportunity, in the future, to route more traffic down Ash Street to help spur redevelopment.

From an operational standpoint, (truck traffic and general mobility), making Ash Street one-way is not warranted at this time.

Front Street

One of the alternatives in the Front Street Concept Plan is to make Front Street a one-lane, one-way roadway between Dade Street and Centre Street. Based on the current daily traffic volumes along Front Street, as shown on Figure 6, Front Street does not need to be a two-lane facility. Just south of Dade, the traffic count is 250 vehicles per day (vpd); between Centre and Ash Streets it is 944 vpd; and, south of Ash it is 182 vpd. Southbound is the peak travel direction, as follows:

<u>Link</u>	<u>SB</u>	<u>NB</u>	<u>Total</u>
South of Ash -	108	74	182
Centre St. to Ash St.-	494	450	944
South of Dade -	135	115	250

It will be easier to make Front Street a one-lane, one-way facility if heavy vehicles do not have to be accommodated in the design (turning radius, width, etc.). This could be accomplished by redefining the truck route and obtaining a new railroad crossing at Alachua Street.



Making Front Street a one-lane, one-way facility will also make it easier (by reducing the right-of-way required for the roadway lanes) to achieve the objectives and strategies that were identified in the Waterfront CRA Plan for Front Street improvements, as follows:

- “Eliminate one of the railroad tracks to provide additional right of way.
- Frontage road on east side of tracks to allow frontage.
- Connect Alachua to Front Street for vehicular and pedestrian traffic
- Provide a pedestrian crossing at Broome Street or full vehicular access with traffic calming and limitation on trucks.
- Design elements consistent with Centre Street”

Parking

Previous Studies

The City’s Comprehensive Plan, adopted May 4, 2004, specifically addressed parking downtown, as follows:

Objective 2.08. Downtown Parking

The City shall ensure an adequate parking supply to serve downtown businesses, while maintaining the character of the downtown area and retaining the integrity of residential neighborhoods. The City shall ensure that an inadequate parking supply does not detract from the economic viability of downtown businesses.

Policies

2.08.01. The City shall prepare and implement a financially feasible plan for providing downtown parking.

2.08.02. The City shall monitor the supply and demand for parking facilities in the downtown area. The City shall determine fiscally responsible alternatives for resolving parking issues, while preserving the character of the downtown area and the integrity of the residential neighborhoods within and adjacent to the downtown.”

Further the Waterfront CRA Plan recommended the following Parking objectives and strategies:



- Relocate waterfront parking to lands east of the railroad tracks
 - Evaluate City-owned property and rights-of-way for additional parking
 - Incorporate screening and landscape standards for new off-street parking facilities

The Parking Master Plan Action Plan high and medium priority recommendations are summarized as follows:

Downtown Sub-Area

- Enforce parking regulations on a consistent and regular basis
- Implement two to three hour time limits or a fee based system along Centre Street
- Implement six to seven hour time limits or fee based system along perpendicular roads
- Retain some of City property for future parking, especially in high demand areas
- Add a parking requirement or an in-lieu fee to the Zoning Ordinance
- Increase patrol officer visibility during business closing hours
- Improve signage to/from parking areas
- Consider a fee-based system

Marina Sub-Area

- Implement overnight parking permits for lots C and D
- Prohibit overnight parking for lots A and B
- Implement time limits or fee based system for lots A and B

Residential Church Sub-Area

- Implement a residential parking permit in problematic areas – where businesses and residential units are merged in close proximity to each other
- Improve lighting conditions to encourage residents to walk to and from downtown

Analysis

Part-Time Impacts

The weekly farmers' market attracts a large number of visitors, causing crowded on-street parking within the block surrounding the 7th Street location, spilling over into the



residential areas. In support of Policy 2.08.02, above, the City should consider relocating the Farmer's Market activities to the waterfront park area, once improvements are made to accommodate it.

The downtown and surrounding neighborhoods are impacted by a variety of special events (approximately 30) in the months of March through December. Some of these events are external, but spill over to Downtown and others are held within the Downtown or waterfront areas. Please refer to Appendix C for a detailed list of special events. Overflow parking is available for these events at the public park and the middle school, east of Eighth Street (off of Centre Street).

Pedestrian Level of Service

Figure 9 shows ¼-mile distance from the public parking. The entire downtown area is within ¼-mile of public parking (actually most of it is substantially less than 1/4-mile). Figure 10, Pedestrian Level of Service (LOS), provides a detailed assessment of walking level of service from public parking areas. For purposes of this assessment, walking routes were deemed acceptable if they had a sidewalk on at least one side of the road. Those roadway links without a sidewalk on either side were not included as a viable route for pedestrians (and as such, are de facto LOS F). LOS A is defined as a walk distance (acceptable surfaces, security, etc. is assumed) of 400'. LOS B is defined as a walk distance of 800' and LOS C is defined as a walk distance of 1200'. Even with the "missing" sidewalk links, most of the network operates at an acceptable level. Provision of these sidewalks would improve the pedestrian LOS.

Especially with the 422 on-street parking spaces spread throughout the downtown area, there is ample parking within a reasonable proximity to all of the areas downtown. Further, general observation indicated that parking is generally about 70% occupied. Parking capacity does not appear to be a problem currently.

However, one of the findings of the Parking Master Plan conducted in 2002 was that desired parking locations for users along Centre Street had less to do with how far they had to walk and more to do with **line of sight** to the destination. **Visibility is a key factor for retail uses. Appropriate signage and way-finding will be an important factor in providing a "sense of visibility" for parking.**



Source : Nassau County Property Appraiser

Date : 03/12/09

300 0 300 600 Feet



FIGURE 9
1/4 MILE FROM PUBLIC PARKING
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC **COHEN**
& ASSOCIATES, INC.
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com

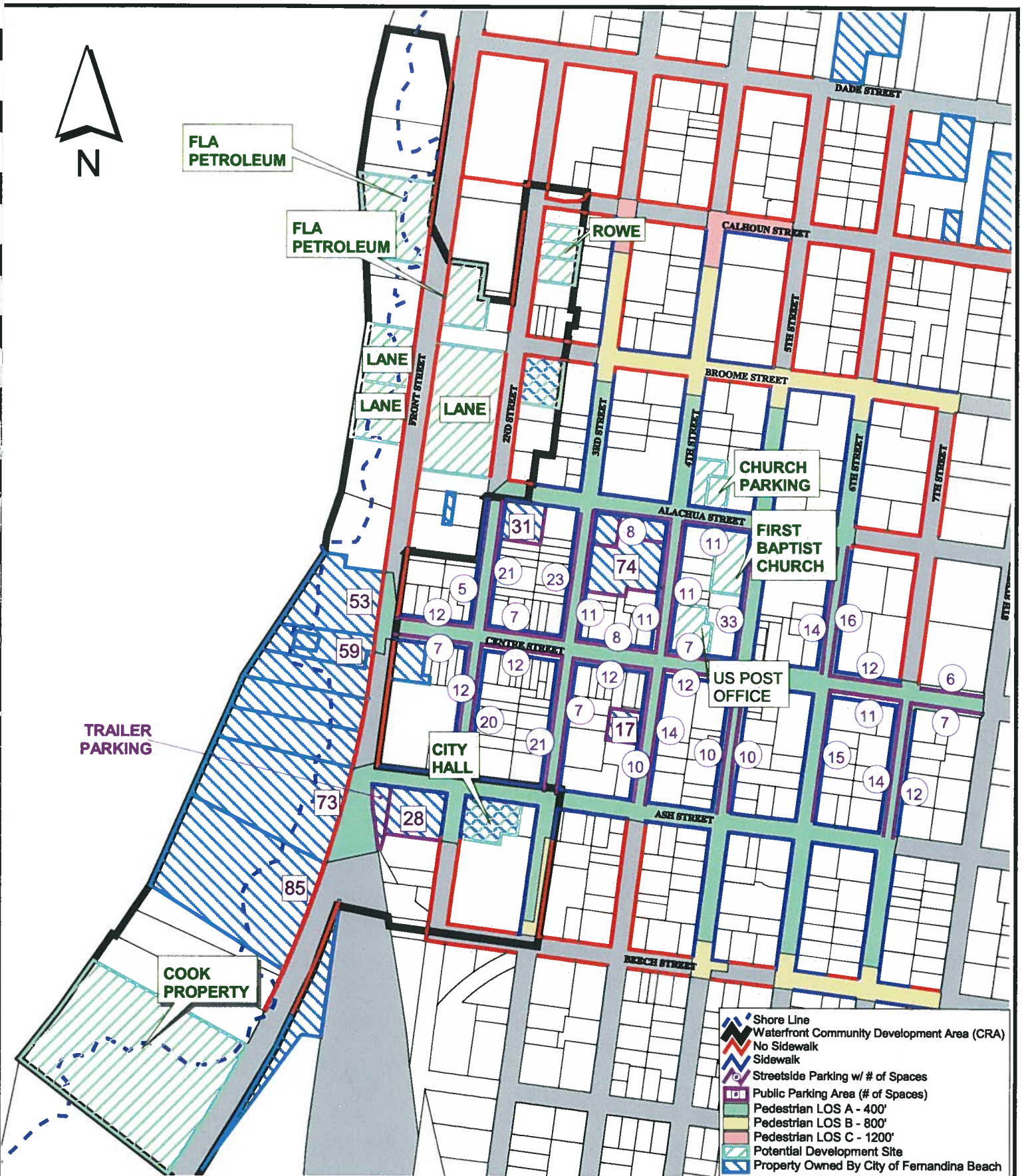


Table 2: Downtown Public Parking Spaces

Street Name	Roadside	Cross Street 1	Cross Street 2	Parking Spaces
2nd Street	West	Ash Street	Centre Street	12
2nd Street	West	Centre Street	Alachua Street	5
2nd Street	East	Ash Street	Centre Street	20
2nd Street	East	Centre Street	Alachua Street	21
3rd Street	West	Ash Street	Centre Street	21
3rd Street	West	Centre Street	Alachua Street	23
3rd Street	East	Ash Street	Centre Street	7
3rd Street	East	Centre Street	Alachua Street	11
4th Street	West	Ash Street	Centre Street	10
4th Street	West	Centre Street	Alachua Street	11
4th Street	East	Ash Street	Centre Street	14
4th Street	East	Centre Street	Alachua Street	11
5th Street	West	Ash Street	Centre Street	10
5th Street	West	Centre Street	Alachua Street	33
5th Street	East	Ash Street	Centre Street	10
6th Street	West	Centre Street	Alachua Street	14
6th Street	East	Ash Street	Centre Street	15
6th Street	East	Centre Street	Alachua Street	16
7th Street	West	Ash Street	Centre Street	14
7th Street	East	Ash Street	Centre Street	12
Alachua Street	South	3rd Street	4th Street	8
Alachua Street	South	4th Street	5th Street	11
Centre Street	North	2nd Street	3rd Street	7
Centre Street	North	3rd Street	4th Street	8
Centre Street	North	4th Street	5th Street	7
Centre Street	North	6th Street	7th Street	12
Centre Street	North	7th Street	8th Street	6
Centre Street	North	Front Street	2nd Street	12
Centre Street	South	2nd Street	3rd Street	12
Centre Street	South	3rd Street	4th Street	12
Centre Street	South	4th Street	5th Street	12
Centre Street	South	6th Street	7th Street	11
Centre Street	South	7th Street	8th Street	7
Centre Street	South	Front Street	2nd Street	7
<i>Total On-street Parking</i>				<i>422</i>
Parking Lot D				85
Parking Lot C				73
Ash Street Lot		Front Street	2nd Street	28
Parking Lot B				59
Parking Lot A				53
4th Street Lot		Centre Street	Ash Street	17
Alachua Street & 2nd Street Lot				31
Alachua Street Lot		3rd Street	4th Street	74
<i>Total Public Parking Lots</i>				<i>420</i>
TOTAL PARKING				842



RECOMMENDATIONS

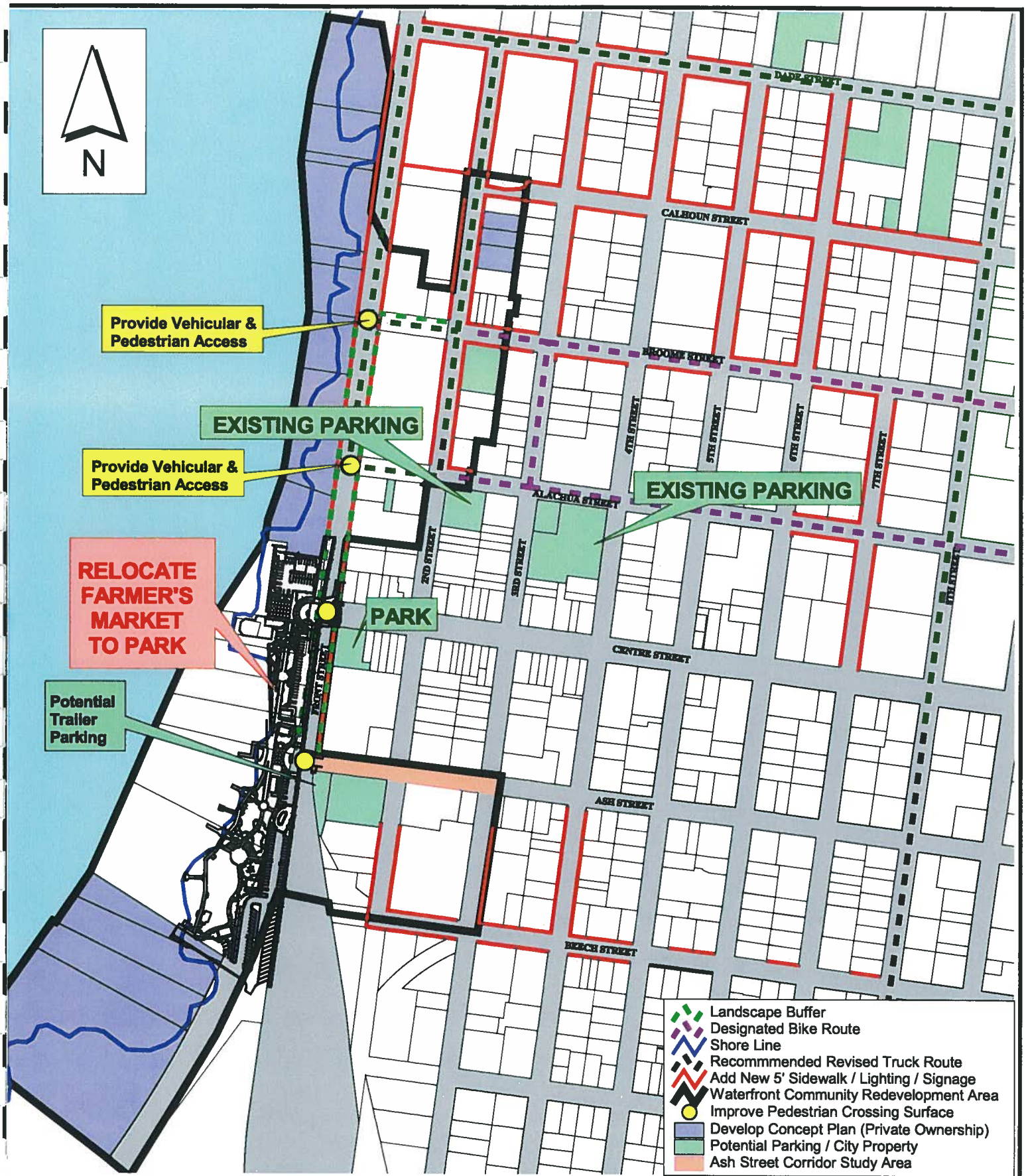
Recommendations, by subject area, are provided below. Figure 11, Recommended Transportation Improvements, graphically highlights some of the key recommendations.

Land Use

Providing additional accessibility will have a significant impact on shaping the development patterns and the ability to redevelop the waterfront area. The following actions are recommended:

1. **Separate incompatible uses** through traffic flow, buffering and landscaping. This can be achieved by providing a **vehicular railroad crossing (at Alachua Street or Broome Street)**. This will enable the property north of the connection to continue to transition to more industrial uses, while allowing the property south of the new connection to become more pedestrian-oriented. By providing a new crossing, Florida Petroleum trucks can use this crossing and avoid using Front Street, south of the new crossing.
2. **Revise the future land use designation and zoning classifications** on properties in the waterfront CRA in accordance with provision of a new rail crossing (industrial/working waterfront to the north and waterfront mixed use/pedestrian-oriented south of the new connection). This will provide a framework for development of the waterfront and encourage private investment consistent with the City's vision.
3. A development opportunity assessment should be considered for the 13 privately-owned parcels along the waterfront in order for the City to effectively implement the design of the Waterfront Park and Front Street improvements. This will provide a better understanding of potential uses and timeframes for development of undeveloped or underutilized parcels, which will better enable the City to plan for the impacts associated with the development of these parcels. A **concept plan** could be developed for **each site**, or the top priority sites, as desired by the City. Part of this analysis should include an assessment of the economically obsolete industrial buildings adjacent to Front Street.
4. It will be important to provide good access (both pedestrian and vehicular) along Front Street for the properties between 2nd Street and Front Street to become fully utilized. If the Lane property develops as proposed, a **pedestrian facility on the east side of the tracks is recommended, along with street level amenities and activities at the building face along the block.**





Source : Nassau County Property Appraiser

Date : 03/12/09

200 0 200 400 Feet

FIGURE 11
KEY STUDY RECOMMENDATIONS
WATERFRONT MASTER PLAN
FERNANDINA BEACH, FLORIDA

ZEVC **COHEN**
A ASSOCIATES INC
Civil Engineering · Landscape Architecture
Planning · Environmental Services · Transportation
300 Interchange Boulevard
Ormond Beach, Florida 32174
ph 386 677-2482 · fx 386 677-2505
www.zevcohen.com



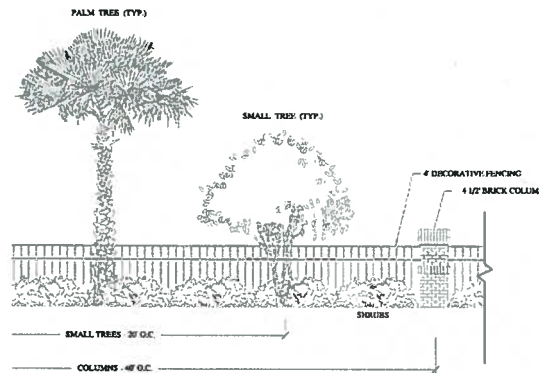
5. Ash Street has high intensity C-3 zoning, which allows a floor area ratio of 2.0. This is the same intensity as the development along Centre Street. However, as currently developed, Ash Street has a mix of lower intensity office and retail uses (with some residential mixed in). **A corridor study should be conducted for Ash Street** to identify opportunities for redevelopment. Streetscape and other roadway improvements should be considered as part of the study.

Access and Connectivity

There is no question that a key factor affecting the waterfront area's ability to experience redevelopment is lack of access and visibility. Greater access and visibility is needed between east side and west side of tracks. The Lane Company development will need to be raised to create adequate street-level views across the tracks.

1. Front Street Corridor Improvements

- A. **Create a landscaped buffer and pedestrian sidewalk/path** with pedestrian-scaled amenities on **both sides** of the rail line north to Broome Street, subject to obtaining the railroad crossing at Broome Street. The sidewalk/pedestrian path located on the east side of the rail line may require acquisition of an easement. Regulatory bonus incentives should be considered to facilitate this action. There will be some significant grade issues between the height of the rail line and ground elevations of the adjacent property.



- B. **Pedestrian Amenities** – Provide street furniture designed to complement and connect to Centre Street and the historic district.

- C. **Street-level Activity** – Provide activities and pedestrian-scaled facades along the building faces fronting the railroad. The function of the pedestrian pathway on the east side of the rail line would be greatly enhanced if the City required existing buildings to create windows on the



Front Street
Fernandina



pathway facing west. New buildings should be located on a build-to-line at the edge of the pathway and have a traditional urban character. This character should incorporate architectural elements that are interesting, attractive and scaled to the pedestrian. Likewise, if the rail cars cannot be relocated, perhaps they could be painted with interesting advertising or tourist information relative to the history, etc. of Fernandina Beach (if the same cars are used each day).

- D. **Crossings** - Improve the walking surface at the existing and proposed crossings of the rail lines for pedestrians.

Church Street
Crossing – Preferred
Material & Design



Front Street
Crossing at
Ash Street

- E. **Lighting** - Successful mixed use environments are active day and night and require a high level of safety lighting. Pedestrian-scaled lighting designed to complement and connect to Centre Street and the historic district should be installed on all existing and proposed sidewalks and proposed pedestrian pathways at an average spacing of 100 feet (50 feet staggered on either side of the street).



2. **Pedestrian Improvements beyond Front Street** - Improvements to add sidewalks and pedestrian pathways throughout the Historic District will not only create a safe, walking environment; the added connectivity will benefit the Downtown and CRA businesses through increased visibility and activity. The improvements should include:



- A. Residential Areas – “Missing” sidewalks in residential areas should be provided, as shown on Figure 11, Key Study Recommendations. New sidewalks should be a minimum of five feet wide and include pedestrian amenities that will serve to increase this alternate mode of travel and also serve as traffic calming devices.
 - B. Provide landscaping/buffering along the Florida Petroleum property next to the railroad tracks until such time as this use redevelops. If the rail cars will remain, landscape/buffer along Broome Street to discourage pedestrian movements to the north of Broome Street.
 - C. The Waterfront Park will attract heavy pedestrian users. This will change the mix of traffic along Front Street and calls for the following considerations:
 - Safe pedestrian crossings
 - Slow speeds
 - Good Signage
3. **Bicycle Improvements** - Amelia Island is 13 miles long and four miles wide, making the downtown easily accessible by bicycle and providing a viable mode of travel from residential areas throughout the island. The Bed and Breakfast facilities and hotels located downtown may also provide bicycles for use by visitors. The following improvements are recommended:
- A. **Bicycle Master Plan** - A bicycle master plan should be developed for the island to establish safe designated bike routes and identify the need for improvements to better connect residential areas with the downtown.
 - B. **Establish Designated Route Downtown** - A designated route should be established on low volume streets to access core locations in the downtown and the CRA. Bicycle-compatible roadways should comprise a bicycle network of parallel routes with effective spacing of one-half mile.
 - C. **Bicycle parking racks** should be provided in public parking lots, parks and along the bike route at other key destinations.

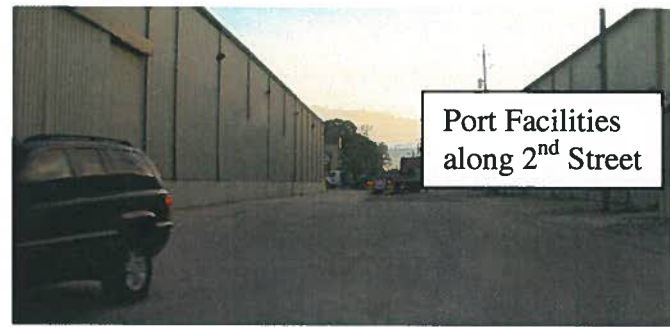
Truck Traffic

1. **Revise designated truck route** to remove Front Street, south of Alachua (or Broome), Ash Street and 3rd Street as part of the designated route. Add: New connection (Alachua or Broome) from Front to 2nd and 2nd from Broome to Dade.

This will provide a clear separation of industrial uses and heavy traffic from the tourist/retail and residential uses and keep heavy trucks out of these areas. *This recommendation is contingent on obtaining a railroad crossing at Alachua Street or Broome Street.*



2. **Reduce truck traffic impacts in residential areas.** Strategies to reduce the impacts of heavy trucks on residential areas should be identified and implemented. These could include buffering, evaluating time of day to determine if operational shifts can be made, staging and parking requirements, policies regarding motor idle times, and enforcement of current laws and regulations.

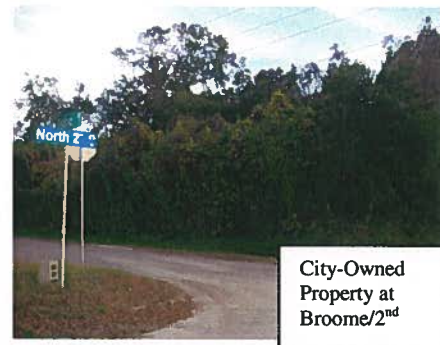


Parking

The recommendations in the 2002 Parking Master Plan should continue to be implemented, as reviewed earlier in the report. In addition, consider the following, relative to parking:

1. Identify additional locations within one-quarter mile of the waterfront for parking.

- a. The City-owned property to the west of City Hall should be improved and striped for parking (at least in the near-term). A parking lot layout should be completed to maximize spaces and use of the lot.
- b. The City-owned lot on the southeast corner of Broome and Second Streets is another good candidate for future parking and a parking lot layout should be completed on this parcel, as well.



2. Relocate the weekend Farmer's Market to the waterfront area, once the park improvements are complete and can accommodate it. This will eliminate weekend morning parking conflicts in the residential areas and will create a safer environment for pedestrians.



3. If the City is considering purchasing the Baptist Church site for a performing arts center, the associated church parking would have the added benefit of being available for downtown parking during the day, when the performing arts center was not likely to be fully utilized.



4. Conduct a shared parking analysis for existing peak and off-peak private users downtown. For example, using church parking lots for public parking during off-peak periods for the church.
5. Provide wayfinding signage for public parking locations and primary retail uses/areas served by those parking lots/spaces.
6. Provide sidewalk connections, lighting and other pedestrian amenities along roadways to parking areas and surrounding destinations.

City of Fernandina Beach – Continuing Professional Services

Task Work Order 1 Traffic Counts Data Collection Scope

Scope of Services

PURPOSE

The purpose of this Task Work Order (TWO) is to provide traffic counts data collection in downtown Fernandina Beach, Florida, from 8th Street/SR A1A/SR 200 to the east, Front Street to the west, Broome Street to the north, and Beech Street to the south, an area of 36 blocks. There are two (2) signalized intersections and several one-way pairs within this downtown area serving residential and commercial uses that create parking and circulation concerns.

The traffic counts will support the Fernandina Beach Downtown Traffic Circulation and Parking Study (prepared under separate TWO).

WORK ACTIVITIES TO BE PERFORMED

All of the activities identified below are generalized definitions of the work anticipated for accomplishment under this WORK TASK AUTHORIZATION. Specific task activities will be accomplished in accordance with the directions of the City of Fernandina Beach.

ACTIVITY 1 – Traffic Counts Identification and Coordination (Hanson/BWEP)

The Consultant will research and identify all traffic count locations, days, hours and types of traffic counts to be collected. The Consultant will maintain ongoing coordination with the data collection team and continuously monitor the data collection process. The count locations will be summarized in a .kmz file for review by City of Fernandina Beach staff. The Consultant will check all counts for reasonableness prior to use in this study.

ACTIVITY 2 – Traffic Counts Data Collection (Peggy Malone and Associates)

Traffic counting equipment at City-authorized locations will be installed to collect traffic count field data, including cars, heavy vehicles, pedestrians and bicycles. For this effort, the traffic count data will be collected within the study during the following:

- **Typical weekday** – 6 to 8-hour peak period turning movement counts to be collected in 15-minute intervals on a typical weekday (Tuesday, Wednesday or Thursday). Turning movement counts will be collected at the two signalized intersections and major unsignalized intersections selected within the study area.
- **Typical Sunday** – 4-hour peak period turning movement counts to be collected in 15-minute intervals on a typical Sunday at selected locations. This data collection is to obtain information on traffic going to and circulating around the churches in the study area (mainly Alachua Street, 5th Street, 6th Street, and Centre Street).
- **Isle of Eight Flags Shrimp Festival** – 4-hour peak period turning movement counts and 24-hour volume counts to be collected in 15-minute intervals on a

Saturday, May 4th, 2024. Turning movement counts will be collected at the two signalized intersections in the study area, and volume counts will be along the periphery of the study area, since the remaining streets will be closed for the festival.

The hose counts will be installed as feasible at the appropriate locations where good data can be obtained that will not be influenced by parked vehicles or other external elements. The use of cameras will be utilized where hoses would not be sufficient for this study.

DELIVERABLES

A comprehensive traffic counts dataset to be used in the analysis and development of the Fernandina Beach Downtown Traffic Circulation and Parking Study report (separate TWO) will be delivered to the City. This data will also be included as an appendix in the Fernandina Beach Downtown Traffic Circulation and Parking Study report.

SCHEDULE

The Consultant shall provide the support services outlined in this Scope of Services consistent with the schedule established by the City of Fernandina Beach for each review. The services for this TWO will be completed by August 31, 2024.

REIMBURSEMENT METHOD

The activities under this Task Work Order will be completed for a lump sum amount of \$20,094.98 established by the billing rates and fees attached. The Consultant shall invoice for services performed on this Task work Order based upon staff-hours and average salary per occupational group.

Activity 1

Hanson Professional Services Inc. -	\$ 2,172.40
BW Engineers and Planners Inc. -	\$ 4,927.58

Activity 2

Peggy Malone & Associates -	<u>\$12,925.00</u>
Grand Total -	\$20,024.98

**Staff Hour Estimate for:
Traffic Counts Collection - Fernandina Beach**

Staff Hour Costs	Manhour Summary		
	Hanson	BWEP	Peggy Malone
Work Task			
Total Cost	\$2,172.40	\$4,927.58	\$12,925.00
TOTAL COST	\$20,024.98		

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:Traffic Counts Collection - Fernandina Beach

Consultant Name: Hanson Professional Services Inc.

FPN:

Date: 4/29/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary/Cle rical	Senior Engineer 1	Senior Engineer Technician	SH By Activity	Salary Cost By Activity	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$217.24	\$0.00			
1. Traffic Counts Identification and Coordination	0	0	0			0	0	0	10	0	10	\$2,172	
2. Traffic Counts Data Collection*	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	0	0	0	0	0	0	0	0	10	0	10		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,172.40	\$0.00		\$2,172.40	

Check =				\$2,172.40
				\$2,172.40
	0%			\$0.00
	0%			\$0.00
	0.00%			\$0.00
	0.00%			\$0.00
				\$2,172.40
	4-person crew	\$ -	/ day	\$0.00
				\$0.00
				\$2,172.40
	Sub - BW E&P			\$4,927.58
	Sub - Peggy Malone			\$12,925.00
				\$20,024.98

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project: Traffic Counts Collection - Fernandina Beach
FPN:
FAP No.:

Consultant Name: BW Engineers and Planners, Inc
Date: 4/29/2024
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary/Clerical	Senior Engineer 1	Senior Engineer Technician	SH By Activity	Salary Cost By Activity	
		\$0.00	\$81.00	\$47.98	\$70.53	\$41.24	\$0.00	\$38.00	\$81.09	\$0.00			
1. Traffic Counts Identification and Coordination	0	0	4			8	0	0	16	0	28	\$1,951	
2. Traffic Counts Data Collection*	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	0	0	4	0	0	8	0	0	16	0	28		
Total Staff Cost		\$0.00	\$324.00	\$0.00	\$0.00	\$329.92	\$0.00	\$0.00	\$1,297.44	\$0.00		\$1,951.36	

* Estimate prepared by Peggy Malone and Associates submitted separate from this estimate

Check =				\$1,951.36
				\$1,951.36
	110%			\$2,156.06
	42%			\$819.57
	0.03%			\$0.59
	0.00%			\$0.00
				\$4,927.58
	4-person crew	\$ -	/ day	\$0.00
				\$0.00
				\$4,927.58
				\$4,927.58



DBE Certified in: FL, GA, VA & MD

PRICE QUOTE

Quote # : Q24-138 Revised
Date: April 26, 2024
Expiration Date: October 26, 2024
Client: BW Engineers & Planners
Contact: Bikram Wadhawan
E-mail: bwadhawan@bweandp.com
State: FL

Client Phone # (904)-386-5449

Job Description:

City of Fernandina Beach Counts
FDOT D2 Districtwide Annual Traffic Counts
(Bill CAN08)

Type of count	Unit Price	# Units	Total
8 Hour Turning Movement Count (Weekday Peak Time TBD, separate cars/trucks/peds/bikes)	\$575.00	11	\$6,325.00
4 Hour Turning Movement Count (Saturday Peak Time TBD, separate cars/trucks/peds/bikes)	\$420.00	2	\$840.00
4 Hour Turning Movement Count (Sun 8AM-12PM, separate cars/trucks/peds/bikes)	\$420.00	2	\$840.00
24 Hour Volume Hose Count 1 Direction	\$200.00	1	\$200.00
24 Hour Volume Hose Count 2 Directions	\$240.00	8	\$1,920.00
4 Hour Turning Movement Count <u>**24 Hour Video ADT Volume</u>	\$350.00	8	\$2,800.00
Sites: kmz attached			

Note: Additional fees may apply if permits are needed.

GRAND TOTAL **\$12,925.00**

4/26/2024

Sophia Williams, President

Date

Important Notice: Pricing valid for quantities shown until expiration date.

City of Fernandina Beach – Continuing Professional Services

Task Work Order 2 – Phase A Fernandina Beach Downtown Traffic Circulation and Parking Study

Scope of Services

BACKGROUND

Downtown Fernandina Beach has undergone significant changes in recent years, creating a need to re-evaluate parking strategies. Following the COVID-19 pandemic, the area has become a year-round tourist destination, leading to a dramatic increase in vehicular and pedestrian traffic. This surge has exposed pre-existing parking limitations, causing congestion and parking challenges for residents and visitors. Additionally, recent development projects have brought new restaurants and businesses, attracting more pedestrians and cyclists, especially along Ash Street and Broome Street. Previous efforts to improve parking, like converting streets to one-way with parking, faced resistance due to concerns about reduced accessibility for businesses.

A downtown revitalization plan is being developed to include additional sidewalks, lighting and planters. This data-driven parking and circulation study will not only assess the current parking situation but also serve as justification for the downtown revitalization plan and used to support any future plans and projects by the City.

The study area encompasses 36 blocks in downtown Fernandina Beach, Florida, bordered by 8th Street/SR A1A/SR 200 to the east, Front Street to the west, Broome Street to the north, and Beech Street to the south. 8th Street is classified as an FDOT Strategic Growth Highway Corridor within the study area. North of Centre Street, 8th Street is a city-owned SIS roadway. Within the designated study area, Centre Street serves as the main arterial, intersected by other major roads like Front Street, 2nd Street, and Ash Street. The City of Fernandina Beach has requested a traffic circulation and parking study for this study area of downtown.

PURPOSE

The purpose of this Task Work Order (TWO) is to provide a Traffic Circulation and Parking Study of downtown Fernandina Beach from Beech Street to Broome Street, an area of 36 blocks. There are two (2) signalized intersections and several one-way pairs within this downtown area serving residential and commercial uses that create parking and circulation concerns. The CSX railway runs adjacent to Front Street, and the Port of Fernandina is located one block north of the study area. Additionally, Fernandina Beach's historic district lies within the study boundary.

The Traffic Circulation and Parking Study under this TWO will identify traffic circulation improvements, parking enhancements, areas of needed capacity and access improvements, and provide documentation. The areas of needed capacity and operational analysis will be determined based on the recommended improvements. The findings of the study will provide information for future projects and studies such as the downtown revitalization plan.

The types of effort and data collected may include but not limited to area overview, traffic counts, parking usage, typical sections, major developments and activity centers, evacuation routes, access management and land uses.

WORK ACTIVITIES TO BE PERFORMED – Phase A

All of the activities identified below are generalized definitions of the work anticipated for accomplishment under this WORK TASK AUTHORIZATION. Specific task activities will be accomplished in accordance with the directions of the City of Fernandina Beach.

ACTIVITY 1 – Review of Other Studies

The Consultant will gather and assemble data to support the development and evaluation of existing parking and improvement alternatives. To the greatest extent practicable, the Consultant will utilize published, publicly available data from previous and on-going state, regional, and local planning transportation studies. The City is to provide traffic and circulation data that may not be publicly available, if determined pertinent to the study by the City.

ACTIVITY 2 – Initial Data Collection and Field Reviews

The Consultant will conduct field reviews to verify and supplement the study area characteristics identified by desktop reviews, reviews of aerial photography and GIS mapping. For this effort, the types of data collected may include:

- Area Overview – map, study limits, parking facility inventory, commercial loading zones, parking restrictions, etc.
- Typical sections and changes along the study area corridors (includes bike/pedestrian facilities)
- Development of Regional Impacts (DRIs), major developments, activity centers, special generators (port and mill), churches, schools
- Evacuation routes
- Straight line diagrams

ACTIVITY 3 – Initial Data Analysis/Evaluation

The Consultant will analyze all the collected data and field reviews to develop a comprehensive understanding of the City's parking situation within the study area. Potential data-driven improvements for the study area will be evaluated.

For this effort, the types of data analysis and/or evaluation may include:

- Prepare existing figure in GIS or another appropriate software showing parking locations, study area streets with travel direction etc.
- Prepare renderings/figures as needed for any proposed concepts
- Perform QA/QC of deliverables

SCHEDULE

The Consultant shall provide the support services outlined in this Scope of Services consistent with the schedule established by the City of Fernandina Beach for each review. The services for this TWO will be completed by December 31, 2024.

REIMBURSEMENT METHOD

The compensation for this Task Work Order shall be Lump Sum Fee in accordance with the Consultant agreement. The Consultant shall invoice for services performed on this Task Work Order based upon staff-hours and average salary per occupational group. An estimate of the work effort, rates, and fee for staffing is shown in Attachment "A" (attached).

Staff Hour Estimate for:
Traffic Study - Phase A - Fernandina Beach

Staff Hour Costs	Manhour Summary		
	Work Task	Hanson	BWEP
Total Cost		\$5,009.42	\$14,653.22
TOTAL COST		\$19,662.64	

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: Hanson Professional Services Inc.

FPN:

Date: 6/3/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary / Clerical	Senior Engineer 1	Senior Designer	SH By Activity	Salary Cost By Activity	
2. Data Collection and Reviews	0	0	0	0	0	0	0	0	0	0	0	\$0	
3. Data Analysis/Evaluation	0	4	0	0	0	0	15	0	0	12	31	\$5,009	
Total Staff Hours	0	4	0	0	0	0	15	0	0	12	31		
Total Staff Cost		\$811.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,482.50	\$0.00	\$0.00	\$1,715.52		\$5,009.42	

Check = \$5,009.42

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: BW Engineers and Planners, Inc

FPN:

Date: 6/3/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary/Cle rical	Senior Engineer 1	Senior Engineer Technician	SH By Activity	Salary Cost By Activity	
		\$0.00	\$204.54	\$121.16	\$178.10	\$104.14	\$0.00	\$95.96	\$204.77	\$0.00			
1. Review of Other Studies	0	0	2	3	2	9	0	1	5	0	22	\$3,186	
2. Data Collection and Reviews	0	0	2	5	2	5	0	3	2	0	19	\$2,589	
3. Data Analysis/Evaluation	0	0	4	4	5	28	0	3	17	0	61	\$8,878	
4. Documentation	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	0	0	8	12	9	42	0	7	24	0	102		
Total Staff Cost		\$0.00	\$1,636.32	\$1,453.92	\$1,602.90	\$4,373.88	\$0.00	\$671.72	\$4,914.48	\$0.00		\$14,653.22	

Check = \$14,653.22

City of Fernandina Beach – Continuing Professional Services

Task Work Order 3 – Phase B Fernandina Beach Downtown Traffic Circulation and Parking Study

Scope of Services

BACKGROUND

Downtown Fernandina Beach has undergone significant changes in recent years, creating a need to re-evaluate parking strategies. Following the COVID-19 pandemic, the area has become a year-round tourist destination, leading to a dramatic increase in vehicular and pedestrian traffic. This surge has exposed pre-existing parking limitations, causing congestion and parking challenges for residents and visitors. Additionally, recent development projects have brought new restaurants and businesses, attracting more pedestrians and cyclists, especially along Ash Street and Broome Street. Previous efforts to improve parking, like converting streets to one-way with parking, faced resistance due to concerns about reduced accessibility for businesses.

A downtown revitalization plan is being developed to include additional sidewalks, lighting and planters. This data-driven parking and circulation study will not only assess the current parking situation but also serve as justification for the downtown revitalization plan and used to support any future plans and projects by the City.

The study area encompasses 36 blocks in downtown Fernandina Beach, Florida, bordered by 8th Street/SR A1A/SR 200 to the east, Front Street to the west, Broome Street to the north, and Beech Street to the south. 8th Street is classified as an FDOT Strategic Growth Highway Corridor within the study area. North of Centre Street, 8th Street is a city-owned SIS roadway. Within the designated study area, Centre Street serves as the main arterial, intersected by other major roads like Front Street, 2nd Street, and Ash Street. The City of Fernandina Beach has requested a traffic circulation and parking study for this study area of downtown.

PURPOSE

The purpose of this Task Work Order (TWO) is to provide a Traffic Circulation and Parking Study of downtown Fernandina Beach from Beech Street to Broome Street, an area of 36 blocks. There are two (2) signalized intersections and several one-way pairs within this downtown area serving residential and commercial uses that create parking and circulation concerns. The CSX railway runs adjacent to Front Street, and the Port of Fernandina is located one block north of the study area. Additionally, Fernandina Beach's historic district lies within the study boundary.

The Traffic Circulation and Parking Study under this TWO will identify traffic circulation improvements, parking enhancements, areas of needed capacity and access improvements, and provide documentation. The areas of needed capacity and operational analysis will be determined based on the recommended improvements. The findings of the study will provide information for future projects and studies such as the downtown revitalization plan.

The types of effort and data collected may include but not limited to area overview, traffic counts, parking usage, typical sections, major developments and activity centers, evacuation routes, access management and land uses.

WORK ACTIVITIES TO BE PERFORMED – Phase B

All of the activities identified below are generalized definitions of the work anticipated for accomplishment under this WORK TASK AUTHORIZATION. Specific task activities will be accomplished in accordance with the directions of the City of Fernandina Beach.

ACTIVITY 2 – Continued Data Collection and Field Reviews

The Consultant will conduct field reviews to verify and supplement the study area characteristics identified by desktop reviews, reviews of aerial photography and GIS mapping. For this effort, the types of data collected may include:

- Access Management – parking (City-owned lots and on-street parking) or roadway issues near main attractors that would affect area accessibility
- Commercial truck and tour bus routes origin and destination information
- General parking users' origin and destination information
- Land uses – Existing Land Use, Future Land Use maps (not parcel-specific confirmation)
- Annual Average Daily Traffic (AADT) traffic – from Florida Traffic Online along 8th Street

ACTIVITY 3 – Continued Data Analysis/Evaluation

The Consultant will analyze all the collected data and field reviews to develop a comprehensive understanding of the City's parking situation within the study area. Potential data-driven improvements for the study area will be evaluated.

For this effort, the types of data analysis and/or evaluation may include:

- Parking analysis for accumulation rates and utilization at City-designated parking lots
- Estimation of parking demand
- Identification of traffic circulation pattern within the study area
- Quality/Level of Service analysis using the Generalized Service Volume Tables for roadway segments and Synchro for intersections. The roadway segments and intersections for analysis will be determined based on the improvements or modifications identified in this study alternatives. Up to two (2) intersections will be analyzed if necessary

SCHEDULE

The Consultant shall provide the support services outlined in this Scope of Services consistent with the schedule established by the City of Fernandina Beach for each review. The services for this TWO will be completed by December 31, 2024.

REIMBURSEMENT METHOD

The compensation for this Task Work Order shall be Lump Sum Fee in accordance with the Consultant agreement. The Consultant shall invoice for services performed on this Task Work Order based upon staff-hours and average salary per occupational group. An estimate of the work effort, rates, and fee for staffing is shown in Attachment "A" (attached).

Staff Hour Estimate for:
Traffic Study - Phase B - Fernandina Beach

Staff Hour Costs	Manhour Summary		
	Hanson	BWEP	
Work Task			
Total Cost	\$5,009.42	\$14,125.45	
TOTAL COST	\$19,134.87		

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:
FPN:
FAP No.:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: Hanson Professional Services Inc.
Date: 6/3/2024
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary / Clerical	Senior Engineer 1	Senior Designer	SH By Activity	Salary Cost By Activity	
2. Data Collection and Reviews	0	0	0	0	0	0	0	0	0	0	0	\$0	
3. Data Analysis/Evaluation	0	4	0	0	0	0	15	0	0	12	31	\$5,009	
Total Staff Hours	0	4	0	0	0	0	15	0	0	12	31		
Total Staff Cost		\$811.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,482.50	\$0.00	\$0.00	\$1,715.52		\$5,009.42	

Check = \$5,009.42

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: BW Engineers and Planners, Inc

FPN:

Date: 6/3/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary/Cle rical	Senior Engineer 1	Senior Engineer Technician	SH By Activity	Salary Cost By Activity	
		\$0.00	\$204.54	\$121.16	\$178.10	\$104.14	\$0.00	\$95.96	\$204.77	\$0.00			
1. Review of Other Studies	0	0	0	0	0	0	0	0	0	0	0	\$0	
2. Data Collection and Reviews	0	0	2	2	2	5	0	1	2	0	14	\$2,034	
3. Data Analysis/Evaluation	0	0	8	10	4	30	0	3	25	0	80	\$12,092	
4. Documentation	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	0	0	10	12	6	35	0	4	27	0	94		
Total Staff Cost		\$0.00	\$2,045.40	\$1,453.92	\$1,068.60	\$3,644.90	\$0.00	\$383.84	\$5,528.79	\$0.00		\$14,125.45	

Check = \$14,125.45

City of Fernandina Beach – Continuing Professional Services

Task Work Order 4 – Phase C Fernandina Beach Downtown Traffic Circulation and Parking Study

Scope of Services

BACKGROUND

Downtown Fernandina Beach has undergone significant changes in recent years, creating a need to re-evaluate parking strategies. Following the COVID-19 pandemic, the area has become a year-round tourist destination, leading to a dramatic increase in vehicular and pedestrian traffic. This surge has exposed pre-existing parking limitations, causing congestion and parking challenges for residents and visitors. Additionally, recent development projects have brought new restaurants and businesses, attracting more pedestrians and cyclists, especially along Ash Street and Broome Street. Previous efforts to improve parking, like converting streets to one-way with parking, faced resistance due to concerns about reduced accessibility for businesses.

A downtown revitalization plan is being developed to include additional sidewalks, lighting and planters. This data-driven parking and circulation study will not only assess the current parking situation but also serve as justification for the downtown revitalization plan and used to support any future plans and projects by the City.

The study area encompasses 36 blocks in downtown Fernandina Beach, Florida, bordered by 8th Street/SR A1A/SR 200 to the east, Front Street to the west, Broome Street to the north, and Beech Street to the south. 8th Street is classified as an FDOT Strategic Growth Highway Corridor within the study area. North of Centre Street, 8th Street is a city-owned SIS roadway. Within the designated study area, Centre Street serves as the main arterial, intersected by other major roads like Front Street, 2nd Street, and Ash Street. The City of Fernandina Beach has requested a traffic circulation and parking study for this study area of downtown.

PURPOSE

The purpose of this Task Work Order (TWO) is to provide a Traffic Circulation and Parking Study of downtown Fernandina Beach from Beech Street to Broome Street, an area of 36 blocks. There are two (2) signalized intersections and several one-way pairs within this downtown area serving residential and commercial uses that create parking and circulation concerns. The CSX railway runs adjacent to Front Street, and the Port of Fernandina is located one block north of the study area. Additionally, Fernandina Beach's historic district lies within the study boundary.

The Traffic Circulation and Parking Study under this TWO will identify traffic circulation improvements, parking enhancements, areas of needed capacity and access improvements, and provide documentation. The areas of needed capacity and operational analysis will be determined based on the recommended improvements. The findings of the study will provide information for future projects and studies such as the downtown revitalization plan.

The types of effort and data collected may include but not limited to area overview, traffic counts, parking usage, typical sections, major developments and activity centers, evacuation routes, access management and land uses.

WORK ACTIVITIES TO BE PERFORMED – Phase C

All of the activities identified below are generalized definitions of the work anticipated for accomplishment under this WORK TASK AUTHORIZATION. Specific task activities will be accomplished in accordance with the directions of the City of Fernandina Beach.

ACTIVITY 3 – Final Data Analysis/Evaluation

The Consultant will analyze all the collected data and field reviews to develop a comprehensive understanding of the City's parking situation within the study area. Potential data-driven improvements for the study area will be evaluated.

For this effort, the types of data analysis and/or evaluation may include:

- Identification of roadways where configuration/geometric improvements maybe required
- Identification of parking enhancements
- Phasing plan to identify short and long-term improvements and when the improvements are needed for the study corridor

ACTIVITY 4 – Final Report

The Consultant will develop a final report that will include all data collected (obtained through review of previous studies, desktop reviews, field reviews, and City coordination), analysis/output, evaluation findings and recommendations.

SCHEDULE

The Consultant shall provide the support services outlined in this Scope of Services consistent with the schedule established by the City of Fernandina Beach for each review. The services for this TWO will be completed by December 31, 2024.

REIMBURSEMENT METHOD

The compensation for this Task Work Order shall be the Lump Sum Fee in accordance with the Consultant agreement. The Consultant shall invoice for services performed on this Task Work Order based upon staff-hours and average salary per occupational group. An estimate of the work effort, rates, and fee for staffing is shown in Attachment "A" (attached).

Staff Hour Estimate for:
Traffic Study - Phase C - Fernandina Beach

Staff Hour Costs	Manhour Summary		
	Hanson	BWEP	
Work Task			
Total Cost	\$0.00	\$19,806.63	
TOTAL COST	\$19,806.63		

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: Hanson Professional Services Inc.

FPN:

Date: 6/3/2024

FAP No.:

Estimator: **insert name**

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary / Clerical	Senior Engineer 1	Senior Designer	SH By Activity	Salary Cost By Activity	
		\$202.85	\$0.00	\$0.00	\$0.00	\$0.00	\$165.50	\$0.00	\$0.00	\$142.96			
2. Data Collection and Reviews	0	0	0	0	0	0	0	0	0	0	0	\$0	
3. Data Analysis/Evaluation	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	0	0	0	0	0	0	0	0	0	0	0		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Check = \$0.00

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: BW Engineers and Planners, Inc

FPN:

Date: 6/3/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary/Clerical	Senior Engineer 1	Senior Engineer Technician	SH By Activity	Salary Cost By Activity	
		\$0.00	\$204.54	\$121.16	\$178.10	\$104.14	\$0.00	\$95.96	\$204.77	\$0.00			
1. Review of Other Studies	0	0	0	0	0	0	0	0	0	0	0	\$0	
2. Data Collection and Reviews	0	0	0	0	0	0	0	0	0	0	0	\$0	
3. Data Analysis/Evaluation	0	0	10	19	11	24	0	6	33	0	103	\$16,139	
4. Documentation	0	0	4	6	4	5	0	5	2	0	26	\$3,668	
Total Staff Hours	0	0	14	25	15	29	0	11	35	0	129		
Total Staff Cost		\$0.00	\$2,863.56	\$3,029.00	\$2,671.50	\$3,020.06	\$0.00	\$1,055.56	\$7,166.95	\$0.00		\$19,806.63	

Check = \$19,806.63

City of Fernandina Beach – Continuing Professional Services

Task Work Order 5 – Phase D Fernandina Beach Downtown Traffic Circulation and Parking Study

Scope of Services

BACKGROUND

Downtown Fernandina Beach has undergone significant changes in recent years, creating a need to re-evaluate parking strategies. Following the COVID-19 pandemic, the area has become a year-round tourist destination, leading to a dramatic increase in vehicular and pedestrian traffic. This surge has exposed pre-existing parking limitations, causing congestion and parking challenges for residents and visitors. Additionally, recent development projects have brought new restaurants and businesses, attracting more pedestrians and cyclists, especially along Ash Street and Broome Street. Previous efforts to improve parking, like converting streets to one-way with parking, faced resistance due to concerns about reduced accessibility for businesses.

A downtown revitalization plan is being developed to include additional sidewalks, lighting and planters. This data-driven parking and circulation study will not only assess the current parking situation but also serve as justification for the downtown revitalization plan and used to support any future plans and projects by the City.

The study area encompasses 36 blocks in downtown Fernandina Beach, Florida, bordered by 8th Street/SR A1A/SR 200 to the east, Front Street to the west, Broome Street to the north, and Beech Street to the south. 8th Street is classified as an FDOT Strategic Growth Highway Corridor within the study area. North of Centre Street, 8th Street is a city-owned SIS roadway. Within the designated study area, Centre Street serves as the main arterial, intersected by other major roads like Front Street, 2nd Street, and Ash Street. The City of Fernandina Beach has requested a traffic circulation and parking study for this study area of downtown.

PURPOSE

The purpose of this Task Work Order (TWO) is to provide a Traffic Circulation and Parking Study of downtown Fernandina Beach from Beech Street to Broome Street, an area of 36 blocks. There are two (2) signalized intersections and several one-way pairs within this downtown area serving residential and commercial uses that create parking and circulation concerns. The CSX railway runs adjacent to Front Street, and the Port of Fernandina is located one block north of the study area. Additionally, Fernandina Beach's historic district lies within the study boundary.

The Traffic Circulation and Parking Study under this TWO will identify traffic circulation improvements, parking enhancements, areas of needed capacity and access improvements, and provide documentation. The areas of needed capacity and operational analysis will be determined based on the recommended improvements. The findings of the study will provide information for future projects and studies such as the downtown revitalization plan.

The types of effort and data collected may include but not limited to area overview, traffic counts, parking usage, typical sections, major developments and activity centers, evacuation routes, access management and land uses.

WORK ACTIVITIES TO BE PERFORMED – Phase D

All of the activities identified below are generalized definitions of the work anticipated for accomplishment under this WORK TASK AUTHORIZATION. Specific task activities will be accomplished in accordance with the directions of the City of Fernandina Beach.

ACTIVITY 5 – Impact of Ongoing Projects and Walkability

The Consultant will obtain the opening of recently completed projects and understand their impacts to this Parking Study.

The following projects information will be obtained:

- Opening of Alachua Street. Expected opening is Fall 2024. The impact on traffic circulation from opening of Alachua Street will be determined.
- The Streetscape project on Center Street will be evaluated.
- The study area's walkability element will be evaluated and suggestions will be made for enhancement. A list of walkability factors will be prepared and graded as well as steps identified for improvement.

ACTIVITY 6 – Documentation

The Consultant will document the evaluation results, findings and recommendations from Activity 5. The documentation prepared under this activity will be included in the Final Report prepared for the Study.

SCHEDULE

The Consultant shall provide the support services outlined in this Scope of Services consistent with the schedule established by the City of Fernandina Beach for each review. The services for this TWO will be completed by December 31, 2024.

REIMBURSEMENT METHOD

The compensation for this Task Work Order shall be the Maximum Limiting Amount Fee Method in accordance with the Consultant agreement. The Consultant shall invoice for services performed on this Task Work Order based upon staff-hours and average salary per occupational group. An estimate of the work effort, rates, and fee for staffing is shown in Attachment "A" (attached).

**Staff Hour Estimate for:
Traffic Counts Collection - Fernandina Beach
Phase C**

<i>Staff Hour Costs</i>	Manhour Summary		
	Work Task	Hanson	BWEP
Total Cost		\$2,753.60	\$13,351.12
TOTAL COST	\$16,104.72		

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project:

Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: Hanson Professional Services Inc.

FPN:

Date: 6/14/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary / Clerical	Senior Engineer 1	Senior Designer	SH By Activity	Salary Cost By Activity	
		\$202.85	\$0.00	\$0.00	\$0.00	\$0.00	\$165.50	\$0.00	\$0.00	\$142.96			
5. Impact of Other Studies and Walkability	0	4	0	0	0	0	8	0	0	10	22	\$2,754	
6. Documentation	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Staff Hours	0	4	0	0	0	0	8	0	0	10	22		
Total Staff Cost		\$811.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,324.00	\$0.00	\$0.00	\$1,429.60		\$2,753.60	

Check = \$3,565.00

ATTACHMENT A - ESTIMATE OF WORK EFFORT AND COST

Name of Project: Fernandina Beach Downtown Traffic Circulation and Parking Study

Consultant Name: BW Engineers and Planners, Inc

FPN:

Date: 6/14/2024

FAP No.:

Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Engineer 1	Engineer 1	Engineer 2	Engineering Intern	GIS Specialist	Secretary/Clerical	Senior Engineer 1	Senior Engineer Technician	SH By Activity	Salary Cost By Activity	
		\$0.00	\$204.54	\$121.16	\$178.10	\$104.14	\$0.00	\$95.96	\$204.77	\$0.00			
5. Impact of Other Studies and Walkability	0	0	6	10	8	30	0	2	16	0	72	\$10,456	
6. Documentation	0	0	4	2	4	5	0	2	2	0	19	\$2,895	
Total Staff Hours	0	0	10	12	12	35	0	4	18	0	91		
Total Staff Cost		\$0.00	\$2,045.40	\$1,453.92	\$2,137.20	\$3,644.90	\$0.00	\$383.84	\$3,685.86	\$0.00		\$13,351.12	

Check = \$13,351.12

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-153
Award of ITB 24-19 and Budget Transfer

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-153.

SYNOPSIS: The City owns and maintains the Dr. Martin Luther King Jr. (MLK) Recreation Center pool, which surface has reached the end of its useful life and is in need of resurfacing.

In accordance with the Purchasing Policy and Procedures, the City issued Invitation to Bid (ITB) 24-19 for MLK pool resurfacing. On July 10, 2024, four bids were received in response to ITB 24-19. Staff recommends awarding ITB 24-19 to Electro-Mechanic Industries, Inc. D/B/A Vermana, who provided the lowest price, in the amount of \$77,035.25.

Funding for the MLK pool resurfacing is budgeted in Fiscal Year 2023-24 in the Capital Improvements Aquatics account, 300 7400 56300, in the amount of \$40,000. The total cost of the resurfacing, known as Project #24021, exceeds the budgeted amount by \$37,035.25. Staff recommends transferring \$37,035.25, plus contingency, in the amount of \$10,964.75, for a total transfer amount of \$48,000, from the Parks and Recreation Capital Improvement account, 300 7200 56300 into the Aquatics Capital Improvements account, 300 7400 56300 for Project #24021.

FISCAL IMPACT: Funds are available for transfer, in the amount of \$48,000 from the Parks and Recreation Capital Improvement account, 300 7200 56300 into the Aquatics Capital Improvements account, 300 7400 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-153.

Scott Mikelson, Parks and Recreation Director	7/31/2024
Kim Briley, Deputy City Clerk	8/7/2024
Alisha Brown, Budget Analyst	8/8/2024
Jeremiah Glisson, Interim City Manager	8/9/2024
Tammi E. Bach, City Attorney	8/9/2024
Katie Newton, Paralegal	8/9/2024

Date: July 31, 2024

Submitted By: Kaitlyn Rivera, Parks and Recreation Deputy Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING INVITATION TO BID (ITB) 24-19 TO ELECTRO-MECHANIC INDUSTRIES, INC. DBA VERMANA FOR THE DR. MARTIN LUTHER KING, JR. RECREATION CENTER POOL RESURFACING; APPROVING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City owns and maintains the Dr. Martin Luther King Jr. (MLK) Recreation Center pool, which surface has reached the end of its useful life and is in need of resurfacing; and

WHEREAS, in accordance with the Purchasing Policy and Procedures, the City issued Invitation to Bid (ITB) 24-19 for MLK Recreation Center pool resurfacing. On July 10, 2024, four bids were received. Staff recommends awarding ITB 24-19 to Electro-Mechanic Industries, Inc. DBA Vermana, who provided the lowest price, in the amount of \$77,035.25; and

WHEREAS, funding for MLK Recreation Center pool resurfacing is budgeted in Fiscal Year 2023-24 in the Capital Improvement Aquatics account, 300 7400 56300, in the amount of \$40,000; and

WHEREAS, the total cost of the pool resurfacing, known as Project #24021, exceeds the budgeted amount by \$37,035.25. Staff recommends transferring \$37,035.25, plus contingency, in the amount of \$10,964.75, for a total transfer amount of \$48,000, from the Parks and Recreation Capital Improvement account, 300 7200 56300 into the Aquatics Capital Improvements account, 300 7400 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 Invitation to Bid (ITB) 24-19 to Electro-Mechanic Industries, Inc. DBA Vermana for the Dr. Martin Luther King Jr Recreation Center pool resurfacing, known as Project #24021, in the amount of \$77,035.25.

SECTION 2. The City Commission approves a budget transfer from the Parks and Recreation Capital Improvement account, 300 7200 56300 into the Capital Improvement Aquatics account, 300 7400 56300 in the amount of \$48,000.00 which includes a \$10,964.75 contingency.

SECTION 3. The City Clerk and Interim City Manager are hereby authorized to execute all documentation pertaining to award of ITB 24-19, upon review and approval of the City Attorney.

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

ADOPTED this 21st day of August, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

INTRODUCTION

The City of Fernandina Beach, Florida (City) is requesting sealed competitive bids from qualified contractors for **MLK RECREATION CENTER POOL RESURFACING** located at 1200 Elm Street, Fernandina Beach, FL 32034.

The City will receive sealed bid submittals at the location stated below not later than **2:00pm, July 10, 2024**.

A Mandatory Pre-bid meeting will be held at 10:00am (ET), June 21, 2024, at the City of Fernandina Beach MLK Recreation Center, located at 1200 Elm Street, Fernandina Beach, FL 32034.

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.

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 #24-19** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #24-19**
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 Pricing Form**, 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**", "**Statement of Bidders Qualifications form**", hereto provided as "**Exhibit I**".

"Sample Contract" City of Fernandina Beach provided as separate document.

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

SCOPE OF WORK

The work shall include furnishing all labor, materials and equipment for the proper resurfacing of the main pool located at 1200 Elm Street, Fernandina Beach, Florida. The work includes, but is not limited to, the following:

MLK RECREATION CENTER POOL

The measurements from outside of the pool. 57'L x 26'W: 2,312 sq ft. Addition of stairs: 138 sq ft / Total Measurement: 2450 sq ft. (close estimation)

1. Obtain all required permits.
2. Make contact with the Health Department.
3. Remove existing marcite finish exposing painted substrate.
4. Sand blast using black beauty aggregate to expose substrate below. Protect stainless gutter system with 10mm or thicker material. Protect or remove stainless ladders and handrails.
5. Sound out exposed substrate and remove all loose or hollow sounding areas.
6. Block in areas where original plaster/aggregate was removed using Type II Portland cement and sand.
7. Prior to block-in treat substrate with SGM Bond Kote.
8. After block-in apply Bond Kote on entire pool substrate within two days of final finish plastering.
9. Add non-skid tile to steps to meet new HRS riser tile code.
10. Provide dewatering as required.
11. Replace all plastic interior parts with new. Maintain vacuum port. Replace main drains with new grates and frames. The main drain grates/covers shall be replaced with those that meet the requirements of the Virginia Graham Baker Act Specifications, ASME/ANSI A112.19.8-2007 performance standard, "Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, and Hot Tubs". Meet or exceed all Federal and State codes effective at the time of work including flow requirements. All work must comply with the Model Aquatic Health Code (MAHC).
12. Maintain wall anchors for lap lines and safety lines.
13. Maintain handrails and ladders.
14. Maintain or replace black tile on safety line.
15. ID all return inlets on gutter system with temporary marker tape.
16. Reseal stainless steel gutter at gutter/shell intersection.
17. Replastering is to be completed in one day.
18. Apply exposed quartz aggregate pool finish or permitted substitute to entire surface of pool. Start filling the pool within a 24-hour period.
19. Expose aggregate by means of acid washing within 15 hours of final trowel. Neutralize and remove water prior to filling.
20. All materials shall be mixed with and applied with the proper equipment.
21. Finisher mechanic ratio shall not exceed 300 square feet per finisher.
22. All finishers shall have previous trade experience.
23. Use sequestering agent at refilling.
24. Contractor shall carry pool popping insurance minimum.
25. Contractor shall have on site a dumpster large enough for all construction debris removal.
26. Perform initial chemical start up and pool cleaning upon completion.

BID ALTERNATES

1. Install 4 sets of 12" wide lane lines comprised of 2" or larger black porcelain tile and 6 black porcelain tile wall targets. If able to salvage existing lines and targets, re-grouting only would be required.
2. Paint 4 sets of 12" wide lane lines and wall targets using black epoxy paint.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

QUALIFICATIONS

Bidders must submit with the Bid Submittal evidence of capabilities to complete the construction specified. This will include a reference list of similar projects (scope and size) successfully completed in the past, a reference list, and equipment list, a list of subcontractors, and other information requested by the City of Fernandina Beach

SAFETY

The Contractor shall provide all necessary barriers and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall at all times, guard against damage or loss of City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

The Contractor shall provide all necessary safety equipment and take necessary precautions to protect Contractor personnel during the work. The contractor must adhere to all local, State, and Federal safety regulations for work performed on the beach access.

1. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
2. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

GENERAL CONSTRUCTION GUIDELINES

1. The contractor shall be required to coordinate the work schedule with City designee.
2. The contractor is solely responsible for all construction means, methods, techniques, sequences, procedures and coordinating all portions of Work under Contract.
3. The contractor is responsible for all acts and omissions of his Subcontractors.
4. The City designee will not establish limits of Work between Contractor and Sub-contractors nor will act as an arbiter in establishing such limits.

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.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by City 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 those specified in the bid response.
2. CONTRACTOR shall arrange with the City designee a sequence of procedures, 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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

REQUIRED INSPECTIONS

Prior to the start of any work, the CONTRACTOR shall examine the work area and report in writing to the City 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.
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 days written notice to CONTRACTOR without correction, may correct the deficiencies through the CITY's own forces or through others and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

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 Weaks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Purchasing Agent, Wanda Weaks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 **ten** days before bid opening.

If there is an Addendum it becomes part of the original Bid 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.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the construction is complete in detail and installed in accordance with the layout, geometry and details specified on the plans.
2. 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 the date of completion and acceptance by the CITY.

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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING
GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.
- 5. LATE BID**
 - a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
 - b. Modifications in writing received prior to the time set for the opening will be accepted.

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE
INDEMNIFICATION

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

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the

CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean, and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 conduct business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1, 000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and 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

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

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.

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBITS

EXHIBIT “A”	Contact Sheet/Bid Pricing Form
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgements and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Disputes Disclosure
EXHIBIT “I”	Statement of Bidder’s Qualifications Form

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "A"

CONTACT SHEET/BID PRICING FORM

Price is in accordance with the specifications and the General Conditions of the ITB as provided.

Bid Amount \$ _____

Bid Alternate - 1 \$ _____

Bid Alternate - 2 \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)Bidder's

Business Address _____

Phone No. _____ Fax No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

E-mail _____

SUBMITTED on _____ 20 ____.

State Contractor License No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

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

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is _____ and my relationship to the entity named above is _____.

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

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter 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 Submittal 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 submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal 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 submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES_____NO_____

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

YES_____NO_____

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "I"

STATEMENT OF BIDDERS QUALIFICATIONS FORM

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 Sponsor reserves the right to reject any bid proposal 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 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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 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. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, titles, and telephone numbers:
3. Dates of Completion:

21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

25. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

26. Primary Bank Reference: _____

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

Name of bonding company / surety: _____
Name of surety agent: _____
Address: _____
Phone: _____

28. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner? Yes No

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

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

By: _____

(Contractor)

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____.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

Notary's Signature _____ Notary's Printed Name _____

NOTARY PUBLIC, STATE OF _____

My commission expires:
_____, 20 ____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	Report Type: a. initial filing ___ b. material change
Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ _____ Print Name: _ _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333
------	---	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
--	---	--

None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321
------	--	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to
--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause	
--	---	--

	is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	
--	---	--

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)

>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §135.38

	G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
ITB 24-19
MLK POOL RESRUFACING**

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **ITB 24-19**. 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 firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
ITB 24-19
MLK POOL RESURFACING

What is the procedure for acquiring the necessary permits? **The permits can be acquired through the City Building Dept, 204 Ash Street, Fernandina Beach, FL. The cost of the permits depends on the project cost.**

What product is needed to reseal the stainless-steel gutters? **There are various sealants that are acceptable to use on this type of material as long as the sealant is approved by the Department of Health.**

Do the depth markers remain the same? Replacing the vinyl markers may cause “shadowing” with the old markers. **Replace all Vinyl depth Markers**

What is the depth of the pool? **8 feet**

More details are needed on the in-pool lighting. **The lights are not included in this project.**

Will the EPA have problems with sandblasting the pool. Can hydro blasting or scarifying be used? Chipping the paint would be time-consuming and not cost-effective. **There is no problem with this. Since there is no paint under the existing Marcite, the contractor will just have to remove the existing Marcite.**

Is there paint under the current pool surface? **No**

Will the facility be open at the time of resurfacing. **No**

Ladder holes need to stay. Ladders should be cross braced to pass the Department of Health inspection. Handrail going into the pool is at the correct height for the health inspection. **No Issues here.**

All impairments to the pool deck will need to be repaired before the Department of Health will approve the new pool resurfacing. The City will take care of repairing the pool deck. **This is being addressed in house as the project is stated.**

The health department will not allow paint on the bottom of the pool. Needs a slip cohesive value. **We will not be painting the lines**

No chance of saving the tile lines? Need to replace? **All tiles are to be replaced.**

The pool should have a “normal finish”. **Yes, that is correct.**

No choice of pool color? **Yes, that is correct.**

Pool Rule sign should be displayed. **Rules are displayed near the pool entrance.**

Anything in the water needs to be replaced. **No issues here.**

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

ITB 24-19

MLK POOL RESURFACING

The 2x2 dela tiles need to be in the scope? **Yes, with dela tile. Also all tile on entry steps to be replaced with like tile.**

What is the preferred area for staging? **The staging area will be determined once the bid is awarded.**

What hours of operation for the contractors? **Monday thru Friday; 7am 7pm**

Contractors and personnel will be able to use the restroom facilities at MLK. **Yes, the restrooms will be available.**

CITY OF FERNANDINA BEACH ITB OPENING TALLY

ITB 24-19 - July 10, 2024 2:00PM

Bid Name: MLK Pool Resurfacing

Attended by **Scott Mikelson, Alisha Brown and Wanda Weak**s

DATE/TIME REC'D	COMPANY NAME/LOCATION	POOL RESURFACING	ALTERNATE 1 TILE LINES AND WALL TARGETS	ALTERNATE 2 PAINT LINES AND WALL TARGETS	COMPLETE PROJECT TOTAL	EXHIBITS A-H	ADDENDUM NO 1
JUL 3, 2024 10:27AM	Electro-Mechanic Industries, Inc. d/b/a Vermana, Orlando, FL	\$ 68,075.25	\$ 8,960.00	\$ -	\$ 77,035.25	✓	✓
JUL 10, 2024 10:45AM	Oakwells Aquatics, Inc. Jacksonville, FL	\$ 143,250.00	\$ -	\$ -	\$ 143,250.00	✓	✓
JUL 10, 2024 10:45AM	Pool Management LLC Sandy Springs, GA	\$ 108,560.00	\$ -	\$ -	\$ 108,560.00	✓	✓
JUL 10, 2024 12:32PM	Frank's Pool Service, Inc. Jacksonville, FL	\$ 94,802.00	\$ -	\$ -	\$ 94,802.00	✓	✓

This is a preliminary summary of the submittals 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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "A"

CONTACT SHEET/BID PRICING FORM

Price is in accordance with the specifications and the General Conditions of the ITB as provided.

Bid Amount	\$ <u>68,075.25</u>
Bid Alternate - 1	\$ <u>8,960.00</u>
Bid Alternate - 2	\$ <u>N/A per Addendum No. 1</u>

Name: Electro-Mechanic Industries, Inc. DBA Vermana

Federal Taxpayer ID: 27-2447282

Mailing Address: 8248 Parkline Blvd. Ste. 100

City, State, & Zip Code: Orlando, FL 32809

Telephone: 407-704-9400 **Fax:** _____

Email: rbaerga@vermana.com

Submitted By: Raquel Baerga Schroeder

Title: Project Manager

Accounting Contact:

Name: Crystal Cruz **Title:** Administrative Manager

Email Address: admin@tonmor.com **Phone:** 407-4858594

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
ITB 24-19
MLK POOL RESURFACING**

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

ADDENDUM No. 1

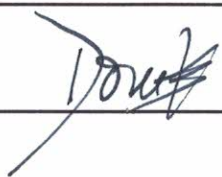
The following changes are applicable to the original documents and specifications of **ITB 24-19**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Domingo A. Meza **TITLE:** Executive Manager

ADDRESS: 8248 Parkline Blvd. Ste. 100

CITY: Orlando **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 07/02/2024

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
ITB 24-19
MLK POOL RESURFACING

What is the procedure for acquiring the necessary permits? The permits can be acquired through the City Building Dept, 204 Ash Street, Fernandina Beach, FL. The cost of the permits depends on the project cost.

What product is needed to reseal the stainless-steel gutters? There are various sealants that are acceptable to use on this type of material as long as the sealant is approved by the Department of Health.

Do the depth markers remain the same? Replacing the vinyl markers may cause "shadowing" with the old markers. Replace all Vinyl depth Markers

What is the depth of the pool? 8 feet

More details are needed on the in-pool lighting. The lights are not included in this project.

Will the EPA have problems with sandblasting the pool. Can hydro blasting or scarifying be used? Chipping the paint would be time-consuming and not cost-effective. There is no problem with this. Since there is no paint under the existing Marcite, the contractor will just have to remove the existing Marcite.

Is there paint under the current pool surface? No

Will the facility be open at the time of resurfacing. No

Ladder holes need to stay. Ladders should be cross braced to pass the Department of Health inspection. Handrail going into the pool is at the correct height for the health inspection. No Issues here.

All impairments to the pool deck will need to be repaired before the Department of Health will approve the new pool resurfacing. The City will take care of repairing the pool deck. This is being addressed in house as the project is stated.

The health department will not allow paint on the bottom of the pool. Needs a slip cohesive value. We will not be painting the lines

No chance of saving the tile lines? Need to replace? All tiles are to be replaced.

The pool should have a "normal finish". Yes, that is correct.

No choice of pool color? Yes, that is correct.

Pool Rule sign should be displayed. Rules are displayed near the pool entrance.

Anything in the water needs to be replaced. No issues here.

CITY OF FERNANDINA BEACH, FLORIDA

ADDENDUM NO. 1

ITB 24-19

MLK POOL RESURFACING

The 2x2 dela tiles need to be in the scope? Yes, with dela tile. Also all tile on entry steps to be replaced with like tile.

What is the preferred area for staging? The staging area will be determined once the bid is awarded.

What hours of operation for the contractors? Monday thru Friday; 7am 7pm

Contractors and personnel will be able to use the restroom facilities at MLK. Yes, the restrooms will be available.

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Pricing Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure
EXHIBIT "I"	Statement of Bidder's Qualifications Form

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

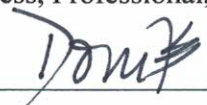
Name (typed or printed): _____

A Corporation

Corporation Name: Electro-Mechanic Industries, Inc. DBA Vermana (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): Service

By: 

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Domingo A. Meza

Title: Executive Manager

(CORPORATE SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)Bidder's

Business Address 8248 Parkline Blvd. Ste. 100

Orlando, FL 32809

Phone No. 407-601-3943 Fax No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

E-mail amesa@vermana.com

SUBMITTED on 07/03 20 24.

State Contractor License No.

CPC 1458858

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 MLK Recreation Center Pool Resurface.
2. This sworn statement is submitted by (entity) Electro-Mechanic Industries, Inc. DBA Vermana whose business address is 8248 Parkline Blvd. Ste. 100 Orlando FL 32809 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2447282 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Domingo A. Meza and my relationship to the entity named above is Executive Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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)

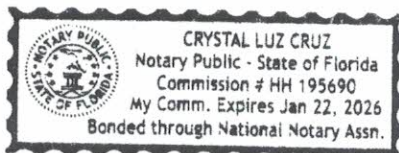
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of July, 2024, and is personally known to me, or has provided DL as identification.



Crystal J Cruz
Notary Public
My Commission expires: Jan 22, 2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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: Electro-Mechanic Industries, Inc. DBA Vermana

CITY: Orlando STATE: FL ZIP CODE: 32809

SIGNATURE:  PHONE: 407-493-6535

NAME (TYPED OR PRINTED): Domingo A. Meza TITLE: Executive Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 24-19

Project Description: Pool resurface, replace all grates and returns, replace
all tiles, replace depth markers on gutter, apply for permits, etc.

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: Electro-Mechanic Industries, Inc. DBA Vermana

Authorized Signature: Domingo A. Meza

Title: Executive Manager

Date: 07/03/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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: Domingo A. Meza Title: Executive Manager

Signature:  Date: 07/03/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for MLK Recreation Center Pool Resurface

This sworn statement is submitted by (entity) Electro-Mechanic Industries, Inc. DBA Vermana whose business address is 8248 Parkline Blvd. Ste. 100 Orlando FL 32809 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2447282 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Domingo A. Meza and my relationship to the entity named above is Executive Manager.

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

Domingo A. Meza
Signature

07/03/2024
Date:

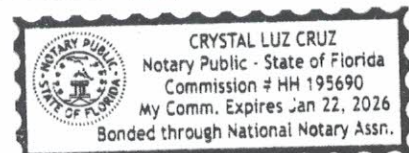
STATE OF FLORIDA

COUNTY OF Orange

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of July, 2024, and is personally known to me, or has provided DL as identification.

Crystal Luz Cruz
Notary Signature

My Commission expires: Jan 22, 2026



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for MLK Recreation Center Pool Resurface

This sworn statement is submitted by (entity) Electro-Mechanic Industries, Inc. DBA Vermana whose business address is 8248 Parkline Blvd. Ste. 100 Orlando FL 32809 and (if applicable) Federal Employer Identification Number (FEIN) is 27-2447282 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Domingo A. Meza and my relationship to the entity named above is Executive Manager.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter 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 Submittal 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 submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal 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 submittal 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

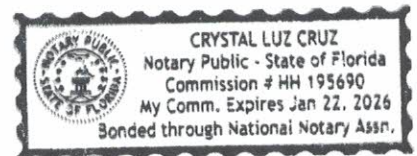
07/03/2020
Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of July, 2020 and is personally known to me, or has provided DL as identification.

[Signature]
Notary Signature

My Commission expires: Jan 22, 2020



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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.

Electro-Mechanic Industries, Inc. DBA Vermana

Firm

07/03/2024

Date

Domingo A. Meza
Authorized Signature

Domingo A. Meza / Executive Manager

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "I"

STATEMENT OF BIDDERS QUALIFICATIONS FORM

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 Sponsor reserves the right to reject any bid proposal 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: Electro-Mechanic Industries, Inc. DBA Vermana

2. Permanent office address: 8248 Parkline Blvd. Ste. 100 Orlando FL 32809

3. Years at permanent office address: 3

4. What is the general character of work performed by your company:
Pool Contractor, Pool Resurfaces, Modifications and Services.

5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 12

6. Are you licensed to do business as a contractor in 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 ☒

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 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).

N/A

20. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed:

1. Scope (size, type of construction, dollar-value) of the projects:

2. Client's name, titles, and telephone numbers: Experience for Bidder

3. Dates of Completion: Attached

21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:

2. Client's name, title, and telephone numbers: Experience for Bidder

3. Dates of Completion: Attached

22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:

2. Client's name, title, and telephone numbers: Experience for Bidder

3. Dates of Completion: Attached

23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:

2. Client's name, title, and telephone numbers: Experience for Bidder

3. Dates of Completion: Attached

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

Experience for Bidder
Attached

25. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

Experience for Bidder
Attached

26. Primary Bank Reference: _____

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

Name of bonding company / surety: _____
Name of surety agent: _____
Address: _____
Phone: _____

28. 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 1:35pm, this 3 day of July, 2024.

Electro-Mechanic Industries Inc By: Domingo Meza
(Contractor) DBA Vermana
Title: Executive Manager

_____, being duly sworn deposes and says that (he/she is of

Electro-Mechanic Industries Inc DBA Vermana and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 3 day of July, 2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

Notary's Signature Crystal Cruz Notary's Printed Name Crystal L Cruz
NOTARY PUBLIC, STATE OF Florida

My commission expires:
Jan 22, 2020, 20__

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Electro-Mechanic Industries, Inc. DBA Vermana, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Domingo A. Meza / Executive Manager

Printed Name and Title of Contractor's Authorized Official

07/03/2024

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	Report Type: ☐ a. initial filing ☐ b. material change
Name and Address of Reporting Entity: ☐ Prime ☐ Sub-awardee Tier ☐ , if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u><i>Domingo</i></u> Print Name: <u><i>Domingo</i></u> Title: <u><i>Executive manager</i></u> <u><i>(407) 601-3943</i></u> Telephone No.: _____ Date: <u><i>07/03/2014</i></u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**Experience for Bidder (Business / Corporation / Principal / Owner / Project Manager /
Construction Superintendent / Major Subcontractor)**

1. Riverland Park Pool & Manors Park Pool - \$364,332.00
 - a. City of Fort Lauderdale
 - b. Abraham Gopaul / agopaul@fortlauderdale.gov / 954-828-6560
 - c. November 2023 – February 2024
 - d. County permits, pool resurface, tile replacement, depth marker replacement, slope transition tile replacement, main drain replacement, bond kote, marcite plaster, led light and niche replacement, in-wall steps replacement, pool start-up and balance water chemistry, site clean-up.

2. Family Recreation Complex Swimming Pool & Deck Refurbishment Project - \$428,212.00
 - a. City of Temple Terrace
 - b. Cori Collins / ccollins@templeterrace.com / 813-506-6600
 - c. December 2020 – April 2021
 - d. City permits, lap lane swimming pool resurface, tile replacement, depth marker replacement, lap lane tile replacement, wall target tile replacement, rope anchor replacement, main drain replacement, bond kote, marcite plaster, pool start-up and balance water chemistry, remove and install of deck pavers, install new deck drain and site clean-up.

3. Mariners Village Pool - \$125,000
 - a. Integrated Construction, LLC
 - b. Robbie Brown / rbrown@inteconst.com / 904-508-3573
 - c. May 2022 – December 2022
 - d. Main Contractor
 - e. City permits, community pool resurface, tile replacement, depth marker replacement, main drain replacement, floor return and gutter fittings replacement, bond kote, marcite plaster, replacement of all pool equipment and collector tank, pool start-up and balance water chemistry and site clean-up.

4. Walt Disney World Resorts

- a. Disney's Doubloon Lagoon and Fuentes del Morro Pool Resurfaces
- b. Jay Andreani / 407-766-6305
- c. January 2024 – April 2024
- d. Dewatering and building permits, pools and spas resurfaces, tile replacement, depth marker replacement, ladders replacement, main drain replacement, floor return and gutter fittings replacement, strainer basket replacement, bond kote, marcite plaster and site clean-up. Pool deck and coping/beam repairs and replacements.

5. Aquatic Center Pool and Stars Pool

- a. City of Fort Myers
- b. Amanda Donnar / adonnar@cityftmyers.com / 239-560-0133
- c. 1750 Matthew Dr. Fort Myers FL 33907
- d. 2980 Edison Ave. Fort Myers FL 33916
- e. August 2023
- f. Resurfaced pool, replaced main drains, grates, returns, lights, ladders, and all tiles. Acid wash, bond kote, apply quartz and/or pebble plaster, pool start-up and balance water chemistry, Partial deck replacement. Replace pool equipment. Replace anchors and starting blocks. Applied for permits and passed inspections.

Government Agency References:

- YMCA - Dennis Grenier (407) 896-9220
- City of Ocala – Peter Hodges (352) 438-2650
- City of Ocala – Julie Johnson (352) 368-5517
- City of Orlando – Ivan Pagan (321) 277-2720



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2024

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 Sihle Insurance Group 1021 Douglas Avenue Altamonte Springs FL 32714		CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 407-869-0962 FAX (A/C, No): E-MAIL ADDRESS: Info@sihle.com	
INSURED Electro-Mechanic Industries, Inc. dba Vermana, Inc. 8248 Parkline Boulevard Suite 100 Orlando FL 32809-7871		ELECIND-01	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Transportation Insurance Company	
		INSURER B : Valley Forge Insurance Company	
		INSURER C : Continental Insurance Company	
		INSURER D : American Interstate Insurance	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 411792248	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:	Y	Y	7034474477	9/25/2023	9/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 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	Y	Y	7034474446	9/25/2023	9/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	7034573882	9/25/2023	9/25/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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	Y	AVWCFL3210792023	9/25/2023	9/25/2024	☒ 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	Equipment Floater			7034474477	9/25/2023	9/25/2024	Leased & Rented Deductible \$100,000 \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Fernandina Beach, its commissioners, mayor, officers, employees, agents, and attorneys are included as Additional Insured regarding General Liability & Automobile Liability when required by written contract. Waiver of Subrogation applies in favor of The City of Fernandina Beach, its commissioners, mayor, officers, employees, agents, and attorneys regarding General Liability, Automobile Liability & Workers Compensation when required by written contract. Umbrella Liability follows the Additional Insured and Waiver of Subrogation endorsements of the underlying General Liability, Automobile Liability and Employers Liability.

CERTIFICATE HOLDER City of Fernandina Beach 204 Ash Street Fernandina Beach FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "A"

CONTACT SHEET/BID PRICING FORM

Price is in accordance with the specifications and the General Conditions of the ITB as provided.

Bid Amount	\$ <u>94,802.⁰⁰</u>
Bid Alternate - 1	\$ _____
Bid Alternate - 2	\$ _____

Name: Frank's Pool Services Inc.

Federal Taxpayer ID: 20-5304258

Mailing Address: 12086 Ft. Caroline Road Ste 202

City, State, & Zip Code: Jacksonville, FL 32225

Telephone: 904.642.2583 Fax: NA

Email: nicki@frankspoolservices.com

Submitted By: Frank Urso

Title: President / owner

Accounting Contact:

Name: Ashley Craig Title: Office manager

Email Address: AshleyC@frankspool Phone: 904.642.2583
services.com

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBITS

- ✓ EXHIBIT "A" Contact Sheet/Bid Pricing Form**

- ✓ EXHIBIT "B" Public Entity Crimes**

- ✓ EXHIBIT "C" Drug-Free Workplace Certification**

- ✓ EXHIBIT "D" E-Verify Statement**

- ✓ EXHIBIT "E" Proposer Acknowledgements and Agreements**

- ✓ EXHIBIT "F" Conflict of Interest**

- ✓ EXHIBIT "G" Non-Collusion Affidavit**

- ✓ EXHIBIT "H" Disputes Disclosure**

- ✓ EXHIBIT "I" Statement of Bidder's Qualifications Form**

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
ITB 24-19
MLK POOL RESURFACING

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

ADDENDUM No. 1

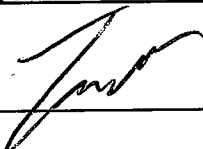
The following changes are applicable to the original documents and specifications of **ITB 24-19**. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the bid. Failure to do so may disqualify the bid submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the bid.

NAME: Frank Urso Jr. TITLE: President / owner

ADDRESS: 12086 Ft. Caroline Rd Ste 202

CITY: Jacksonville STATE: FL

AUTHORIZED SIGNATURE:  DATE: 7/8/24

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

This Bid is submitted by: Frank V. Urso Jr.

If Bidder is: Frank's Pool Services Inc.

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of general partner -- attach evidence of authority to sign)

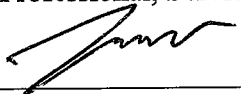
Name (typed or printed): _____

A Corporation

Corporation Name: Frank's Pool Services Inc. (SEAL)

State of Incorporation: FLorida

Type (General Business, Professional, Service, Limited Liability): General Business

By: 

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Frank V. Urso Jr.

Title: President

(CORPORATE SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

Attest Frank's Pool Services Inc.

Date of Qualification to do business in Florida is 7 / 31 / 2006

A Joint Venture

Name of Joint Venture: NA

First Joint Venturer Name: NA (SEAL)

By: NA

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): NA

Title: NA

Second Joint Venturer Name: NA
(SEAL)

By: NA

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): NA

Title: NA

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.) Bidder's

Business Address 12086 Ft. Caroline Rd Ste 202

Jay FL 32225

Phone No. 904.642.2583 Fax No. NA

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

E-mail Nicki@frankspoolservices.com

SUBMITTED on July 8 2024.

State Contractor License No. CPC1460149

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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.

- MLK Recreation Center Pool
1. This sworn statement is submitted with Bid, Proposal or Contract for Resurfacing.
 2. This sworn statement is submitted by (entity) Frank's Pool Services Inc. whose business address is 12086 Ft. Caroline Rd Jay FL 32225 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5304258 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
 3. My name is Frank^{Jr.} Urso and my relationship to the entity named above is owner.
 4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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:

7/8/24

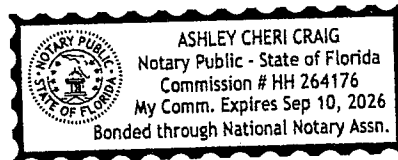
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of July, 2024, and is personally known to me, or has provided _____ as identification.

Ashley Craig
Notary Public

My Commission expires: Sep 10, 2026



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

12:13

0:27



AA

core.duvalclerk.com



Clerk of the Circuit Court

Duval County, Florida

CORE Clerk Online Resource

SA111121010101

Case Search ☒ Search Results ☒ 2002-CT-13474 ☒ ☒

Case 16-2002-CT-013474-AXXX-MA

Agency	JSO	Department	Traffic
Division	M	Case Status	CLOSED
SAO Number	02CT210803AD	Offense Date	3/22/2002
File Date	3/23/2002	Judge Name	COOPER, MALLORY
Officer		State Attorney	Garrison, Samuel Paul

Parties

Name / DOB / DL / ID #	Party Type Race / Sex	Address
FRANK VINCENT JR URSO DOB: 11/2/1980 License: U620278804020 Offender: 2002-010108 JSO ID: 603177	DEFENDANT W / M	11110 ATLANTIC BLVD JACKSONVILLE, FL 322250000

Attorneys

Attorney	Address	For Parties
Garrison, Samuel Paul State Attorney (502359)	State Attorney's Office Jacksonville, FL	

Citations

Citation #	Officer	Statute	Description
3677BIO		316187	
419162X		316193(1)	

Charges

Initial		Prosecutor		Court	
Count	Statute #	Statute Description w/Qualifier			
	Plea	Status	Level	Action	Minimum Fine
1	S316.193(1)	DRIVING UNDER THE INFLUENCE			
	GUILTY	SAME	M2	ADJUDICATED GUILTY	\$500.00
2					
		SAME		DISMISSED	---

Fees

Date	Description	Assessed	Paid	Balance
03/26/2002	HISTORICAL CRIMINAL FEE	\$615.50	\$615.50	\$0.00

Dockets

Line / Document	Count	Effective Entered	Description	Pages	Image
1		3/23/2002	OFFICER - 000013		

12:13

0:34

|||||



core.duvalclerk.com

Dockets

Line / Document	Count	Effective Entered	Description	Pages	Image
1	--	3/23/2002 6/26/2002	OFFICER - 000013		
2	--	3/23/2002 6/26/2002	TRAFFIC: 316193(1) 419 S 162 X7 ____		
3	--	3/23/2002 6/26/2002	TRAFFIC-CIVIL: 316187 003 S 677BIO 7____		
4	--	3/23/2002 6/26/2002	ARREST & BOOKING REPORT 020101086		
5	--	3/23/2002 6/26/2002	ARREST DATE: 032302		
6	--	3/23/2002 6/26/2002	JUDGE COOPER, MALLORY		
7	--	3/23/2002 6/26/2002	ASST. STATE ATTY. GARRISON, SAMUEL		
8	--	3/23/2002 6/26/2002	DEFENDANT ATTORNEY - N		
9	--	3/23/2002 6/26/2002	DEFENDANT PLEAD GUILTY		
10	--	3/23/2002 6/26/2002	DEF. ADJUDGED GUILTY		
11	--	3/23/2002 6/26/2002	JUDGEMENT AND SENTENCE TO COUNTY JAIL FOR 1 DAYS		
12	--	3/23/2002 6/26/2002	DAYS CREDIT - 001		
13	--	3/23/2002 6/26/2002	DEF. PLACED ON PROBATION - SALVATION ARMY - M00D000Y001		
14	--	3/23/2002 6/26/2002	CONDS: 1-50 HRS COMM SERV 2-		
15	--	3/23/2002 6/26/2002	D.U.I. SCHOOL		
16	--	3/23/2002 6/26/2002	& SUBSTANCE ABUSE EVAL 3-PAY		
17	--	3/23/2002 6/26/2002	FINE 4-VICTIM IMPACT PANEL		
18	--	3/23/2002 6/26/2002	5-IMPOUND OR IMMOBILIZE		
19	--	3/23/2002 6/26/2002	VEHICLE 10 DAYS ALL W/N 10 MOS		
20	--	3/23/2002 6/26/2002	EARLY TERM		
21	--	3/23/2002 6/26/2002	LICENSE REVOKED FOR 6 MONTHS		
22	--	3/23/2002 6/26/2002	ORDER PLACING DEFENDANT ON PROBATION		
23	--	3/23/2002 6/26/2002	DISMISSED		
24	--	3/23/2002 6/26/2002	ACKNOWLEDGE. OF RIGHTS & VOLUNTARINESS OF ENTRY OF PLEA		
25	--	3/26/2002 3/26/2002	DEF. PAID TOTAL OF 615.50, RECEIPT# 003777-3____		
26	--	3/26/2002 3/26/2002	PAYMENT EMS PAID 135.00		
27	--	3/26/2002 3/26/2002	PAYMENT LGTF PAID 50.00		
28	--	3/26/2002 3/26/2002	PAYMENT 5% CVC PAID 12.50		
29	--	3/26/2002 3/26/2002	PAYMENT F/M COSTS PAID 50.00		
30	--	3/26/2002 3/26/2002	PAYMENT L E E A PAID 5.00		
31	--	3/26/2002 3/26/2002	PAYMENT HRS PAID 15.00		
32	--	3/26/2002 3/26/2002	PAYMENT SOCIF PAID 50.00		
33	--	3/26/2002 3/26/2002	PAYMENT FINE PAID 250.00		

12:14

0:41

.....



core.duvalclerk.com

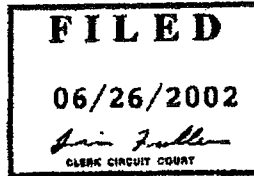
20	--	3/23/2002 6/26/2002	EARLY TERM		
21	--	3/23/2002 6/26/2002	LICENSE REVOKED FOR 6 MONTHS		
22	--	3/23/2002 6/26/2002	ORDER PLACING DEFENDANT ON PROBATION		
23	--	3/23/2002 6/26/2002	DISMISSED		
24	--	3/23/2002 6/26/2002	ACKNOWLEDGE. OF RIGHTS & VOLUNTARINESS OF ENTRY OF PLEA		
25	--	3/26/2002 3/26/2002	DEF. PAID TOTAL OF 615.50, RECEIPT# 003777-3		
26	--	3/26/2002 3/26/2002	PAYMENT EMS PAID 135.00		
27	--	3/26/2002 3/26/2002	PAYMENT LGTF PAID 50.00		
28	--	3/26/2002 3/26/2002	PAYMENT 5% CVC PAID 12.50		
29	--	3/26/2002 3/26/2002	PAYMENT F/M COSTS PAID 50.00		
30	--	3/26/2002 3/26/2002	PAYMENT L E E A PAID 5.00		
31	--	3/26/2002 3/26/2002	PAYMENT HRS PAID 15.00		
32	--	3/26/2002 3/26/2002	PAYMENT SOCIF PAID 50.00		
33	--	3/26/2002 3/26/2002	PAYMENT FINE PAID 250.00		
34	--	3/26/2002 3/26/2002	PAYMENT CSTF PAID 20.00		
35	--	3/26/2002 3/26/2002	PAYMENT CIA PAID 25.00		
36	--	3/26/2002 3/26/2002	PAYMENT TNC PAID 3.00		
37	--	3/26/2002 6/26/2002	FINE IMPOSED 250.00		
38	--	3/26/2002 6/26/2002	5% CVC IMPOSED 12.50		
39	--	3/26/2002 6/26/2002	L E E A IMPOSED 5.00		
40	--	3/26/2002 6/26/2002	EMS IMPOSED 135.00		
41	--	3/26/2002 6/26/2002	HRS IMPOSED 15.00		
42	--	3/26/2002 6/26/2002	F/M COSTS IMPOSED 50.00		
43	--	3/26/2002 6/26/2002	LGTF IMPOSED 50.00		
44	--	3/26/2002 6/26/2002	SOCIF IMPOSED 50.00		
45	--	3/26/2002 6/26/2002	CSTF IMPOSED 20.00		
46	--	3/26/2002 6/26/2002	CIA IMPOSED 25.00		
47	--	3/26/2002 6/26/2002	TNC IMPOSED 3.00		
48	--	3/26/2002 6/26/2002	PASSED TO ROOM M106 - 03/26/2002		
49	--	6/26/2002 9/6/2002	JUDGEMENT & SENT. W/FINGERPRINTS		
50	--	8/2/2002 8/2/2002	ORDER TERMINATING PROBATION		
51	--	8/16/2002 8/19/2002	RECORDING NUMBER 02230921		
52	--	8/16/2002 8/19/2002	JUDGMENT & SENTENCE RECORDED BOOK 10620 PAGE 2211		
53	--	8/29/2014 8/29/2014	CASE FILE DESTROYED		

IN THE COUNTY COURT OF
DUVAL COUNTY, FLORIDA

CASE NO: 2002-013474-MM-A

DIVISION: M

STATE OF FLORIDA



Doc# 2002230921
Book: 10620
Pages: 2211 - 2213
Filed & Recorded
08/16/2002 09:52:38 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY

VS.

FRANK VINCENT JR URSO

Defendant.

JUDGMENT AND SENTENCE

The defendant having ☐ been found guilty of: ☒ plead guilty to: ☐ plead nolo contendere to:
CNT 01 S316.193(1) DUI/BEVERAGE .08

That defendant, accompanied by his attorney, _____ / ☐ WAIVED / ☒ NONE
being present in open court, it is

ADJUDGED that the defendant is guilty of SAID OFFENSE(S)

After the foregoing judgment was rendered, that defendant was informed by the court of the accusation against that defendant and of the foregoing judgement, and was asked by the court whether that defendant had any cause to show why sentence should not be pronounced. That defendant showed no legally sufficient cause why sentence should not be pronounced.

That defendant and the State were afforded an opportunity to present evidence to the court as to any mitigating or aggravating circumstances that might properly be taken into consideration in imposing sentence.

Upon consideration, it is ORDERED that:

The defendant shall be imprisoned in the County Jail of Duval County, Florida, for a term of:

01- 1 DYS - 1 DYS CR.

☐ concurrent ☐ consecutive

01- 1 YRS

The defendant is hereby placed on probation for a period of _____

under the supervision of the Salvation Army, the conditions are specified in a separate order.

The defendant shall pay a fine in the amount of \$ 01- 250.00

to the Clerk of this Court.

The defendant shall pay a 5% Crimes Compensation surcharge in the amount of \$ 01- 12.50

to the Clerk of this Court.

The defendant shall pay an additional Misdemeanor-Crimes Compensation Trust cost in the amount of 50.00 to the Clerk of this court.

The defendant shall pay \$ 5.00 court cost to the Clerk of this Court.

The defendant shall pay an Emergency Medical Services Trust Fund cost in the amount of 01- 135.00

The defendant shall pay a Local Government Criminal Justice Trust Fund cost in the amount of \$ 50.00 to the Clerk of this Court.

The defendant shall pay 01- 15.00 cost for the Department of Health and Rehabilitative Services

to the Clerk of the Court.

The defendant shall pay a Court Improvement costs in the amount of \$ 25.00 to the Clerk of this Court.

The defendant shall pay Domestic Battery surcharge in the amount of \$ _____ to the Clerk of this Court.

The defendant shall pay a Teen Court costs in the amount of \$ 3.00 to the Clerk of this Court.

The defendant shall pay a Crime Stoppers costs in the amount of \$ 20.00 (not to exceed \$500.00).

A sum of \$ _____ Agency _____ \$ _____ Agency _____ pursuant to section 938.27, Florida Statutes (Prosecution/Investigative Costs).

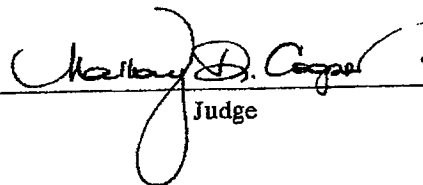
Revoked License 6 MTHS D . U. I. School ☒

The defendant shall be imprisoned in the County Jail at Duval County, Florida, for a term of:

_____ upon completion of _____ of that sentence, imposition of the remainder of that sentence shall be withheld until the further order of this court, and that defendant shall be upon probation, under the supervision and control of the Salvation Army Corrections Division/this Court, for a period of _____. The terms and conditions of that probation are specified in a separate order.

After the foregoing sentence was ordered, that defendant was informed that the defendant has a right to appeal from the foregoing judgment or sentence or both within 30 days from the date of this judgment and sentence, and that, if that defendant is indigent, this court will appoint an attorney to represent that defendant on appeal without expense to that defendant.

Done in open court at Jacksonville, Duval County, Florida 23 day of MARCH, 2002


Judge

CLERK OF THE CIRCUIT COURT

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

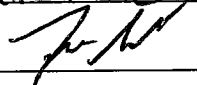
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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: Frank's Pool Services Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32225

SIGNATURE:  PHONE: 904.642-2583

NAME (TYPED OR PRINTED): Frank V. Urso Jr. TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 24-19

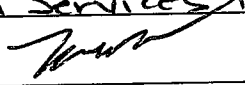
Project Description: MLK Recreation Center Pool
Resurfacing

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: Frank's Pool Services Inc.

Authorized Signature: 

Title: President

Date: 7/8/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

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: Frank V. Urso Jr. Title: President

Signature:  Date: 7/8/24

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for MLK Recreation Center Pool Resurfacing.

This sworn statement is submitted by (entity) Frank's Pool Services Inc. whose business address is 12086 Ft. Caroline Rd Jay FL 32225 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5304258 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Frank V. Urso Jr and my relationship to the entity named above is owner.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon 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] 7/8/24
Signature Date:

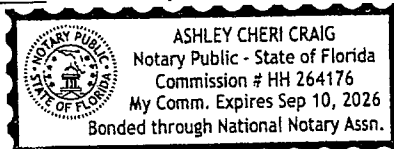
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of July, 2024, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Signature

My Commission expires: Sep 10, 2026



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for MLK Recreation Center Pool Resurfacing.

This sworn statement is submitted by (entity) Frank's Pool Services Inc. whose business address is 12086 Ft. Caroline Rd Jay FL 32225 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5304258 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

Frank V. Urso Jr.

My name is _____ and my relationship to the entity named above is owner.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter 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 Submittal 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 submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal 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 submittal 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:

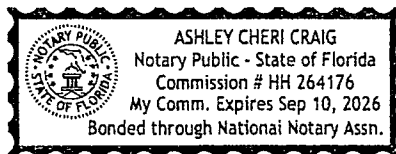
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of July, 2024 and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: Sep 10, 2026



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

**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.

Frank's Pool Services Inc.

Firm

7/8/24

Date



Authorized Signature

Frank V. Urso Jr.

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "I"

STATEMENT OF BIDDERS QUALIFICATIONS FORM

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 Sponsor reserves the right to reject any bid proposal 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: Frank's Pool Services Inc.
2. Permanent office address: 12086 Ft. Caroline Rd Ste 202 Jay FL 32225
3. Years at permanent office address: 2 years
4. What is the general character of work performed by your company:
Swimming pool maintenance, Repair, Remodel & New construction
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 18 years
6. Are you licensed to do business as a contractor in 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 ☒

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 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).

NA

20. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed:

1. Scope (size, type of construction, dollar-value) of the projects: *See Worksheet attached*
2. Client's name, titles, and telephone numbers:
3. Dates of Completion:

21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

25. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

26. Primary Bank Reference: 122 Financial Credit Union
Traci Stewart: Business Banking
Email: trstewart@122fcu.org
Phone: 904.723.6300

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

Name of bonding company / surety: Merchants Bonding Co.
Name of surety agent: Della Porta Agency: Terry Collins
Address: 7807 Baymeadows Rd E. Jax FL 32256
Phone: 904.646.0310

28. 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 J, this 8 day of July, 2024.

Frank V. Urso Jr. By: [Signature]
(Contractor)

Title: President

Frank V. Urso Jr., being duly sworn deposes and says that he/she is of

Frank's Pool Services Inc. and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 8 day of July, 2024.

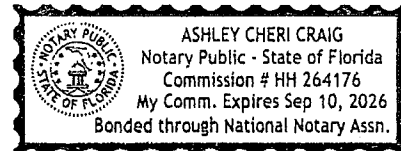
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

Notary's Signature *Ashley Craig*
NOTARY PUBLIC, STATE OF Florida

Notary's Printed Name Ashley Craig

My commission expires:
Sep 10, 2026



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS
ARPA FUNDS 2022
Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

Frank's Pool Services Inc.

The Contractor, Frank V. Urso Jr., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Frank V. Urso Jr.

Printed Name and Title of Contractor's Authorized Official

7/8/24

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

NA

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333
------	---	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
--	---	--

None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321
------	--	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause

is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)

>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §135.38

	G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

This **AGREEMENT** made on the 8 day of July in the year of 2024, **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: MLK Recreation Center Pool Resurfacing

CONTRACTOR: Frank's Pool Services Inc. / Frank V. Urso Jr.

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 ITB24-19. Documents comprising Bid Number ITB24-19 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

94,802.50

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

ARTICLE 6 - LIQUIDATED DAMAGES

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

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

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

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

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

ARTICLE 7 - PAYMENTS

1. Progress Payments

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

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

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

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

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

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

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

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

Subtract the aggregate of previous payments made by the Owner.

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

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

2. Final Payment

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

3. Certifying a Schedule of Values

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

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

4. Contractor Applications for Payment

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

Applications for Payment shall not include:

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

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

5. Certification of Payment Requests

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

6. Criteria for Withholding A Certificate for Payment

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

Defective Work not corrected;

- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount
- Damages owed to the Owner or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages; or
- Failure by Contractor to make payments properly and promptly to subcontractors or suppliers; or
- Persistent failure to carry out the Work in accordance with the Contract Documents or other material breach by Contractor.

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

ARTICLE 8 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Termination by The Contractor

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

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

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

2. Termination by The Owner For Cause

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

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

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

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

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

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

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

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

3. Termination by the Owner for Convenience

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

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

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

ARTICLE 9 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ARCHITECT/ENGINEER

1. Architect/Engineer as Owner's Representative

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

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

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

2. Monitoring Progress, Quality and Compliance with Contract Requirements

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

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

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

3. Review and Approval of Contractor's Submittals

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

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

4. Interpret Plans

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

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

The Architect may, as the Architect judges desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be

affected by field order or other notice to the Contractor, and provided such drawings or information are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or information, the Contractor shall give the notice provided in Article 13.

5. Approving Non-Substantial Deviations

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

6. Certifying Applications for Payment

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

7. Preparing Change Orders

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

8. Substantial Completion and Acceptant Reviews

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

B. OBLIGATIONS OF THE OWNER

1. Project Manager

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

2. Information Provided by Owner

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

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

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

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

3. Permits

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

4. Owner's Right to Stop Work

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

5. Owner's Right to Carry Out Work

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

6. Interpretation of Contract Documents and Performance

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

7. Approving Substantial Deviations

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

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

8. Owner's Right to Expedite Schedule

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

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

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

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

communications given to the Superintendent shall be as binding as if given to the Contractor.

2. Review of Contract Documents

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

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

3. Review of Field Conditions

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

4. Supervision and Construction Procedures

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

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

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

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

5. Inspection of Work

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

6. Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, water, electric, other utilities, transportation, taxes and other facilities and services necessary for proper execution and completion of the Work. It is the Contractor's responsibility to provide these resources

whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

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

7. Warranty

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

8. Construction Schedule

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

9. Project Records

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

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

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

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

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

10. Approval of Shop Drawings and Other Submittals

The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Architect prior to their implementation.

The Contractor shall perform no portion of the Work requiring submittal and review of these or similar data until approved by the Architect. Such Work shall be accomplished in accordance with approved Submittals.

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

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

11. Use of the Project Site

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

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

12. Cleanup of Project Site

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

13. Observations and Inspections

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

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

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

14. Correcting Rejected Work

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

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

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

15. Acceptance of Non-Conforming Work

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

16. Tests & Inspections

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

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

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

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

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

ARTICLE 10 - SUBCONTRACTORS

1. Reporting of Proposed Subcontractors

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

proposes to enter into an Agreement.

2. Rejection of Subcontractors

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

3. Removal of Subcontractors

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

4. Subcontractors Bound by Contract Documents

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

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

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

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

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

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

1. Owner's Right to Perform Construction

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

2. Owner to Provide Coordination

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

ARTICLE 12 - CHANGES IN THE WORK

1. Contract Held Valid

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

2. Construction Change Directive

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

3. Construction Change Order

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

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

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

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

4. Changes in Contract Amount

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

5. Cost of Work

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

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

- Supplies
- Subcontractor's costs
- Bonds and insurance

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

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

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

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

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

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

6. Changes in Contract Time

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

7. Changes in Contract Time Due to Weather Conditions

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

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

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

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

9. Effective Date of Change Orders

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

ARTICLE 13 - CLAIMS AND DISPUTES

1. Time Limits on Claims

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

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

2. Continuing Performance on the Contract

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

3. Claims for Concealed or Unknown Conditions

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

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

If the Owner determines that the conditions at the site are not materially different from those indicated in the

Contract Documents and that no change in the terms of the contract are justified, the Owner shall so notify the Contractor in writing stating the reasons.

4. Claims for Additional Time

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

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

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

5. Claims for Additional Compensation

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

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

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

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

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

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

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

6. Resolution of Disputes by the Owner

If a Claim has not been resolved after consideration under other terms of this Article, the Architect shall notify the

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

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

7. Injury of Damage to Person or Property

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

ARTICLE 14 - PROJECT CLOSEOUT

1. Substantial Completion of a Designated Portion

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

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

2. Substantial Completion

When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed and corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the Contractor of the responsibility to complete all Work in accordance with the Contract Documents.

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

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

- Security
- Maintenance
- Water, sewer, electric and other utilities

- Damages to the Work; and
- Insurance Responsibilities

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

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

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

3. Final Acceptance and Payment

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

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

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

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

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

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

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

2. Safety of Employees and Property

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

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

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

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

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

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

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

3. Emergencies

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

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to

immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

2. Waiver of Subrogation

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

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

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

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

3. Contractor's Insurance

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

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of

Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the Owner in writing.

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

4. Loss Deductible

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

5. Subcontractor's Insurance

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

6. Certificate of Insurance

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

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

7. Workers' Compensation Insurance

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

8. Liability Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

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

9. Builder's Risk Coverage

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

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

10. Payment and Performance Bond

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

Additionally, bonds must meet the following specifications:

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

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

ARTICLE 17 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

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

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

2. Concerning Latent Defects and Fraud

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

1. Governing Law

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

2. Successors and Assigns

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

3. Written Notice

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

4. Limitation of Liability

The Owner shall be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or

employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights or obligations under a Subcontract.

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

5. Attorney Fees and Costs

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

6. Validity, Severability and Reformation

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

7. Force Majeure

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

8. Contractor Not A Third Party Beneficiary

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

9. Public Records Law and Obligations

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

done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-310-3115, CBEST@FBFL.ORG, 204 ASH STREET, FERNANDINA BEACH, FL.

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

OWNER: The City of Fernandina Beach

City Manager

ATTEST –Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

CONTRACTOR: Frank's Pool Services Inc.

Frank V. Urso 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.



CPC 1460149

PROPOSAL# 51682024

**FRANK'S POOL SERVICES INC.
2771-29 MONUMENT ROAD SUITE 328
JACKSONVILLE, FL 32225
(904) 642-2583**

Customer: ITB24-19 MLK Pool
Job Address: 1200 Elm Street
Contact #:

Date: 07-08-24

EXHIBIT B

This proposal is for the following pool:

POOL:

PERMITS:

- Includes all approval letters and completion letters to the Health Department. Building permits required to do the proposed work and Notice of Commencement.

PLASTER:

- To drain pool and control the hydro static pressure so the pool can be drained.
- Demo and remove any plaster that is hollow or delaminated.
- Acid wash pool shell.
- Apply Bond Kote (Bonding Agent) so the new aggregate will adhere.
- Install new floor heads, wall return fittings and all new main drain frame and grates. Does not include gutter grates.
- Apply Quartz Finish to pool.

STEP TILE:

- Install 2x6 nonskid mud cap tile to all steps and swim outs.

STAINLESS STEEL GUTTER:

- Reseal stainless steel gutter



CPC 1460149

PROPOSAL# 51682024

**FRANK'S POOL SERVICES INC.
2771-29 MONUMENT ROAD SUITE 328
JACKSONVILLE, FL 32225
(904) 642-2583**

Customer: ITB24-19 MLK Pool
Job Address: 1200 Elm Street
Contact #:

Date: 07-08-24

EXHIBIT B

LAP LANES:

- install new race lane competition approved tile and wall targets
- approximately 260 LF

START UP:

- This bid includes to start the pool up with startup chemicals once the pool is filled.

POOL TOTAL \$94,802.00

- This bid is based on a draw payment schedule that will be provided in the contract.
- This proposal is only valid for 90 days!
- Please sign and date the bottom of this contract and return to us the original copy.
- This bid does not include any hidden conditions.
- Due to the way of the product applications of the aggregate finish, the pool could show lighter or darker color variations in the aggregate.
- THE OWNER AND MANAGEMENT COMPANY ARE RESPONSIBLE TO HAVE ALL POOL LEAKS REPAIRED BY A LICENSED PROFESSIONAL LEAK DETECTION COMPANY PRIOR TO REMODEL TAKING PLACE.
- BID IS BASED ON ONLY 1 LAYER OF TILE AND NO MORE THEN 1 LAYER OF PLASTER THAT MAY NEED TO BE REMOVED PRIOR TO NEW INSTALLATION OF PLASTER.



CPC 1460149

PROPOSAL# 51682024

**FRANK'S POOL SERVICES INC.
2771-29 MONUMENT ROAD SUITE 328
JACKSONVILLE, FL 32225
(904) 642-2583**

Customer: ITB24-19 MLK Pool
Job Address: 1200 Elm Street
Contact #:

Date: 07-08-24

EXHIBIT B

This proposal is based upon the parties entering into Frank's Pool Services contract and the terms contained therein. A copy of contract is available upon request.

SIGNATURE _____ DATE _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2024

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 Arthur J. Gallagher Risk Management Services, LLC 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	CONTACT NAME: PHONE (A/C, No, Ext): 321-397-3870 E-MAIL ADDRESS: CertRequests@ajg.com FAX (A/C, No): 321-397-3888
INSURED Frank's Pool Services, Inc. 12086 Ft Caroline Rd. ste 202 Jacksonville FL 32225	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Insurance Company INSURER B : Amerisure Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
FRANPOO-01	NAIC # 19488 23396

COVERAGES

CERTIFICATE NUMBER: 379208514

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 ☒ Pool Pop GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GL21229630101	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC21229640102	4/1/2024	4/1/2025	☒ 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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Fernandina Beach Building Dept.
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2024

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 The Della Porta Group 7807 Baymeadows Road East Suite 301 Jacksonville FL 32256		CONTACT NAME: Terry Collins PHONE (A/C, No, Ext): (904) 646-0310 FAX (A/C, No): E-MAIL ADDRESS: tcollins@dellaportagroup.com	
INSURED Frank's Pool Services Inc 2771-29 Monument Rd Ste 328 Jacksonville FL 32225-2426		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER: CL2432633179

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.

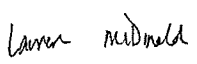
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	5067289700	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
	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) 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 \$ \$ \$

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

The certificate holder is additional insured as respects automobile liability, on a primary/noncontributory basis, including waiver of subrogation, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach Building Dept. 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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

CONTINUATION CERTIFICATE

(to be filed with the obligee)

<u>FL5190470</u>	<u>\$2,000</u>	<u>General Contractor - Compliance Only</u>
BOND NO.	AMOUNT	DESCRIPTION
<u>OBLIGEE</u> <u>County of Nassau, Florida</u>		

MERCHANTS BONDING COMPANY (MUTUAL) hereby continues in force Bond for:

PRINCIPAL Frank's Pool Services Inc.

DBA _____

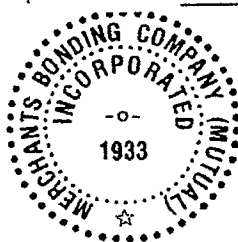
All liability under this Continuation Certificate is effective 01/28/2024 and terminates midnight 01/28/2025

This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.

Witness the signature of its President under the corporate seal on September 26, 2023

Attest:

William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

CERTIFICATION

I hereby certify that the following is a true and correct copy of Section 1(b) and Section 1(d) of Article VI of the Bylaws of Merchants Bonding Company (Mutual) duly adopted and recorded to-wit: Section 1(b) "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and Section 1(d) "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

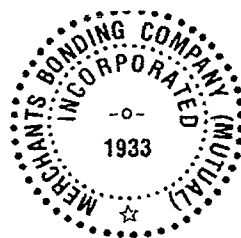
I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and William Warner, Jr., Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the MERCHANTS BONDING COMPANY (MUTUAL)

this 26th day of September 2023

Attest:

William Warner Jr.
Secretary



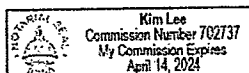
MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

On this 26th day of September 2023 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witnessed to and subscribed by me on September 26, 2023

Kim Lee
Notary Public



CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "A"

CONTACT SHEET/BID PRICING FORM

Price is in accordance with the specifications and the General Conditions of the ITB as provided.

Bid Amount \$ 143,250
Bid Alternate - 1 \$ _____
Bid Alternate - 2 \$ _____

Name: Oak Wells Aquatics Inc.

Federal Taxpayer ID: 47-1563816

Mailing Address: 8608 Beach Blvd.

City, State, & Zip Code: Jacksonville, FL 32216

Telephone: 904-619-3281 Fax: _____

Email: JOHN@OAKWELLSAQUATICS.COM

Submitted By: John Oakes

Title: Owner

Accounting Contact:

Name: Ryan Wells Title: Owner

Email Address: ryan@oakwellsaquatics.com Phone: 904-619-3281

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

This Bid is submitted by: Oak Wells Aquatics

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Oak Wells Aquatics Inc. (SEAL)

State of Incorporation: FL

Type (General Business, Professional, Service, Limited Liability): professional

By: J A Oaks
(Signature -- attach evidence of authority to sign)

Name (typed or printed): John Oaks

Title: owner

(CORPORATE SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.) Bidder's

Business Address _____

Phone No. _____ Fax No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

E-mail JOHN@OAKWELLSAQUATICS.COM

SUBMITTED on July 9 2024.

State Contractor License No. CPC 1458530

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 Oak Wells Aquatics
2. This sworn statement is submitted by (entity) Oak Wells Aquatics whose business address is 8609 Beach Blvd Sx, Fl 32216 and (if applicable) Federal Employer Identification Number (FEIN) is 47-1563816 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: .)
3. My name is John Dalces and my relationship to the entity named above is owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of July, 2024 and is personally known to me, or has provided FL DL as identification.



Notary Public

My Commission expires: 10-23-26

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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: Oak Wells Aquatics
CITY: Jacksonville STATE: FL ZIP CODE: 32216
SIGNATURE: [Signature] PHONE: 407-497-5640
NAME (TYPED OR PRINTED): John Oakes TITLE: Owner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: 24-19

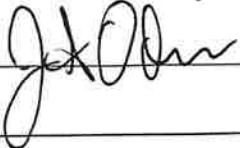
Project Description: MLK Recreation Center Pool
Resurfacing

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: Oak Wells Aquatics

Authorized Signature: 

Title: owner

Date: 7/9/24

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

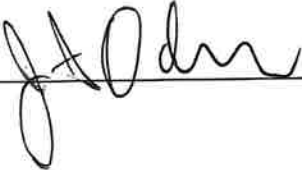
EXHIBIT "E"

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: John Oakes Title: owner

Signature:  Date: 7/9/24

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

This sworn statement is submitted by (entity) Oak Wells Aquatics whose business address is 8608 Beach Blvd Saxon FL 32216 and (if applicable) Federal Employer Identification Number (FEIN) is 47-1563816 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John Oakes and my relationship to the entity named above is owner.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon 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:

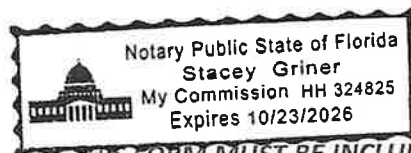
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of July, 2024 and is personally known to me, or has provided FL DL as identification.

[Signature]
Notary Signature

My Commission expires: 10-23-26



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Oak Wells Aquatics
This sworn statement is submitted by (entity) Oak Wells Aquatics whose business address is
8608 Beach Blvd Jax FL 32216 and (if applicable) Federal Employer Identification Number (FEIN)
is 47-1563816 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your
Social Security Number: _____.)

My name is John Oakes and my relationship to the entity named above is owner.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter 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 Submittal 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 submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal 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 submittal 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:

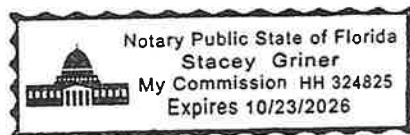
STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3 day of July, 2024 and is personally known to me, or has provided FLDL as identification.

Notary Signature

My Commission expires: 10-23-26



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

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.

Oak Wells Aquatics

Firm

7/9/24

Date

[Signature]

Authorized Signature

John Oakes, Owner

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "I"

STATEMENT OF BIDDERS QUALIFICATIONS FORM

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 Sponsor reserves the right to reject any bid proposal 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: Oak Wells Aquatics Inc.
2. Permanent office address: 8608 Beach Blvd Jacksonville, FL 32216
3. Years at permanent office address: 6
4. What is the general character of work performed by your company:
Swimming pool construction
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 10
6. Are you licensed to do business as a contractor in 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 ☒

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 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).

Not applicable

20. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, titles, and telephone numbers: *see Addendum A*
3. Dates of Completion:

21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers: *see Addendum A*
3. Dates of Completion:

22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers: *see Addendum A*
3. Dates of Completion:

23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers: *see Addendum A*
3. Dates of Completion:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects: See Addendum A
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

25. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three projects completed in the past three years: See Addendum B

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

26. Primary Bank Reference: Synovus 904-449-2858
(Patrick Heatherington - patrick.heatherington@synovus.com)

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

Name of bonding company / surety: Sihle Insurance Group
Name of surety agent: Amy Thompson
Address: 1021 Douglas Ave. Altamonte Springs, FL 32714
Phone: 407-389-3533

28. 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 [Signature], this 3 day of July, 2024

(Contractor) By: John Oakes

Title: owner

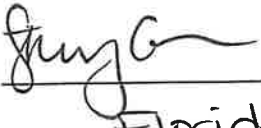
[Signature], being duly sworn deposes and says that he/she is of

Oak Wells Aquatics and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 3 day of July, 2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

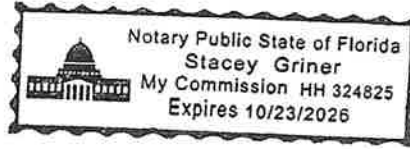
CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

Notary's Signature 

Notary's Printed Name Stacey Griner

NOTARY PUBLIC, STATE OF Florida

My commission expires: 10 - 23, 2020



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Oak Wells Aquatics, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

John Oakes owner

Printed Name and Title of Contractor's Authorized Official

7/9/24

Date

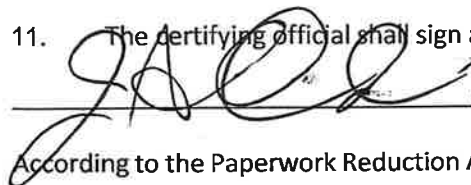
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

 John Oakes, owner, 904-619-3281, 7/19/24

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information

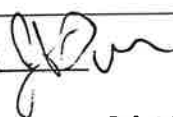
unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: _____ Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 		b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  _____ Print Name: _____ <u>John Oakes</u> Title: <u>Owner</u> Telephone No.: <u>904-64-3281</u> Date: <u>7/9/24</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333
------	---	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
---	--

None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321
------	--	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause

	is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	
--	---	--

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)

>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §135.38

	G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Addendum "B"

Summer Key Condos

New plaster and tile

Subcontractor: Tempool – 904-724-8967

\$38,029.00

Ocean Village Condos

New Plaster and Tile

Subcontractor: Tempool – 904-724-8967

New Plaster, Tile,

\$46,496.00

St Johns Country Day

Subcontractor: Tempool – 904-724-8967

New Plaster, Tile

\$88,386.00

Addendum "A"

Summer Key Condos

New plaster and tile

Rizetta – 904-436-6270 Ext 0037

\$140,660.00

Date of completion 4/3/24

Ocean Village Condos

New Plaster and Tile

Ocean Village Condo Association – Jackie Amaya – 904-471-7022

\$182,000.00

3/11/24

St Johns Country Day

New Plaster, Tile, and Gutter remodel

Spook Hill – 904-264-9572

\$610,000.00

3/9/23

VENDOR APPLICATION
FINANCE DEPARTMENT

204 ASH STREET
FERNANDINA BEACH, FL 32034
Office : (904) 310-3325
Fax: (904) 310-3457
www.FBFL.us

City of Fernandina Beach

DATE:6/24/24/

NEW VENDOR []

BUSINESS NAME: Oakwells Aquatics Inc.

BUSINESS ADDRESS: 8608 Beach Blvd Jacksonville Fl. 32216

REMIT ADDRESS (if different): Same

PRIMARY CONTACT: John Oakes

PHONE: 407 497 5640

FAX: .

EMAIL ADDRESS:

john@oakwellsaquatics.co
m.

IS YOUR BUSINESS:

YES

INCORPORATED?

IF SO, FEI #: 471563816

REGISTERED WITH THE STATE OF FLORIDA?

Yes

ARE YOUR SERVICES PROVIDED ON CITY PROPERTY? YES

CURRENT CERTIFICATE OF INSURANCE ATTACHED? Yes

DO YOU ACCEPT CREDIT CARDS?

NO

GENERAL INFORMATION

Persons or businesses interested in being added to the City of Fernandina Beach Vendor/Database list must fill out a Vendor Packet and send it to the Finance Department. The packet includes Vendor Application, a W-9, and when required a Certificate of Insurance*, and a description identifying their product or service. All documents are available on our website at www.FBFL.us under the Bids Posting link. All sections of the application must be completed.

The application is provided as a courtesy only and does not legally entitle a vendor to any particular solicitation, therefore vendors are encouraged to visit our site for legal notices of Invitation To Bid (ITB), Request for Proposal (RFP) and Request for Qualifications (RFQ). The city will not check addresses or telephone numbers for accuracy if mail is returned by the post office. It is the vendor's responsibility to inform the city of any changes. This includes change of name, address or telephone number, changes in personnel listed on this application, and any addition or deletion of commodity codes provided by the vendor.

Current Certificate of Insurance is required if services provided are performed on City property.

Email completed form to bfrench@fbfl.org. City of Fernandina Beach must be shown as Additional Insured.

Thank you for your interest in the City of Fernandina Beach.

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Oak Wells Aquatics	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☒ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 8608 Beach Blvd. 6 City, state, and ZIP code Jacksonville, Florida 32216 7 List account number(s) here (optional)	Requester's name and address (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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td></tr><tr><td colspan="10">or</td></tr><tr><td colspan="10">Employer identification number</td></tr><tr><td>4</td><td>7</td><td>-</td><td>1</td><td>5</td><td>6</td><td>3</td><td>8</td><td>1</td><td>6</td></tr></table>	Social security number														-			-			or										Employer identification number										4	7	-	1	5	6	3	8	1	6
Social security number																																																			
				-			-																																												
or																																																			
Employer identification number																																																			
4	7	-	1	5	6	3	8	1	6																																										

Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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	<table><tr><td>Signature of U.S. person</td><td>Date</td></tr></table>	Signature of U.S. person	Date
Signature of U.S. person	Date		

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2024

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, Ste 500 Jacksonville FL 32204	CONTACT NAME: Tiffany Peterson	
	PHONE (A/C, No, Ext): 904-421-8600	FAX (A/C, No): 904-421-8601
INSURED Oak Wells Aquatics, Inc. 8608 Beach Blvd Jacksonville FL 32216	E-MAIL ADDRESS: tpeterson@ghgins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zenith Insurance Company	
	INSURER B: Philadelphia Indemnity Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 2033627757	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 ☒ PROJECT ☒ LOC OTHER:	Y		PHPK2457164	8/20/2023	8/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2457164	8/20/2023	8/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Z136163505	8/22/2023	8/22/2024	☒ 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
B	Equipment/ Inland Marine			PHPK2457164	8/20/2023	8/20/2024	Rented / Leased equip Deductible 55,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Property Damage Pool Pop-up Coverage - GL Coverage - PHPK2316643 Each Pop-Up Limit of Insurance \$1,000,000; Pop-Up Aggregate Limit of Insurance \$1,000,000; Each Pop-Up Deductible \$1,000.
Certificate holder is included as Additional Insured for General Liability when required by written contract

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
POOL CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Expected or Intended Injury – Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments – Amended Time Period to Report	2 years	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$1,000 per day	3
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	3
Who Is An Insured Additional Insured – Newly Acquired or Formed Organizations Additional Insured – Broadened Named Insured Additional Insured – Managers, Landlords, or Lessors of Premises Additional Insured – Lessor of Leased Equipment Additional Insured – Vendors Additional Insured – Controlling Interest	180 Days Included Included Included Included Included	4
Duties in the Event of Occurrence, Claim or Suit	Included	6
Unintentional Failure to Disclose Hazards	Included	7
Transfer of Rights of Recovery Against Others To Us	Clarification	7
Liberalization	Included	7
Primary Insurance – Non Contributing (Additional Insureds)	Included	7
Bodily Injury – includes Mental Anguish	Included	8

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$300,000; or

- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a.; and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

B. Expected or Intended Injury – Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. **Exclusions**, Paragraph **a. Expected Or Intended Injury** is deleted in its entirety and replaced by the following:

- a. Expected Or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and

- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments – Amended Time Period to Report

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part, **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within two (2) years of the date of the accident.

E. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

- 1. b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1. d. is deleted in its entirety and replaced by the following:

- 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

F. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees," "managers," directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used in this coverage, are defined as follows:

a. "Client" means any entity for whom you perform services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

- (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
- (2) Any natural person who is furnished temporarily to you:
- (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
- while that person is subject to your direction and control and performing services for you.
- (3) "Employee" does not mean:
- (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

G. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organizations

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is amended to read:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Each of the following is also an insured:

- a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- b. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- c. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- d. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

- e. **Controlling Interest** – Any person or organization with respect to their liability arising out of their financial control of you; or premises they own, maintain or control while you lease or occupy these premises.

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.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and are not in addition to the limits of insurance shown in the Declarations.

H. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

I. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

J. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

K. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following additional condition:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Primary Insurance – Non-Contributing (Additional Insureds)

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following additional condition and supersedes any other provision to the contrary:

1. When required in writing by an agreement, contract or permit with any additional insured, the insurance afforded to such additional insured is primary. Other insurance listing such additional insured as a named insured in the Declarations will apply as excess and not contribute as primary to the insurance afforded by this policy.
2. Any agreement, contract, lease or permit requiring:
 - a. You to include any person or organization as an additional insured;
 - b. You to waive your rights of recovery against any person or organization; or
 - c. That this insurance be primary;

Must be signed prior to an "occurrence" or offense.

M. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

“Bodily injury” means:

- a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.



Oak Wells Aquatics
8608 Beach Blvd
Jacksonville, FL 32216
Tel (904) 619-3281
CPC1458530
www.oakwellsaquatics.com

Job: MLK Recreation Center Pool Resurfacing ITB 24-19

SCOPE OF WORK

General

- Chip out entire finish up to existing tile line and prep pool for new quartz plaster finish.
- Apply sealant to stainless steel gutters
- Remove and replace four black 2x2" tile lane lines with 8 targets.
- Remove and replace 32 linear feet of 2x6" non-skid step tile.
- Replace all white goods.
- Refill pool, start up and balance water.
- Provide surveying for pool.

Total Cost

\$143,250

GENERAL EXCLUSIONS (May not be specific to this job unless expressly stated above)

- Dewatering of any kind. Entire job site pertaining to pool, plumbing routes, and collection tank area must be dewatered dry for the entire duration of construction.
- Cost to fill pool
- Any alterations to the pool deck
- Waterline tile excluded

1. **AGREED CONDITION:** The contract document defines the scope of work to be performed by Oak Wells Aquatics for the stated contract amount. Items not covered list are the owner's responsibility and are not part of the contract amount
2. **PERMITS:** Contractor will obtain and pay for local building permit required on his work. Owner shall furnish any necessary variances. Contractor will pay sales tax on all equipment and materials used in his work.
3. **CONSTRUCTION SCHEDULE:** Contractor agrees to do all work provided in this contract in a good and workmanlike manner but shall not be held responsible for delay or failure to perform work when due to acts of God, weather, government prohibition or reasons beyond his control.
4. **LOCATION:** The owner or his agent shall verify his approval of layout, location, and finish grade by signature on plans and/or excavation foreman's check sheet.
5. **ACCESS:** It is understood that the owner will permit and maintain free access to the pool site and adequate working room. It is further understood that contractor will not be held responsible when it is necessary to cross sidewalks, curbs, driveways, grassed areas, or any terrain which might be damaged or marred by equipment passage to reach job site. Contractor will always exercise reasonable care to prevent needless damage to owner's property and property of others.

6. UTILITIES: Owner will furnish, at no charge to the contractor, electricity and water for building and filling the pool.

7. DRAW SCHEDULE: Stage completion invoices are due upon presentation. In the event of default in the payment schedule above set out, work will cease, and the owner will be liable for the payment of the amount then due plus 10% of the unpaid balance plus any expenses incurred in collecting the same including 18% attorney's fees. Any loss resulting from delay in construction caused by the owner through obstruction or desire for change shall be paid for by the owner.

8. WARRANTY: When final stage completion invoice is rendered, owner will complete and sign Acceptance and Warranty Certification. Warranty is void unless Acceptance and Warranty Certificate is completed, signed by owner and dated by an authorized representative of contractor.

9. ADDITIONAL WORK: This proposal includes only work expressed in writing. If owner desires changes or if additional work is required, for owner protection supplemental written agreement must be signed prior to doing the work. Our estimating department must make all price quotations. No one on the job is qualified or authorized to quote prices. Payment for additional work is due upon completion of the work.

10. EXCEPTIONS: In order to be honored, any exceptions including changes, additions, and/or deletions affecting this contract must be clearly specified and responsibility firmly fixed below.

11. **Building Materials Price Escalation and Supply Chain Delays:** If, during the performance of the Work, the price of building material significantly increases, through no fault of the Contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover the actual price increases, without any markup for profit or overhead. As used herein, a significant price increase shall mean an increase of 5% or more in the price of any building materials from the date of the Contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the Contractor, because of the shortage or unavailability of building materials and/or supply chain issues, the Contract price and/or time shall be equitably adjusted for the actual additional costs and/or time associated with such delay(s).

Your acceptance of this proposal by signature below, and return of this form to our office, will constitute a contract entered into in accordance with the specifications, conditions, and remarks stated herein.

Dated: 7/10/24

Oak Wells Aquatics

Owner

By: _____

By: _____

Accepted this _____ day of _____ 2024

Accepted this _____ day of _____ 2024

Signature: _____

Signature: _____

MLK Recreation pool remodel ITB 24-19

We have submitted a request for the bid bond to our insurance company. Once we receive it back, we will forward this information over to you.

Thank you,

A handwritten signature in black ink that reads "Cathleen Kabat". The signature is written in a cursive, flowing style.

Cathleen Kabat

Oak Wells Aquatics

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

INTRODUCTION

The City of Fernandina Beach, Florida (City) is requesting sealed competitive bids from qualified contractors for **MLK RECREATION CENTER POOL RESURFACING** located at 1200 Elm Street, Fernandina Beach, FL 32034.

The City will receive sealed bid submittals at the location stated below not later than **2:00pm, July 10, 2024**.

A Mandatory Pre-bid meeting will be held at 10:00am (ET), June 21, 2024, at the City of Fernandina Beach MLK Recreation Center, located at 1200 Elm Street, Fernandina Beach, FL 32034.

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.

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 #24-19** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #24-19**
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 Pricing Form**, 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**", "**Statement of Bidders Qualifications form**", hereto provided as "**Exhibit I**".

"Sample Contract" City of Fernandina Beach provided as separate document.

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

SCOPE OF WORK

The work shall include furnishing all labor, materials and equipment for the proper resurfacing of the main pool located at 1200 Elm Street, Fernandina Beach, Florida. The work includes, but is not limited to, the following:

MLK RECREATION CENTER POOL

The measurements from outside of the pool. 57'L x 26'W: 2,312 sq ft. Addition of stairs: 138 sq ft / Total Measurement: 2450 sq ft. (close estimation)

1. Obtain all required permits.
2. Make contact with the Health Department.
3. Remove existing marcite finish exposing painted substrate.
4. Sand blast using black beauty aggregate to expose substrate below. Protect stainless gutter system with 10mm or thicker material. Protect or remove stainless ladders and handrails.
5. Sound out exposed substrate and remove all loose or hollow sounding areas.
6. Block in areas where original plaster/aggregate was removed using Type II Portland cement and sand.
7. Prior to block-in treat substrate with SGM Bond Kote.
8. After block-in apply Bond Kote on entire pool substrate within two days of final finish plastering.
9. Add non-skid tile to steps to meet new HRS riser tile code.
10. Provide dewatering as required.
11. Replace all plastic interior parts with new. Maintain vacuum port. Replace main drains with new grates and frames. The main drain grates/covers shall be replaced with those that meet the requirements of the Virginia Graham Baker Act Specifications, ASME/ANSI A112.19.8-2007 performance standard, "Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, and Hot Tubs". Meet or exceed all Federal and State codes effective at the time of work including flow requirements. All work must comply with the Model Aquatic Health Code (MAHC).
12. Maintain wall anchors for lap lines and safety lines.
13. Maintain handrails and ladders.
14. Maintain or replace black tile on safety line.
15. ID all return inlets on gutter system with temporary marker tape.
16. Reseal stainless steel gutter at gutter/shell intersection.
17. Replastering is to be completed in one day.
18. Apply exposed quartz aggregate pool finish or permitted substitute to entire surface of pool. Start filling the pool within a 24-hour period.
19. Expose aggregate by means of acid washing within 15 hours of final trowel. Neutralize and remove water prior to filling.
20. All materials shall be mixed with and applied with the proper equipment.
21. Finisher mechanic ratio shall not exceed 300 square feet per finisher.
22. All finishers shall have previous trade experience.
23. Use sequestering agent at refilling.
24. Contractor shall carry pool popping insurance minimum.
25. Contractor shall have on site a dumpster large enough for all construction debris removal.
26. Perform initial chemical start up and pool cleaning upon completion.

BID ALTERNATES

1. Install 4 sets of 12" wide lane lines comprised of 2" or larger black porcelain tile and 6 black porcelain tile wall targets. If able to salvage existing lines and targets, re-grouting only would be required.
2. Paint 4 sets of 12" wide lane lines and wall targets using black epoxy paint.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

QUALIFICATIONS

Bidders must submit with the Bid Submittal evidence of capabilities to complete the construction specified. This will include a reference list of similar projects (scope and size) successfully completed in the past, a reference list, and equipment list, a list of subcontractors, and other information requested by the City of Fernandina Beach

SAFETY

The Contractor shall provide all necessary barriers and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall at all times, guard against damage or loss of City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

The Contractor shall provide all necessary safety equipment and take necessary precautions to protect Contractor personnel during the work. The contractor must adhere to all local, State, and Federal safety regulations for work performed on the beach access.

1. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
2. CONTRACTOR shall have a person, which is on their payroll and with the authority to make decisions, on site at all times.

GENERAL CONSTRUCTION GUIDELINES

1. The contractor shall be required to coordinate the work schedule with City designee.
2. The contractor is solely responsible for all construction means, methods, techniques, sequences, procedures and coordinating all portions of Work under Contract.
3. The contractor is responsible for all acts and omissions of his Subcontractors.
4. The City designee will not establish limits of Work between Contractor and Sub-contractors nor will act as an arbiter in establishing such limits.

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.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by City 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 those specified in the bid response.
2. CONTRACTOR shall arrange with the City designee a sequence of procedures, 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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

REQUIRED INSPECTIONS

Prior to the start of any work, the CONTRACTOR shall examine the work area and report in writing to the City 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.
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 days written notice to CONTRACTOR without correction, may correct the deficiencies through the CITY's own forces or through others and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

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 Purchasing Agent, 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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 ten days before bid opening.

If there is an Addendum it becomes part of the original Bid 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.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the construction is complete in detail and installed in accordance with the layout, geometry and details specified on the plans.
2. 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 the date of completion and acceptance by the CITY.

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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING
GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.
- 5. LATE BID**
 - a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
 - b. Modifications in writing received prior to the time set for the opening will be accepted.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the

CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean, and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 conduct business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1, 000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and 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

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

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.

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBITS

EXHIBIT "A"	Contact Sheet/Bid Pricing Form
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure
EXHIBIT "I"	Statement of Bidder's Qualifications Form

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "A"

CONTACT SHEET/BID PRICING FORM

Price is in accordance with the specifications and the General Conditions of the ITB as provided.

Bid Amount \$ _____

Bid Alternate - 1 \$ _____

Bid Alternate - 2 \$ _____

Name: Pool Management LLC

Federal Taxpayer ID: _____

Mailing Address: 8725 Roswell Rd Ste H,

City, State, & Zip Code: Sandy Springs GA 30350

Telephone: 855-794-6764 Fax: 855-794-6764

Email: joel@poolmanagementinc.com

Submitted By: Joel Copes

Title: Sales Manager

Accounting Contact:

Name: Maria Carmen Title: Accounting Manager

Email Address: carmen@poolmanagementinc.com Phone: 855-794-6764

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

INTRODUCTION

The City of Fernandina Beach, Florida (City) is requesting sealed competitive bids from qualified contractors for **MLK RECREATION CENTER POOL RESURFACING** located at 1200 Elm Street, Fernandina Beach, FL 32034.

The City will receive sealed bid submittals at the location stated below not later than **2:00pm, July 10, 2024**.

A Mandatory Pre-bid meeting will be held at 10:00am (ET), June 21, 2024, at the City of Fernandina Beach MLK Recreation Center, located at 1200 Elm Street, Fernandina Beach, FL 32034.

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.

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 #24-19** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #24-19**
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 Pricing Form**, 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**", "**Statement of Bidders Qualifications form**", hereto provided as "**Exhibit I**".

"Sample Contract" City of Fernandina Beach provided as separate document.

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

SCOPE OF WORK

The work shall include furnishing all labor, materials and equipment for the proper resurfacing of the main pool located at 1200 Elm Street, Fernandina Beach, Florida. The work includes, but is not limited to, the following:

MLK RECREATION CENTER POOL

The measurements from outside of the pool. 57'L x 26'W: 2,312 sq ft. Addition of stairs: 138 sq ft / Total Measurement: 2450 sq ft. (close estimation)

1. Obtain all required permits.
2. Make contact with the Health Department.
3. Remove existing marcite finish exposing painted substrate.
4. Sand blast using black beauty aggregate to expose substrate below. Protect stainless gutter system with 10mm or thicker material. Protect or remove stainless ladders and handrails.
5. Sound out exposed substrate and remove all loose or hollow sounding areas.
6. Block in areas where original plaster/aggregate was removed using Type II Portland cement and sand.
7. Prior to block-in treat substrate with SGM Bond Kote.
8. After block-in apply Bond Kote on entire pool substrate within two days of final finish plastering.
9. Add non-skid tile to steps to meet new HRS riser tile code.
10. Provide dewatering as required.
11. Replace all plastic interior parts with new. Maintain vacuum port. Replace main drains with new grates and frames. The main drain grates/covers shall be replaced with those that meet the requirements of the Virginia Graham Baker Act Specifications, ASME/ANSI A112.19.8-2007 performance standard, "Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, and Hot Tubs". Meet or exceed all Federal and State codes effective at the time of work including flow requirements. All work must comply with the Model Aquatic Health Code (MAHC).
12. Maintain wall anchors for lap lines and safety lines.
13. Maintain handrails and ladders.
14. Maintain or replace black tile on safety line.
15. ID all return inlets on gutter system with temporary marker tape.
16. Reseal stainless steel gutter at gutter/shell intersection.
17. Replastering is to be completed in one day.
18. Apply exposed quartz aggregate pool finish or permitted substitute to entire surface of pool. Start filling the pool within a 24-hour period.
19. Expose aggregate by means of acid washing within 15 hours of final trowel. Neutralize and remove water prior to filling.
20. All materials shall be mixed with and applied with the proper equipment.
21. Finisher mechanic ratio shall not exceed 300 square feet per finisher.
22. All finishers shall have previous trade experience.
23. Use sequestering agent at refilling.
24. Contractor shall carry pool popping insurance minimum.
25. Contractor shall have on site a dumpster large enough for all construction debris removal.
26. Perform initial chemical start up and pool cleaning upon completion.

BID ALTERNATES

1. Install 4 sets of 12" wide lane lines comprised of 2" or larger black porcelain tile and 6 black porcelain tile wall targets. If able to salvage existing lines and targets, re-grouting only would be required.
2. Paint 4 sets of 12" wide lane lines and wall targets using black epoxy paint.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

QUALIFICATIONS

Bidders must submit with the Bid Submittal evidence of capabilities to complete the construction specified. This will include a reference list of similar projects (scope and size) successfully completed in the past, a reference list, and equipment list, a list of subcontractors, and other information requested by the City of Fernandina Beach

SAFETY

The Contractor shall provide all necessary barriers and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall at all times, guard against damage or loss of City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

The Contractor shall provide all necessary safety equipment and take necessary precautions to protect Contractor personnel during the work. The contractor must adhere to all local, State, and Federal safety regulations for work performed on the beach access.

1. CONTRACTOR shall perform all work under supervision of a capable supervisor using skilled employees.
2. CONTRACTOR shall have a person, which is on their payroll and with **the authority to make decisions, on site at all times.**

GENERAL CONSTRUCTION GUIDELINES

1. The contractor shall be required to coordinate the work schedule with City designee.
2. The contractor is solely responsible for all construction means, methods, techniques, sequences, procedures and coordinating all portions of Work under Contract.
3. The contractor is responsible for all acts and omissions of his Subcontractors.
4. The City designee will not establish limits of Work between Contractor and Sub-contractors nor will act as an arbiter in establishing such limits.

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.

TIME OF PERFORMANCE

1. CONTRACTOR may, upon approval by City 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 those specified in the bid response.
2. CONTRACTOR shall arrange with the City designee a sequence of procedures, 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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

REQUIRED INSPECTIONS

Prior to the start of any work, the CONTRACTOR shall examine the work area and report in writing to the City 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.
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 days written notice to CONTRACTOR without correction, may correct the deficiencies through the CITY's own forces or through others and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

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 Weaks, Purchasing Agent, wweeks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to Purchasing Agent, Wanda Weaks, wweeks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 **ten** days before bid opening.

If there is an Addendum it becomes part of the original Bid 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.

WARRANTY

1. CONTRACTOR shall provide warranty stating that the construction is complete in detail and installed in accordance with the layout, geometry and details specified on the plans.
2. 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 the date of completion and acceptance by the CITY.

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.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING
GENERAL CONDITIONS OF INVITATION TO BID

- 1. PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
- 2. SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
 - b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.
- 3. REJECTION OF BID**
 - a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.
- 4. WITHDRAWAL OF BID**
 - a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
 - b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.
- 5. LATE BID**
 - a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
 - b. Modifications in writing received prior to the time set for the opening will be accepted.

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

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

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

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

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

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

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

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

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

13. INDEMNIFICATION AND INSURANCE
INDEMNIFICATION

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

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the

CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean, and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 conduct business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1, 000,000) per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and 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

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

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.

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

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

17. LOBBYING

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

CITY OF FERNANDINA BEACH

ITB 24-19

MLK RECREATION CENTER POOL RESURFACING

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
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBITS

EXHIBIT “A”	Contact Sheet/Bid Pricing Form
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgements and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Disputes Disclosure
EXHIBIT “I”	Statement of Bidder’s Qualifications Form

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Joel Copes

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Pool Management LLC (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): LLC

By: Joel Copes

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Joel Copes

Title: Sales Manager

(CORPORATE SEAL)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)Bidder's

Business Address _____

Phone No. _____ Fax No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

E-mail joel@poolmanagementinc.com

SUBMITTED on July 8, 20 24.

State Contractor License No. _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 Pool Management LLC
2. This sworn statement is submitted by (entity) Pool Management LLC whose business address is 8725 Roswell Rd Ste H, Sandy Springs GA 30350 and (if applicable) Federal Employer Identification Number (FEIN) is 92-3260950 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Joel Copes and my relationship to the entity named above is Sales Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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

07/08/2024

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

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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: Pool Management LLC

CITY: Sandy Springs STATE: GA ZIP CODE: 30350

SIGNATURE: Joel Copes PHONE: 855-794-6764

NAME (TYPED OR PRINTED): Joel Copes TITLE: Sales Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 24-19

Project Description: MLK Recreation Center Pool Resurfacing project

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: Pool Management LLC

Authorized Signature: Joel Copes Joel Copes

Title: Sales Manager

Date: 07/08/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

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: Joel Copes Title: Sales Manager

Signature: Joel Copes Date: 07/08/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 24-19.

This sworn statement is submitted by (entity) Pool Management LLC whose business address is 8725 Roswell Rd Ste H, Sandy Springs GA 30350 and (if applicable) Federal Employer Identification Number (FEIN) is 92-3260950 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joel Copes and my relationship to the entity named above is Sales Manager.

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

Joel Copes 07/08/2024
Signature Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 24-19.

This sworn statement is submitted by (entity) Pool Management LLC whose business address is 8725 Roswell Rd Ste H, Sandy Springs GA 30350 and (if applicable) Federal Employer Identification Number (FEIN) is 92-3260950 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joel Copes and my relationship to the entity named above is Sales Manager.

1. The above named is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
2. Such Submittal is genuine and is not a collusive or sham submittal;
3. Neither the said Submitter 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 Submittal 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 submittal or any other Bidder, or to fix any overhead, profit or cost element of the submittal price or the submittal 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 submittal 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.

Joel Copes
Signature

07/08/2024

Date:

STATE OF FLORIDA

COUNTY OF _____

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

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

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.

Pool Management LLC

07/08/2024

Firm

Date



Authorized Signature

Joel Copes, Sales Manager

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

EXHIBIT "1"

STATEMENT OF BIDDERS QUALIFICATIONS FORM

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 Sponsor reserves the right to reject any bid proposal 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: Pool Management LLC
2. Permanent office address: 8725 Roswell Rd Ste H, Sandy Springs GA 30350
3. Years at permanent office address: 10 Years
4. What is the general character of work performed by your company:
Pool Management, Maintenance and Construction
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 20+ years
6. Are you licensed to do business as a contractor in 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 ☒

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

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 **X**

17. In the last five years, have you sued an Owner of a project? Yes No **X**

18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project? Yes No **X**

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 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).

N/A

20. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, titles, and telephone numbers:
3. Dates of Completion:

21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING

24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

25. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three projects completed in the past three years:

1. Scope (size, type of construction, dollar-value) of the projects:
2. Client's name, title, and telephone numbers:
3. Dates of Completion:

26. Primary Bank Reference: John Webb 4043572990

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

Name of bonding company / surety: Michael Carter Fortress Bonding
Name of surety agent: Michael Carter
Address: _____
Phone: _____

28. 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 Roswell, GA, this 08th day of July, 2024.

Pool Management LLC By: Joel Copes

(Contractor)

Title: Sales Manager

_____, being duly sworn deposes and says that he/she is of

Pool Management LLC 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____.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
ITB 24-19
MLK RECREATION CENTER POOL RESURFACING**

Notary's Signature _____ Notary's Printed Name _____

NOTARY PUBLIC, STATE OF _____

My commission expires:
_____, 20 ____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Pool Management LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Joel Copes, Sales Manager

Printed Name and Title of Contractor's Authorized Official

07/08/2024

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Not applicable

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Not applicable

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.

1352 (See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333
------	---	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
--	---	--

None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321
------	--	---------------

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to
--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause	
--	---	--

	is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	
--	---	--

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)

>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §135.38

	G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	
--	---	--

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH MANDATORY PRE-BID MEETING
ITB 24-19 MLK RECREATION CENTER POOL RESURFACING

Jun 21, 2024 - 10:00AM Mandatory Pre-bid Meeting

DATE	NAME	COMPANY	ADDRESS	EMAIL
6/21/2024	John Oakes	Oakwells Aquatics	8608 Birch Blvd	John @ Oakwells Aquatics
6/21/2024	Steve Hoyt	Franks Pools	12422 Emerald Hollow	Steve @ Franks Pool Services .com
6/21/2024	Raquel Baers	Vernum	8248 Rutledge Blvd.	rbars@vernum.com
6/21/2024	Ian Sanders	Vernum	Suite 200 Orlando, FL 32805	isanchez@vernum.com
6/21/2024	Tony Hall	Oakwells Aquatics	8608 Beach Blvd Jax FL	Tony @ Oakwells Aquatics .com
6/21/2024	Madison Lewis	Pool Management Inc.	832 Cherry Ridge Dr Orange Park, FL	Madison1987@gmail.com
6/21/2024				
6/21/2024				
6/21/2024				
6/21/2024				
6/21/2024				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2024-154
Franchise Agreement - Fernandina Beach Market Place

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-154.

SYNOPSIS: Harrell Land, LLC d/b/a Fernandina Beach Market Place ("Market Place") has had a franchise with the City to operate a marketplace on Saturdays downtown since November 7, 2012, approval via Resolution 2012-181. The Marketplace was granted a new franchise agreement via Resolution 2020-08, which expires on December 31, 2024.

This Resolution approves a new five-year agreement with the current Farmers Market franchisee to continue operations through 2029.

FISCAL IMPACT: The annual franchise fee will be deposited into the general fund.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-154.

Kim Briley, Deputy City Clerk	8/7/2024
Alisha Brown, Budget Analyst	8/8/2024
Jeremiah Glisson, Interim City Manager	8/9/2024
Tammi E. Bach, City Attorney	8/9/2024
Katie Newton, Paralegal	8/9/2024

Date: August 01, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A NEW FIVE-YEAR FRANCHISE AGREEMENT WITH HARRELL LAND, LLC D/B/A FERNANDINA BEACH MARKET PLACE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harrell Land, LLC d/b/a Fernandina Beach Market Place (“Market Place”) has had a franchise with the City to operate a marketplace on Saturdays downtown since November 7, 2012, approval via Resolution 2012-181; and

WHEREAS, the Market Place was granted a new franchise agreement via Resolution 2020-08, which expires on December 31, 2024; and

WHEREAS, the City Commission believes it is in the best interest of the City to enter into a new franchise agreement with Fernandina Beach Market Place which has an initial term of five years.

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

SECTION 1. The City Commission approves a new franchise agreement with Harrell Land, LLC D/B/A Fernandina Beach Market Place effective through December 31, 2029.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute the franchise agreement, attached hereto as Exhibit A, upon review and approval of the City Attorney.

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

ADOPTED this 21st day of August, 2024.

ATTEST:

CITY OF FERNANDINA BEACH

CAROLINE BEST
City Clerk

BRADLEY M. BEAN
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

FRANCHISE AGREEMENT
FOR FARMERS MARKET OPERATION

This FRANCHISE AGREEMENT ("Agreement") is entered into on August 21, 2024, 2024, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, Florida 32034 ("City"), Harrel Land LLC d/b/a Fernandina Beach Market Place, a Florida limited liability corporation whose address is 1875-A South 14th Street, Fernandina Beach, Florida 32034 ("MARKET PLACE"), with reference to the following facts:

WHEREAS, the MARKET PLACE has operated a farmers' market successfully on 7th Street on Saturdays in Fernandina Beach for many years; and

WHEREAS, the City wishes to continue allowing the MARKET PLACE to use the 7th Street right-of-way between Centre Street and Alachua Street on Saturdays (except Shrimp Festival weekend), subject to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The foregoing recitals and Exhibits attached hereto are hereby fully incorporated into this Agreement by this reference, and are true and complete.
2. Permitted Use. The City hereby agrees and consents to allow MARKET PLACE to occupy and utilize the City's right-of-way on 7th Street between Centre Street and Alachua Street for the purpose of operating a farmers' market on Saturdays from 7 AM – 2 PM (except on Shrimp Festival weekend). The CITY and MARKET PLACE may mutually agree, in writing, to move the location of the MARKET PLACE to another location on CITY property or right-of-way. The MARKET PLACE is responsible for all set up and clean up, which must be completed by 2:00pm on Saturdays. The MARKET PLACE and City Manager may, in writing, mutually agree to extended or modified operations as needed. The MARKET PLACE understands and agrees not to operate during Shrimp Festival weekend.

There will be no driving in the event area once the MARKET PLACE begins its set up on Saturdays. The MARKET PLACE understands and agrees the 7th Street is a right-of-way with limited facilities.

The CITY assumes no operational responsibility for the MARKET PLACE event, and the MARKET PLACE assumes all operational responsibility for the event, including developing and implementing rules for the market and market area, provided those rules do not conflict with federal, state, or local laws. The MARKET PLACE will control all aspects of advertising, vendors, selection of vendors, number of vendor spaces, access (including compliance with applicable federal, state, and local laws regarding accessibility), collection and payment of money, procurement of required insurance, and compliance with laws. The MARKET PLACE and its vendor may provide and sell produce, meat, fish, eggs, non-alcoholic beverages, prepared

food products, plants, herbs, and natural based products.

The MARKET PLACE is permitted to feature one "Business of the Week" booth at the market, to include any business located within the boundaries established for the Fernandina Beach Main Street District, that may feature its business with merchandise, promotional materials, and other information.

During the term of this Agreement, MARKET PLACE has the right, at its own expense, to place in the event area, a sign or signs identifying the MARKET PLACE. Such signs must be of a size, shape, design, and material, and at a location or locations approved by the CITY.

3. Binding Effect. The terms of this Agreement are binding upon the City, MARKET PLACE and any successors and assigns of the CITY and MARKET PLACE.

4. Term. The term of this Agreement is for a period of five years, beginning January 1, 2025, to December 31, 2029, unless terminated sooner in accordance with the provisions of this Agreement. An extension may be considered by mutual agreement of both parties during the first six months of the final year of the Agreement. If an extension or terms cannot be agreed to within that time, the City, at its sole discretion, may prepare a new Request for Proposals for the operation of a farmers' market beginning January 1, 2030.

5. Franchise Fee. The MARKET PLACE will pay annually to the City the total amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) on or before November 1 each year for the following year as consideration for the grant of this non-exclusive franchise. The annual franchise fee includes the use of electricity from existing City-installed pedestals.

6. Release and Indemnification. MARKET PLACE understands, acknowledges and agrees to assume all risks and hazards incidental to MARKET PLACE operating a Farmers' Market. MARKET PLACE does hereby agree to waive, release, absolve, and covenants not to sue the City, its mayor, commissioners, officers, employees, volunteers, representatives, attorneys, and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or MARKET PLACE's operation on 7th Street right-of-way. MARKET PLACE further agrees to indemnify, defend, and hold harmless the City, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or MARKET PLACE's operation on 7th Street right-of-way. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of MARKET PLACE's operation on 7th Street right-of-way. This indemnification obligation survives the termination or expiration of this Agreement. Notwithstanding the foregoing, nothing herein constitutes a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. Independent Contractor. In conducting its operations hereunder, MARKET PLACE acts as an independent contractor and not as an agent of the City. The selection, retention,

responsibility of MARKET PLACE, and CITY will not attempt to exercise any control over the daily performance of duties by MARKET PLACE employees and vendors.

8. Insurance. MARKET PLACE must always obtain and maintain continuously in effect during the term of this Agreement, with the entire premium for said coverage's to be paid entirely by the MARKET PLACE, the following insurance:

- (a) Comprehensive general liability insurance protecting MARKET PLACE and CITY against any and all liability by reason of MARKET PLACE operation, caused by or arising out of any wrongful and/or negligent act or omission of MARKET PLACE, in the minimum amount of \$1,000,000.00; and
- (b) The insurance specified in Section 8(a) must name CITY as an additional insured. The insurance coverage specified in Section 8(a) may not be terminated or changed without providing at least thirty (30) days written notice to City. MARKET PLACE must provide CITY with certificates of insurance evidencing coverage annually. If, at any time, MARKET PLACE does not have the required insurance, or such insurance is materially modified, canceled, or not renewed, City may immediately terminate this Agreement without liability, fee or penalty.
- (c) City and MARKET PLACE mutually agree to notify each other in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which either party has knowledge, and to cooperate with each other in the investigation and defense thereof.

9. Representation and Warranty. The City represents and warrants that it is the owner of the 7th Street right-of-way. The City further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the City has full power and authority to bind the City to the terms hereof.

10. Compliance with Laws. Both parties hereby agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations throughout the term of this Agreement; provided, however, that MARKET PLACE is only required to comply with laws specifically relating to its use and occupancy of the 7th Street right-of-way and is not required to remedy any pre-existing condition in the right-of-way or construct any alterations to comply with the Americans with Disabilities Act. Pursuant to Chapter 74 of the City Code of Ordinances and Chapter 205, Florida Statutes, as may be amended from time to time, the MARKET PLACE agrees to pay an annual local business tax every year no later than September 30. The City Commission reserves the right to increase or decrease the local business tax applicable to the MARKETPLACE by ordinance.

11. No Assignment. This Agreement, or any part thereof, may not be assigned or transferred by the MARKET PLACE, by process or operation of law or in any other manner whatsoever, without the prior written consent of the CITY and approval by the City Commission.

unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement will not be affected by any such provision.

13. Termination. This Agreement is subject to termination by either party in the event of any one or more of the following:

- (a) The abandonment of the Premises by MARKET PLACE for activities related with such organization;
- (b) The default by either party in the performance of any of the terms, covenants, and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty days after receipt of notice from the non-defaulting party to the defaulting party to remedy same; or
- (c) Damage to or destruction of all or a material part of the event area necessary to the operation of the MARKET PLACE business or services.

14. Entire Agreement. This Agreement contains the entire agreement between the City and MARKET PLACE with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments may be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

15. Notices. All notices to be provided hereunder will be delivered to the parties at their addresses stated above either by certified mail, return receipt requested, in which case such notice will be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice will be deemed given upon delivery to the above-specified address.

16. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original and all of which when taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

HARREL LAND LLC

d/b/a Fernandina Beach Market Place

By: Elizabeth Hansen Lee DC
Print Name: Elizabeth Hansen Lee DC
Title: Owner

WITNESS:

By: Joseph Lee

"CITY"

CITY OF FERNANDINA BEACH, FLORIDA
a municipal corporation

ATTEST:

By: _____
Jeremiah Glisson, Interim City Manager

Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

TEB

Tammi E. Bach, City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-12
Future Land Use Map Assignment - Lots 2 and 3, Block 288, Gum Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2024-12 at First Reading.

SYNOPSIS: Changes to the Future Land Use Map for City-owned property from Medium Density Residential (MDR) to Conservation (CON) for property located at Lots 2 and 3 Block 288, Gum Street. The Planning Advisory Board held a public hearing on June 12, 2024, and issued a recommendation of approval.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2024-12 at First Reading.

Kelly Gibson, Planning and Conservation Deputy Director	8/5/2024
Kim Briley, Deputy City Clerk	8/7/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

Date: June 25, 2024

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2024-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR PROPERTY LOCATED AT LOTS 2 AND 3, BLOCK 288 GUM STREET, TOTALING APPROXIMATELY 0.46 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from Medium Density Residential (MDR)/Industrial (IND) Future Land Use Map; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 31, 2024; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on June 12, 2024, and issued a recommendation of approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties designated for reclassification to Conservation (CON) are identified on Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Medium Density Residential (MDR)/Industrial (IND) to Conservation (CON).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this _____ day of _____, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

Date of First Reading: 8/21/2024

Date of Publication:

Date of Second Reading/Final Hearing: 9/17/2024

ORDINANCE 2024-12

EXHIBIT "A"

PROPERTY LOCATED ON BLOCK 288 LOTS 2 AND 3 AT GUM STREET TOTALING APPROXIMATELY 0.46 ACRES: ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #14018

Date Submitted: 5/24/2024

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat – Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat – Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,500)



Revision to each PAB Application \$400

2024 Submission Deadlines + Meetings Calendar



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment – see LDC Section 11.01.08.



Preliminary Subdivision Plat – see LDC Section 11.01.05.



Final Subdivision Plat – LDC Section 11.01.05.



Zoning Map Changes – See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board's public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner's Authorization for Agent Representation form needs to be signed/notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes ▼

What was the date of your pre-application meeting?*

5/24/2024

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy

hh:mm am/pm

PROPERTY INFORMATION

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

Site Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0288-0020 and 00-00-31-1800-0288-0030

Lot*

2 and 3

Block*

Block 288

Subdivision*

0

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

Zoning Map Amendment ≤ 10 acres



Subdivision Plat – Preliminary > 20 units



Zoning Map Amendment > 10 acres



Subdivision Plat – Final



LDC Text Amendment



Vacation of R.O.W.



Comp Plan Amendment



Voluntary Annexation



Subdivision Plat – Preliminary ≤ 20 units



Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Charlie

Last Name*

George

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

9043103480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Charlie

Last Name

George

Mailing Address

204 Ash Street

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Request amending the FLUM and zoning maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) land use and CON zoning district for properties located in Block 288 Lots 2 and 3 totaling approximately .046 acres.

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.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Charlie

Applicant Last Name*

George

Today's Date*

5/24/2024

Upload Supporting Documentation*

06 12 24 Display Ad.docx

 City of FB logo
NEW Reflex

Upload 2

Choose File No...en

Upload 3

Choose File No...en

Upload 4

Choose File No...en

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CONSERVATION LANDS

*** 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 and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		City of Fernandina Beach
APPLICANT/AGENT:		City of Fernandina Beach
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change to Conservation / CON
LOCATION AND DESCRIPTION OF SITE:		Sadler Road and Gum Street Properties
CURRENT LAND USE + ZONING:		Medium Density Residential/ R-2 with PUD (Sadler Road) Medium Density Residential/ R-2 and Industrial/ I-1 (Gum Street)
EXISTING USES ON SITE:		Vacant
PROPERTY SIZE:		0.57 Acres of Land (Sadler Road) 0.46 Acres of Land (Gum Street)
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan	
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC	

STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.





APPROVED

**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING JUNE 12, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-chair)
Barbara Gingher	Daphne Forehand
Mark Bennett	Nick Gillette

MEMBERS ABSENT:

Richard Doster

OTHERS PRESENT:

Harrison Poole, Attorney Pro Tem
Kelly Gibson, Planning & Conservation Deputy Director
Morgan Ohlendorf, Planning Tech
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of April 10, 2024.

Member Stevenson proposed a correction under item 5.2 PAB case 2024-0003.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to approve the Minutes with the noted amendments.

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

3.2 Approval of Minutes for the Workshop of April 24, 2024.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gingher, to approve the Minutes as presented.

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

3.3 Approval of Minutes for the Workshop of May 8, 2024.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson, to approve the Minutes as presented.

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

4. OLD BUSINESS

Chair Robas announced that a Request to Speak form is now required from citizens to speak.

5. NEW BUSINESS

5.1 PAB 2024-0007 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Map from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land Use and CON Zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road, totaling approximately 0.57 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval of the request for this property which was recently deeded to the City.

Member Gillette asked about access from the adjacent neighbor to the south/rear. Ms. Gibson noted this requested change will not affect access to the adjacent properties relating to existing easements. Mr. Poole, who represented the previous owner in the donation of this property, provided a copy of the new survey to Staff and noted that this would not change the legality of the existing easements but that the new Conservation zoning may provide challenges to any change.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson to recommend approval of PAB case 2024-0007 to the City Commission as per the Staff recommendation; AND that PAB case 2024-0007 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.2 PAB 2024-0008 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) Land Use and CON Zoning District for property located in Block 288 Lots 2 and 3, totaling approximately 0.46 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette voiced concern regarding this action, considering the City does not currently own the property, and suggested that it be postponed until the closing is finalized. He also noted that all it would need now to move forward would be an Agent's Authorization from the current owner.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Gillette, to recommend approval of PAB case 2024-0008 to the City Commission as per the Staff recommendation; with the condition that an signed Agent Authorization form be provided by the current owner; AND that PAB case 2024-0008 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.3 PAB 2024-0005 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements.

Ms. Gibson presented the Staff Report Analysis pertaining to this requested text amendment and explained that this was initiated to mirror Nassau County's code for subdivision vehicular access standards, and recommended approval.

Member Forehand suggested that the following language be added to the amendment: “to an improved right of way subject to the approval of the Technical Review Committee”.

Board Members discussed the size of a parcel that would allow for the creation of a subdivision and the impact of that size impacting that code requirement.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Forehand, to recommend approval of PAB case 2024-0005 along with Board Members’ amendments to the LDC Section 4.04.02(E) Standards for Subdivisions General Requirements to adjust vehicular access requirements, to the City Commission.

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

5.4 PAB 2024-0006 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.05.00 Landscaping, Buffers, and Tree Protection, specifically amending references, correcting invasive plant list, and incorporating updated Florida friendly landscaping practices in Sections 4.05.01 Generally, 4.05.02 Applicability, 4.05.03 Landscape Materials Standards, renumbering sections which follow, and incorporating plain language in Section 4.05.04, and clarifying Section 4.05.13 in applicability to only Landscape Standards.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Board Members provided some corrections.

Member Bennett suggested adding verbiage to the proposed changes to 4.05.03(A)(2) to add “and disposed of properly”, and make sure that the information about the list of allowed plants is available within the chapter.

Beverly Lawrence, 1205 Date Street, thanked Staff and Dr. Taylor Clem for their work regarding this proposed change and voiced support for the change to increase public awareness. She also spoke about the important issues of removal and disposal.

Member Gillette spoke of the newly created item D in Section 4.05.03 proposing a 5% incentive for perimeter buffering landscaping and suggested that this could be linked with another incentive. Board Members discussed the possibility of removing the new section D and re-introducing it later to discuss the possible impact of offering additional incentives.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of invasive species, and spoke against the potential increase in impervious area percentage as an incentive.

After further board discussion, Members came to a consensus to remove the newly created section D from Section 4.05.03 all-together while accepting all other amendments to that section.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett, to recommend approval of PAB case 2024-0006, with all proposed changes by Staff and by the Board and the removal of the new item D from Section 4.05.03, to the City Commission.

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

5.5 PAB 2024-0004 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add terms to LDC Section 1.07.00 Acronyms and Definitions to include Building Site,

Substandard Lot of Record, Parcel, Parcel Identification Number (PIN), and Plat.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette initiated a few changes to the proposed definitions. Board Members also suggested some

corrections.

Board Members and Mr. Poole discussed the challenges of unrecorded plats.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to recommend approval of PAB case 2024-0004 with the proposed amendments to the City Commission.

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

6. BOARD BUSINESS

6.1 Continued Discussion of Planned Unit Development (PUD) Standards as requested by the Board

Member Bennett initiated a conversation about the need to minimize the required acreage for a PUD.

Board Members asked for Staff to prepare and provide some draft language regarding the reduction or elimination of the minimum acreage requirement for PUD. Chair Robas asked for this discussion to continue at the July 10, 2024, regular meeting and for the draft language from Staff to be presented and discussed at the regular meeting of August 14, 2024.

6.2 Prioritization of Action Items as requested by the Board

Ms. Gibson proposed a discussion regarding possibly amending or eliminating some Parking Standards and Parking Minimums.

Staff will provide some updated information regarding Transportation at the next regular meeting of July 10, 2024. She then gave insight about micro transit and the funding behind these projects.

Ms. Gibson gave updates on current active projects and events. She also encouraged Board Members to attend Planning 101, an upcoming training event hosted by Nassau County which will take place in mid-October at a cost of \$30. Further information about this training will be communicated by Staff as it becomes available.

7. STAFF REPORT

Ms. Gibson gave updates on current projects and events.

8. PUBLIC COMMENT

No members of the public wished to speak.

9. ADJOURNMENT 7:31


Sylvie McCann, Recording Secretary


Victoria Robas, Chair



**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 12, 2024, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0004: CITY OF FERNANDINA BEACH REQUESTS ADDING TERMS TO LDC SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO INCLUDE BUILDING SITE, SUBSTANDARD LOT OF RECORD, PARCEL, PARCEL IDENTIFICATION NUMBER (PIN), AND PLAT.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0005: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GENERAL REQUIREMENTS TO ADJUST VEHICULAR ACCESS REQUIREMENTS.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0006: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.05.00 LANDSCAPING, BUFFERS, AND TREE PROTECTION, SPECIFICALLY AMENDING REFERENCES, CORRECTING INVASIVE PLANT LIST, AND INCORPORATING UPDATED FLORIDA-FRIENDLY LANDSCAPING PRACTICES IN SECTIONS 4.05.01 GENERALLY, 4.05.02 APPLICABILITY, 4.05.03 LANDSCAPE MATERIALS STANDARDS, RENUMBERING SECTIONS WHICH FOLLOW AND INCORPORATING PLAIN LANGUAGE IN SECTION 4.05.04 AND CLARIFYING SECTION 4.05.13 IN APPLICABILITY TO ONLY LANDSCAPE STANDARDS.

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.



FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING

DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.



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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Wednesday, MAY 29, 2024 issue.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-13
(Quasi-Judicial) Zoning Map Amendment - Lots 2 and 3, Block 288 Gum Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2024-13 at First Reading.

SYNOPSIS: This ordinance changes the Zoning Map of property located at Lots 2 and 3 Block 288, Gum Street Medium Density Residential (R-2)/ Industrial (I-1) to Conservation (CON). The PAB held a public hearing on June 12, 2024, and recommended approval of this change.

FISCAL IMPACT: Eliminates potential development in environmentally sensitive lands by removing the possibility for future residential development.

CITY ATTORNEY COMMENTS: This Ordinance will be heard as a quasi-judicial item and no vote will be taken.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning and Conservation Deputy Director	8/5/2024
Kim Briley, Deputy City Clerk	8/7/2024
Jeremiah Glisson, Interim City Manager	8/9/2024
Tammi E. Bach, City Attorney	8/9/2024
Katie Newton, Paralegal	8/13/2024

A handwritten signature in blue ink that reads 'Sylvie McCann'.

Date: June 25, 2024

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION:

ORDINANCE 2024-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTY LOCATED AT LOTS 2 AND 3, BLOCK 288 GUM STREET, TOTALING APPROXIMATELY 0.46 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from Medium Density Residential (R-2)/Industrial (I-1); and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 31, 2024; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on June 12, 2024, and issued a recommendation of approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FINDINGS OF FACT. The City Commission makes the following findings of fact and conclusions of law part of the record: That Ordinance 2024-13 as presented, is substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval.

SECTION 3. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Medium Density Residential (R-2)/Industrial (I-1) to Conservation (CON).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this ____ day of _____ 2024

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

Date of First Reading: 8/21/2024

Date of Publication:

Date of Second Reading/Final Hearing: 9/17/2024

ORDINANCE 2024-13

EXHIBIT "A"

PROPERTY LOCATED ON BLOCK 288 LOTS 2 AND 3 AT GUM STREET TOTALING APPROXIMATELY 0.46 ACRES: ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #14018

Date Submitted: 5/24/2024

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat – Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat – Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,500)



Revision to each PAB Application \$400

2024 Submission Deadlines + Meetings Calendar



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment – see LDC Section 11.01.08.



Preliminary Subdivision Plat – see LDC Section 11.01.05.



Final Subdivision Plat – LDC Section 11.01.05.



Zoning Map Changes – See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board's public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner's Authorization for Agent Representation form needs to be signed/notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes ▼

What was the date of your pre-application meeting?*

5/24/2024

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy

hh:mm am/pm

PROPERTY INFORMATION

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

Site Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-31-1800-0288-0020 and 00-00-31-1800-0288-0030

Lot*

2 and 3

Block*

Block 288

Subdivision*

0

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

Zoning Map Amendment ≤ 10 acres



Subdivision Plat – Preliminary > 20 units



Zoning Map Amendment > 10 acres



Subdivision Plat – Final



LDC Text Amendment



Vacation of R.O.W.



Comp Plan Amendment



Voluntary Annexation



Subdivision Plat – Preliminary ≤ 20 units



Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Charlie

Last Name*

George

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

9043103480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Charlie

Last Name

George

Mailing Address

204 Ash Street

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Request amending the FLUM and zoning maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) land use and CON zoning district for properties located in Block 288 Lots 2 and 3 totaling approximately .046 acres.

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.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Charlie

Applicant Last Name*

George

Today's Date*

5/24/2024

Upload Supporting Documentation*

06 12 24 Display Ad.docx

 City of FB logo
NEW Reflex

Upload 2

Choose File No...en

Upload 3

Choose File No...en

Upload 4

Choose File No...en

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CONSERVATION LANDS

*** 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 and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	City of Fernandina Beach
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change to Conservation / CON
LOCATION AND DESCRIPTION OF SITE:	Sadler Road and Gum Street Properties
CURRENT LAND USE + ZONING:	Medium Density Residential/ R-2 with PUD (Sadler Road) Medium Density Residential/ R-2 and Industrial/ I-1 (Gum Street)
EXISTING USES ON SITE:	Vacant
PROPERTY SIZE:	0.57 Acres of Land (Sadler Road) 0.46 Acres of Land (Gum Street)
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC

STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.





STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.





APPROVED

**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING JUNE 12, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-chair)
Barbara Gingher	Daphne Forehand
Mark Bennett	Nick Gillette

MEMBERS ABSENT:

Richard Doster

OTHERS PRESENT:

Harrison Poole, Attorney Pro Tem
Kelly Gibson, Planning & Conservation Deputy Director
Morgan Ohlendorf, Planning Tech
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of April 10, 2024.

Member Stevenson proposed a correction under item 5.2 PAB case 2024-0003.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to approve the Minutes with the noted amendments.

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

3.2 Approval of Minutes for the Workshop of April 24, 2024.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gingher, to approve the Minutes as presented.

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

3.3 Approval of Minutes for the Workshop of May 8, 2024.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson, to approve the Minutes as presented.

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

4. OLD BUSINESS

Chair Robas announced that a Request to Speak form is now required from citizens to speak.

5. NEW BUSINESS

5.1 PAB 2024-0007 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Map from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land Use and CON Zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road, totaling approximately 0.57 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval of the request for this property which was recently deeded to the City.

Member Gillette asked about access from the adjacent neighbor to the south/rear. Ms. Gibson noted this requested change will not affect access to the adjacent properties relating to existing easements. Mr. Poole, who represented the previous owner in the donation of this property, provided a copy of the new survey to Staff and noted that this would not change the legality of the existing easements but that the new Conservation zoning may provide challenges to any change.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson to recommend approval of PAB case 2024-0007 to the City Commission as per the Staff recommendation; AND that PAB case 2024-0007 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.2 PAB 2024-0008 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) Land Use and CON Zoning District for property located in Block 288 Lots 2 and 3, totaling approximately 0.46 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette voiced concern regarding this action, considering the City does not currently own the property, and suggested that it be postponed until the closing is finalized. He also noted that all it would need now to move forward would be an Agent's Authorization from the current owner.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Gillette, to recommend approval of PAB case 2024-0008 to the City Commission as per the Staff recommendation; with the condition that an signed Agent Authorization form be provided by the current owner; AND that PAB case 2024-0008 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.3 PAB 2024-0005 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements.

Ms. Gibson presented the Staff Report Analysis pertaining to this requested text amendment and explained that this was initiated to mirror Nassau County's code for subdivision vehicular access standards, and recommended approval.

Member Forehand suggested that the following language be added to the amendment: “to an improved right of way subject to the approval of the Technical Review Committee”.

Board Members discussed the size of a parcel that would allow for the creation of a subdivision and the impact of that size impacting that code requirement.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Forehand, to recommend approval of PAB case 2024-0005 along with Board Members’ amendments to the LDC Section 4.04.02(E) Standards for Subdivisions General Requirements to adjust vehicular access requirements, to the City Commission.

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

5.4 PAB 2024-0006 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.05.00 Landscaping, Buffers, and Tree Protection, specifically amending references, correcting invasive plant list, and incorporating updated Florida friendly landscaping practices in Sections 4.05.01 Generally, 4.05.02 Applicability, 4.05.03 Landscape Materials Standards, renumbering sections which follow, and incorporating plain language in Section 4.05.04, and clarifying Section 4.05.13 in applicability to only Landscape Standards.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Board Members provided some corrections.

Member Bennett suggested adding verbiage to the proposed changes to 4.05.03(A)(2) to add “and disposed of properly”, and make sure that the information about the list of allowed plants is available within the chapter.

Beverly Lawrence, 1205 Date Street, thanked Staff and Dr. Taylor Clem for their work regarding this proposed change and voiced support for the change to increase public awareness. She also spoke about the important issues of removal and disposal.

Member Gillette spoke of the newly created item D in Section 4.05.03 proposing a 5% incentive for perimeter buffering landscaping and suggested that this could be linked with another incentive. Board Members discussed the possibility of removing the new section D and re-introducing it later to discuss the possible impact of offering additional incentives.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of invasive species, and spoke against the potential increase in impervious area percentage as an incentive.

After further board discussion, Members came to a consensus to remove the newly created section D from Section 4.05.03 all-together while accepting all other amendments to that section.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett, to recommend approval of PAB case 2024-0006, with all proposed changes by Staff and by the Board and the removal of the new item D from Section 4.05.03, to the City Commission.

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

5.5 PAB 2024-0004 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add terms to LDC Section 1.07.00 Acronyms and Definitions to include Building Site,

Substandard Lot of Record, Parcel, Parcel Identification Number (PIN), and Plat.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette initiated a few changes to the proposed definitions. Board Members also suggested some

corrections.

Board Members and Mr. Poole discussed the challenges of unrecorded plats.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to recommend approval of PAB case 2024-0004 with the proposed amendments to the City Commission.

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

6. BOARD BUSINESS

6.1 Continued Discussion of Planned Unit Development (PUD) Standards as requested by the Board

Member Bennett initiated a conversation about the need to minimize the required acreage for a PUD.

Board Members asked for Staff to prepare and provide some draft language regarding the reduction or elimination of the minimum acreage requirement for PUD. Chair Robas asked for this discussion to continue at the July 10, 2024, regular meeting and for the draft language from Staff to be presented and discussed at the regular meeting of August 14, 2024.

6.2 Prioritization of Action Items as requested by the Board

Ms. Gibson proposed a discussion regarding possibly amending or eliminating some Parking Standards and Parking Minimums.

Staff will provide some updated information regarding Transportation at the next regular meeting of July 10, 2024. She then gave insight about micro transit and the funding behind these projects.

Ms. Gibson gave updates on current active projects and events. She also encouraged Board Members to attend Planning 101, an upcoming training event hosted by Nassau County which will take place in mid-October at a cost of \$30. Further information about this training will be communicated by Staff as it becomes available.

7. STAFF REPORT

Ms. Gibson gave updates on current projects and events.

8. PUBLIC COMMENT

No members of the public wished to speak.

9. ADJOURNMENT 7:31



Sylvie McCann, Recording Secretary



Victoria Robas, Chair



**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 12, 2024, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0004: CITY OF FERNANDINA BEACH REQUESTS ADDING TERMS TO LDC SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO INCLUDE BUILDING SITE, SUBSTANDARD LOT OF RECORD, PARCEL, PARCEL IDENTIFICATION NUMBER (PIN), AND PLAT.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0005: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GENERAL REQUIREMENTS TO ADJUST VEHICULAR ACCESS REQUIREMENTS.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0006: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.05.00 LANDSCAPING, BUFFERS, AND TREE PROTECTION, SPECIFICALLY AMENDING REFERENCES, CORRECTING INVASIVE PLANT LIST, AND INCORPORATING UPDATED FLORIDA-FRIENDLY LANDSCAPING PRACTICES IN SECTIONS 4.05.01 GENERALLY, 4.05.02 APPLICABILITY, 4.05.03 LANDSCAPE MATERIALS STANDARDS, RENUMBERING SECTIONS WHICH FOLLOW AND INCORPORATING PLAIN LANGUAGE IN SECTION 4.05.04 AND CLARIFYING SECTION 4.05.13 IN APPLICABILITY TO ONLY LANDSCAPE STANDARDS.

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.



FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING

DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.



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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Wednesday, MAY 29, 2024 issue.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-14
(Legislative) Future Land Use Map Amendment - Lots 14 and 15 Block 2, Sadler Road

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2024-14 at First Reading.

SYNOPSIS: Changes the Future Land Use Map for City-owned property from Medium Density Residential (MDR) to Conservation (CON) for property located on Sadler Road. The Planning Advisory Board held a public hearing on June 12, 2024, and issued a recommendation of approval.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2024-14 at First Reading.

Kelly Gibson, Planning and Conservation Deputy Director	8/2/2024
Kim Briley, Deputy City Clerk	8/7/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

Date: June 25, 2024

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2024-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR CITY OWNED PROPERTY LOCATED ON PORTIONS OF LOTS 14 AND 15, BLOCK 2 AT SADLER ROAD, TOTALING APPROXIMATELY 0.57 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from Medium Density Residential (MDR) Future Land Use Map; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 31, 2024; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on June 12, 2024, and issued a recommendation of approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve changes to the Future Land Use Map. The properties designated for reclassification to Conservation (CON) are identified on Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Medium Density Residential (MDR) to Conservation (CON).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this _____ day of _____ 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

Date of First Reading: 8/21/24

Date of Publication:

Date of Second Reading/Final Hearing: 9/17/24

ORDINANCE 2024-14

EXHIBIT "A"

PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES: ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #14016

Date Submitted: 5/24/2024

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat – Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat – Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,500)



Revision to each PAB Application \$400

2024 Submission Deadlines + Meetings Calendar



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment – see LDC Section 11.01.08.



Preliminary Subdivision Plat – see LDC Section 11.01.05.



Final Subdivision Plat – LDC Section 11.01.05.



Zoning Map Changes – See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board's public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner's Authorization for Agent Representation form needs to be signed/notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes ▼

What was the date of your pre-application meeting?*

5/24/2024

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy

hh:mm am/pm

PROPERTY INFORMATION

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

Site Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-30-0600-0002-0151 and 00-00-30-0600-0002-0121

Lot*

Portions of 14 + 15

Block*

2

Subdivision*

0

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

Zoning Map Amendment ≤ 10 acres



Subdivision Plat – Preliminary > 20 units



Zoning Map Amendment > 10 acres



Subdivision Plat – Final



LDC Text Amendment



Vacation of R.O.W.



Comp Plan Amendment



Voluntary Annexation



Subdivision Plat – Preliminary ≤ 20 units



Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Charlie

Last Name*

George

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

9043103480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Charlie

Last Name

George

Mailing Address

204 Ash Street

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Request amending the FLUM and Zoning Maps from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land use and CON zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road totaling approximately 0.57 Acres.

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.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Charlie

Applicant Last Name*

George

Today's Date*

5/24/2024

Upload Supporting Documentation*

06 12 24 Display Ad.docx

 City of FB logo
NEW Reflex

Upload 2

Choose File No...en

Upload 3

Choose File No...en

Upload 4

Choose File No...en

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CONSERVATION LANDS

*** 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 and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:		City of Fernandina Beach
APPLICANT/AGENT:		City of Fernandina Beach
REQUESTED ACTION:		Future Land Use Map Amendment and Zoning Map Change to Conservation / CON
LOCATION AND DESCRIPTION OF SITE:		Sadler Road and Gum Street Properties
CURRENT LAND USE + ZONING:		Medium Density Residential/ R-2 with PUD (Sadler Road) Medium Density Residential/ R-2 and Industrial/ I-1 (Gum Street)
EXISTING USES ON SITE:		Vacant
PROPERTY SIZE:		0.57 Acres of Land (Sadler Road) 0.46 Acres of Land (Gum Street)
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan	
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC	

STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.





**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 12, 2024, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0004: CITY OF FERNANDINA BEACH REQUESTS ADDING TERMS TO LDC SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO INCLUDE BUILDING SITE, SUBSTANDARD LOT OF RECORD, PARCEL, PARCEL IDENTIFICATION NUMBER (PIN), AND PLAT.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0005: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GENERAL REQUIREMENTS TO ADJUST VEHICULAR ACCESS REQUIREMENTS.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0006: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.05.00 LANDSCAPING, BUFFERS, AND TREE PROTECTION, SPECIFICALLY AMENDING REFERENCES, CORRECTING INVASIVE PLANT LIST, AND INCORPORATING UPDATED FLORIDA-FRIENDLY LANDSCAPING PRACTICES IN SECTIONS 4.05.01 GENERALLY, 4.05.02 APPLICABILITY, 4.05.03 LANDSCAPE MATERIALS STANDARDS, RENUMBERING SECTIONS WHICH FOLLOW AND INCORPORATING PLAIN LANGUAGE IN SECTION 4.05.04 AND CLARIFYING SECTION 4.05.13 IN APPLICABILITY TO ONLY LANDSCAPE STANDARDS.

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.



FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING

DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.



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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Wednesday, MAY 29, 2024 issue.



APPROVED

**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING JUNE 12, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-chair)
Barbara Gingher	Daphne Forehand
Mark Bennett	Nick Gillette

MEMBERS ABSENT:

Richard Doster

OTHERS PRESENT:

Harrison Poole, Attorney Pro Tem
Kelly Gibson, Planning & Conservation Deputy Director
Morgan Ohlendorf, Planning Tech
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of April 10, 2024.

Member Stevenson proposed a correction under item 5.2 PAB case 2024-0003.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to approve the Minutes with the noted amendments.

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

3.2 Approval of Minutes for the Workshop of April 24, 2024.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gingher, to approve the Minutes as presented.

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

3.3 Approval of Minutes for the Workshop of May 8, 2024.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson, to approve the Minutes as presented.

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

4. OLD BUSINESS

Chair Robas announced that a Request to Speak form is now required from citizens to speak.

5. NEW BUSINESS

- 5.1 PAB 2024-0007 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES**
Request to amend the Future Land Use Map and Zoning Map from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land Use and CON Zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road, totaling approximately 0.57 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval of the request for this property which was recently deeded to the City.

Member Gillette asked about access from the adjacent neighbor to the south/rear. Ms. Gibson noted this requested change will not affect access to the adjacent properties relating to existing easements. Mr. Poole, who represented the previous owner in the donation of this property, provided a copy of the new survey to Staff and noted that this would not change the legality of the existing easements but that the new Conservation zoning may provide challenges to any change.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson to recommend approval of PAB case 2024-0007 to the City Commission as per the Staff recommendation; AND that PAB case 2024-0007 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

- 5.2 PAB 2024-0008 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES**
Request to amend the Future Land Use Map and Zoning Maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) Land Use and CON Zoning District for property located in Block 288 Lots 2 and 3, totaling approximately 0.46 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette voiced concern regarding this action, considering the City does not currently own the property, and suggested that it be postponed until the closing is finalized. He also noted that all it would need now to move forward would be an Agent's Authorization from the current owner.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Gillette, to recommend approval of PAB case 2024-0008 to the City Commission as per the Staff recommendation; with the condition that an signed Agent Authorization form be provided by the current owner; AND that PAB case 2024-0008 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

- 5.3 PAB 2024-0005 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT**
Request to add amendments to LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements.

Ms. Gibson presented the Staff Report Analysis pertaining to this requested text amendment and explained that this was initiated to mirror Nassau County's code for subdivision vehicular access standards, and recommended approval.

Member Forehand suggested that the following language be added to the amendment: “to an improved right of way subject to the approval of the Technical Review Committee”.

Board Members discussed the size of a parcel that would allow for the creation of a subdivision and the impact of that size impacting that code requirement.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Forehand, to recommend approval of PAB case 2024-0005 along with Board Members’ amendments to the LDC Section 4.04.02(E) Standards for Subdivisions General Requirements to adjust vehicular access requirements, to the City Commission.

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

5.4 PAB 2024-0006 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.05.00 Landscaping, Buffers, and Tree Protection, specifically amending references, correcting invasive plant list, and incorporating updated Florida friendly landscaping practices in Sections 4.05.01 Generally, 4.05.02 Applicability, 4.05.03 Landscape Materials Standards, renumbering sections which follow, and incorporating plain language in Section 4.05.04, and clarifying Section 4.05.13 in applicability to only Landscape Standards.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Board Members provided some corrections.

Member Bennett suggested adding verbiage to the proposed changes to 4.05.03(A)(2) to add “and disposed of properly”, and make sure that the information about the list of allowed plants is available within the chapter.

Beverly Lawrence, 1205 Date Street, thanked Staff and Dr. Taylor Clem for their work regarding this proposed change and voiced support for the change to increase public awareness. She also spoke about the important issues of removal and disposal.

Member Gillette spoke of the newly created item D in Section 4.05.03 proposing a 5% incentive for perimeter buffering landscaping and suggested that this could be linked with another incentive. Board Members discussed the possibility of removing the new section D and re-introducing it later to discuss the possible impact of offering additional incentives.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of invasive species, and spoke against the potential increase in impervious area percentage as an incentive.

After further board discussion, Members came to a consensus to remove the newly created section D from Section 4.05.03 all-together while accepting all other amendments to that section.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett, to recommend approval of PAB case 2024-0006, with all proposed changes by Staff and by the Board and the removal of the new item D from Section 4.05.03, to the City Commission.

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

5.5 PAB 2024-0004 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add terms to LDC Section 1.07.00 Acronyms and Definitions to include Building Site,

Substandard Lot of Record, Parcel, Parcel Identification Number (PIN), and Plat.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette initiated a few changes to the proposed definitions. Board Members also suggested some

corrections.

Board Members and Mr. Poole discussed the challenges of unrecorded plats.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to recommend approval of PAB case 2024-0004 with the proposed amendments to the City Commission.

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

6. BOARD BUSINESS

6.1 Continued Discussion of Planned Unit Development (PUD) Standards as requested by the Board

Member Bennett initiated a conversation about the need to minimize the required acreage for a PUD.

Board Members asked for Staff to prepare and provide some draft language regarding the reduction or elimination of the minimum acreage requirement for PUD. Chair Robas asked for this discussion to continue at the July 10, 2024, regular meeting and for the draft language from Staff to be presented and discussed at the regular meeting of August 14, 2024.

6.2 Prioritization of Action Items as requested by the Board

Ms. Gibson proposed a discussion regarding possibly amending or eliminating some Parking Standards and Parking Minimums.

Staff will provide some updated information regarding Transportation at the next regular meeting of July 10, 2024. She then gave insight about micro transit and the funding behind these projects.

Ms. Gibson gave updates on current active projects and events. She also encouraged Board Members to attend Planning 101, an upcoming training event hosted by Nassau County which will take place in mid-October at a cost of \$30. Further information about this training will be communicated by Staff as it becomes available.

7. STAFF REPORT

Ms. Gibson gave updates on current projects and events.

8. PUBLIC COMMENT

No members of the public wished to speak.

9. ADJOURNMENT 7:31


Sylvie McCann, Recording Secretary


Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-15
(Quasi-Judicial) Zoning Map Amendment - Lots 14 and 15 Block 2, Sadler Road

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2024-15 at First Reading

SYNOPSIS: This ordinance changes the Zoning Map of property located at Lots 14 and 15 Block 2, Sadler Road from Medium Density Residential (R-2) with PUD to Conservation (CON). The PAB held a public hearing on June 12, 2024, and recommended approval of this change.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: This Ordinance will be considered in a quasi-judicial hearing and no vote will be taken.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning and Conservation Deputy Director	8/5/2024
Kim Briley, Deputy City Clerk	8/7/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

A handwritten signature in blue ink that reads "Sylvie McCann".

Date: June 25, 2024

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION:

ORDINANCE 2024-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR CITY OWNED PROPERTY LOCATED ON PORTIONS OF LOTS 14 AND 15, BLOCK 2 AT SADLER ROAD, TOTALING APPROXIMATELY 0.57 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from Medium Density Residential (R-2); and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 31, 2024; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on June 12, 2024, and issued a recommendation of approval; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties designated for reclassification to Conservation (CON) are identified on Exhibit A.

SECTION 2. FINDINGS OF FACT. The City Commission makes the following findings of fact and conclusions of law part of the record: That Ordinance 2024-15 as presented, is substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval.

SECTION 3. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Medium Density Residential (R-2) to Conservation (CON).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

ENACTED this _____ day of _____, 2024

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

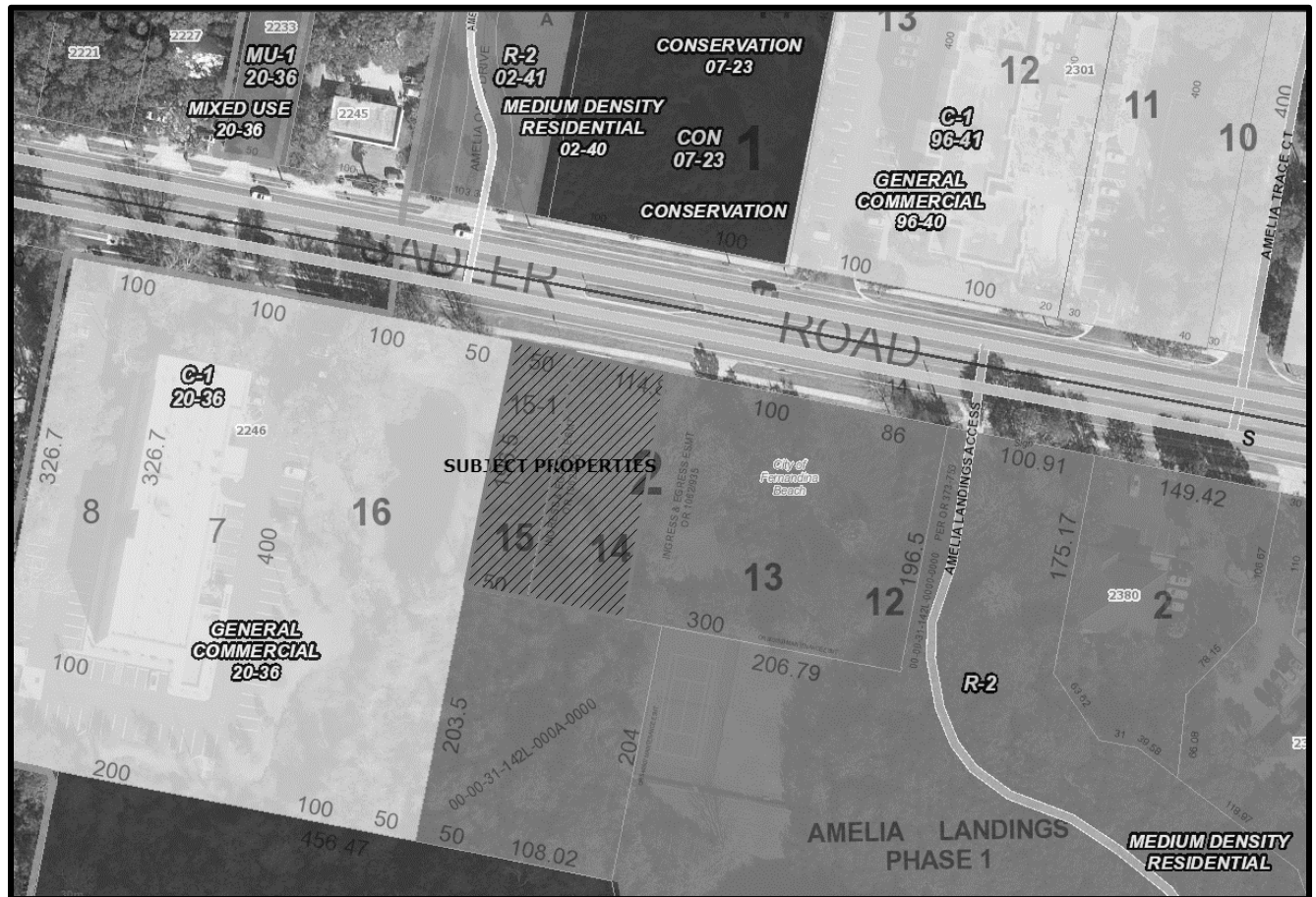


TAMMI E. BACH
City Attorney

Date of First Reading: 8/21/24

Date of Publication:

Date of Second Reading/Final Hearing: 9/17/24



Print

Planning Advisory Board (PAB) - Submission #14016

Date Submitted: 5/24/2024

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Zoning Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



Land Use Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)



LDC Text Amendment (\$1,500)



Comp Plan Amendment (\$5,000)



Subdivision Plat – Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)



Subdivision Plat – Final (\$1,500)



Vacation of R.O.W. (\$3,500)



Small Cell Outside R.O.W. (per application) (\$500)



Voluntary Annexation (\$2,000)



Development of Regional Impact: Amend Development Order (\$1,500)



New Telecommunications Structure (\$2,500)



Revision to each PAB Application \$400

2024 Submission Deadlines + Meetings Calendar



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment – see LDC Section 11.01.08.



Preliminary Subdivision Plat – see LDC Section 11.01.05.



Final Subdivision Plat – LDC Section 11.01.05.



Zoning Map Changes – See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board's public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner's Authorization for Agent Representation form needs to be signed/notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes ▼

What was the date of your pre-application meeting?*

5/24/2024

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy

hh:mm am/pm

PROPERTY INFORMATION

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

Site Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

00-00-30-0600-0002-0151 and 00-00-30-0600-0002-0121

Lot*

Portions of 14 + 15

Block*

2

Subdivision*

0

Zoning District*

R-2

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

Zoning Map Amendment ≤ 10 acres



Subdivision Plat – Preliminary > 20 units



Zoning Map Amendment > 10 acres



Subdivision Plat – Final



LDC Text Amendment



Vacation of R.O.W.



Comp Plan Amendment



Voluntary Annexation



Subdivision Plat – Preliminary ≤ 20 units



Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Charlie

Last Name*

George

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

9043103480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Charlie

Last Name

George

Mailing Address

204 Ash Street

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Request amending the FLUM and Zoning Maps from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land use and CON zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road totaling approximately 0.57 Acres.

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.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Charlie

Applicant Last Name*

George

Today's Date*

5/24/2024

Upload Supporting Documentation*

06 12 24 Display Ad.docx

 City of FB logo
NEW Reflex

Upload 2

Choose File No...en

Upload 3

Choose File No...en

Upload 4

Choose File No...en

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS
CONSERVATION LANDS

*** 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 and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	City of Fernandina Beach
APPLICANT/AGENT:	City of Fernandina Beach
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change to Conservation / CON
LOCATION AND DESCRIPTION OF SITE:	Sadler Road and Gum Street Properties
CURRENT LAND USE + ZONING:	Medium Density Residential/ R-2 with PUD (Sadler Road) Medium Density Residential/ R-2 and Industrial/ I-1 (Gum Street)
EXISTING USES ON SITE:	Vacant
PROPERTY SIZE:	0.57 Acres of Land (Sadler Road) 0.46 Acres of Land (Gum Street)
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) Reference: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) Reference: www.fbfl.us/LDC

STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.



STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.





STAFF REPORT
PAB 2024-0007 and 2024-0008
Planning Advisory Board Hearing
June 12, 2024

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.





**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 12, 2024, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0004: CITY OF FERNANDINA BEACH REQUESTS ADDING TERMS TO LDC SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO INCLUDE BUILDING SITE, SUBSTANDARD LOT OF RECORD, PARCEL, PARCEL IDENTIFICATION NUMBER (PIN), AND PLAT.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0005: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GENERAL REQUIREMENTS TO ADJUST VEHICULAR ACCESS REQUIREMENTS.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0006: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.05.00 LANDSCAPING, BUFFERS, AND TREE PROTECTION, SPECIFICALLY AMENDING REFERENCES, CORRECTING INVASIVE PLANT LIST, AND INCORPORATING UPDATED FLORIDA-FRIENDLY LANDSCAPING PRACTICES IN SECTIONS 4.05.01 GENERALLY, 4.05.02 APPLICABILITY, 4.05.03 LANDSCAPE MATERIALS STANDARDS, RENUMBERING SECTIONS WHICH FOLLOW AND INCORPORATING PLAIN LANGUAGE IN SECTION 4.05.04 AND CLARIFYING SECTION 4.05.13 IN APPLICABILITY TO ONLY LANDSCAPE STANDARDS.

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.



FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING

DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.



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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Wednesday, MAY 29, 2024 issue.



APPROVED

**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING JUNE 12, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-chair)
Barbara Gingher	Daphne Forehand
Mark Bennett	Nick Gillette

MEMBERS ABSENT:

Richard Doster

OTHERS PRESENT:

Harrison Poole, Attorney Pro Tem
Kelly Gibson, Planning & Conservation Deputy Director
Morgan Ohlendorf, Planning Tech
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of April 10, 2024.

Member Stevenson proposed a correction under item 5.2 PAB case 2024-0003.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to approve the Minutes with the noted amendments.

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

3.2 Approval of Minutes for the Workshop of April 24, 2024.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gingher, to approve the Minutes as presented.

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

3.3 Approval of Minutes for the Workshop of May 8, 2024.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson, to approve the Minutes as presented.

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

4. OLD BUSINESS

Chair Robas announced that a Request to Speak form is now required from citizens to speak.

5. NEW BUSINESS

5.1 PAB 2024-0007 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Map from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land Use and CON Zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road, totaling approximately 0.57 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval of the request for this property which was recently deeded to the City.

Member Gillette asked about access from the adjacent neighbor to the south/rear. Ms. Gibson noted this requested change will not affect access to the adjacent properties relating to existing easements. Mr. Poole, who represented the previous owner in the donation of this property, provided a copy of the new survey to Staff and noted that this would not change the legality of the existing easements but that the new Conservation zoning may provide challenges to any change.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson to recommend approval of PAB case 2024-0007 to the City Commission as per the Staff recommendation; AND that PAB case 2024-0007 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.2 PAB 2024-0008 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) Land Use and CON Zoning District for property located in Block 288 Lots 2 and 3, totaling approximately 0.46 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette voiced concern regarding this action, considering the City does not currently own the property, and suggested that it be postponed until the closing is finalized. He also noted that all it would need now to move forward would be an Agent's Authorization from the current owner.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Gillette, to recommend approval of PAB case 2024-0008 to the City Commission as per the Staff recommendation; with the condition that an signed Agent Authorization form be provided by the current owner; AND that PAB case 2024-0008 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.3 PAB 2024-0005 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements.

Ms. Gibson presented the Staff Report Analysis pertaining to this requested text amendment and explained that this was initiated to mirror Nassau County's code for subdivision vehicular access standards, and recommended approval.

Member Forehand suggested that the following language be added to the amendment: “to an improved right of way subject to the approval of the Technical Review Committee”.

Board Members discussed the size of a parcel that would allow for the creation of a subdivision and the impact of that size impacting that code requirement.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Forehand, to recommend approval of PAB case 2024-0005 along with Board Members’ amendments to the LDC Section 4.04.02(E) Standards for Subdivisions General Requirements to adjust vehicular access requirements, to the City Commission.

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

5.4 PAB 2024-0006 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.05.00 Landscaping, Buffers, and Tree Protection, specifically amending references, correcting invasive plant list, and incorporating updated Florida friendly landscaping practices in Sections 4.05.01 Generally, 4.05.02 Applicability, 4.05.03 Landscape Materials Standards, renumbering sections which follow, and incorporating plain language in Section 4.05.04, and clarifying Section 4.05.13 in applicability to only Landscape Standards.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Board Members provided some corrections.

Member Bennett suggested adding verbiage to the proposed changes to 4.05.03(A)(2) to add “and disposed of properly”, and make sure that the information about the list of allowed plants is available within the chapter.

Beverly Lawrence, 1205 Date Street, thanked Staff and Dr. Taylor Clem for their work regarding this proposed change and voiced support for the change to increase public awareness. She also spoke about the important issues of removal and disposal.

Member Gillette spoke of the newly created item D in Section 4.05.03 proposing a 5% incentive for perimeter buffering landscaping and suggested that this could be linked with another incentive. Board Members discussed the possibility of removing the new section D and re-introducing it later to discuss the possible impact of offering additional incentives.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of invasive species, and spoke against the potential increase in impervious area percentage as an incentive.

After further board discussion, Members came to a consensus to remove the newly created section D from Section 4.05.03 all-together while accepting all other amendments to that section.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett, to recommend approval of PAB case 2024-0006, with all proposed changes by Staff and by the Board and the removal of the new item D from Section 4.05.03, to the City Commission.

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

5.5 PAB 2024-0004 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add terms to LDC Section 1.07.00 Acronyms and Definitions to include Building Site,

Substandard Lot of Record, Parcel, Parcel Identification Number (PIN), and Plat.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette initiated a few changes to the proposed definitions. Board Members also suggested some

corrections.

Board Members and Mr. Poole discussed the challenges of unrecorded plats.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to recommend approval of PAB case 2024-0004 with the proposed amendments to the City Commission.

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

6. BOARD BUSINESS

6.1 Continued Discussion of Planned Unit Development (PUD) Standards as requested by the Board

Member Bennett initiated a conversation about the need to minimize the required acreage for a PUD.

Board Members asked for Staff to prepare and provide some draft language regarding the reduction or elimination of the minimum acreage requirement for PUD. Chair Robas asked for this discussion to continue at the July 10, 2024, regular meeting and for the draft language from Staff to be presented and discussed at the regular meeting of August 14, 2024.

6.2 Prioritization of Action Items as requested by the Board

Ms. Gibson proposed a discussion regarding possibly amending or eliminating some Parking Standards and Parking Minimums.

Staff will provide some updated information regarding Transportation at the next regular meeting of July 10, 2024. She then gave insight about micro transit and the funding behind these projects.

Ms. Gibson gave updates on current active projects and events. She also encouraged Board Members to attend Planning 101, an upcoming training event hosted by Nassau County which will take place in mid-October at a cost of \$30. Further information about this training will be communicated by Staff as it becomes available.

7. STAFF REPORT

Ms. Gibson gave updates on current projects and events.

8. PUBLIC COMMENT

No members of the public wished to speak.

9. ADJOURNMENT 7:31


Sylvie McCann, Recording Secretary


Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-16
Land Development Code Text Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2024-16 at First Reading.

SYNOPSIS: Land Development Code (LDC) Text Amendment to add amendments to LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements. The PAB held a public hearing on June 12, 2024, and recommended approval of this change.

FISCAL IMPACT: Fiscal impact will be based upon proposed future development (number of sites and structures, infrastructure construction and maintenance, etc.). The code, as proposed, aligns access requirements to be consistent with the standards established by Nassau County. The fiscal impact has the potential to reduce variance requests from the current code.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve the proposed Ordinance 2024-16 at First Reading.

Kelly Gibson, Planning and Conservation Deputy Director	8/5/2024
Kim Briley, Deputy City Clerk	8/9/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

A handwritten signature in blue ink that reads "Sylvie McCann".

Date: June 25, 2024

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Approve

ORDINANCE 2024-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GERNERAL REQUIREMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a unified Land Development Code on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City of Fernandina Beach has applied for a LDC text amendment to the vehicular access requirements for new subdivisions that would be fully consistent with standards established by Nassau County (Reference Sec. 29-40.; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on May 31, 2024; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, June 12, 2024, and unanimously recommended approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the Land Development Code Amendments, attached hereto as Exhibit "A," to modify vehicular access requirements.

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 adoption.

ENACTED this ____ day of _____, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

CAROLINE BEST
City Clerk City Attorney



TAMMI E. BACH

Date of First Reading: 8/21/2024

Date of Publication:

Date of Second Reading/Final Hearing:

EXHIBIT A

LAND DEVELOPMENT CODE POLICY

4.04.02 General Requirements

- E. ~~A subdivision shall have at least two (2) vehicular access points to an improved right-of-way.~~
- E. Required number of access points. All subdivisions consisting of twenty-five (25) lots or more must provide at least two (2) points of access to an improved right-of-way subject to the approval of the Technical Review Committee. One (1) access may be closed to public access if it is approved by the Technical Review Committee as being accessible to emergency services.

ORDINANCE 2024-16
EXHIBIT "A"

General Requirements

- E. ~~A subdivision shall have at least two (2) vehicular access points to an improved right-of-way.~~
- E. Required number of access points. All subdivisions consisting of twenty-five (25) lots or more must provide at least two (2) points of access to an improved right-of-way subject to the approval of the Technical Review Committee. One (1) access may be closed to public access if it is approved by the Technical Review Committee as being accessible to emergency services.

Explanation: This change is requested to make access point requirements for new subdivisions fully consistent with standards established by Nassau County (Reference Sec. 29-40). Staff have witnessed several variance requests from this section of code in the past. Further, the PAB recognized the need for amending this section of code in 2006 as evidenced by meeting minutes (provided as back up material).

Print

Planning Advisory Board (PAB) - Submission #14014

Date Submitted: 5/24/2024

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

☐

Zoning Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)

☐

Land Use Map Amendment (≤ 10 acres \$2,500 / > 10 acres \$5,000)

☒

LDC Text Amendment (\$1,500)

☐

Comp Plan Amendment (\$5,000)

☐

Subdivision Plat – Preliminary (≤ 20 units \$3,000 / > 20 units \$5,000)

☐

Subdivision Plat – Final (\$1,500)

☐

Vacation of R.O.W. (\$3,500)

☐

Small Cell Outside R.O.W. (per application) (\$500)

☐

Voluntary Annexation (\$2,000)

☐

Development of Regional Impact: Amend Development Order (\$1,500)

☐

New Telecommunications Structure (\$2,500)

☐

Revision to each PAB Application \$400

2024 Submission Deadlines + Meetings Calendar



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:



LDC Text Amendment – see LDC Section 11.01.08.



Preliminary Subdivision Plat – see LDC Section 11.01.05.



Final Subdivision Plat – LDC Section 11.01.05.



Zoning Map Changes – See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

☐

A complete application filed at least forty-five (45) days before the date of the Planning Advisory Board's public hearing;

☐

Proof of Ownership (copy of deed or tax statement);

☐

A current survey of the property (no older than two years);

☐

If applying as an agent, Owner's Authorization for Agent Representation form needs to be signed/notarized and included in application;

☐

A detailed letter of intent stating the following:

☐

o The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.

☐

o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes ▼

What was the date of your pre-application meeting?*

5/24/2024

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy

hh:mm am/pm

PROPERTY INFORMATION

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

Site Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Parcel ID #(s)*

0

Lot*

0

Block*

0

Subdivision*

0

Zoning District*

C-3

Future Land Use Designation*

Central Business District

REVIEW TYPE*

☐

Zoning Map Amendment ≤ 10 acres

☐

Subdivision Plat – Preliminary > 20 units

☐

Zoning Map Amendment > 10 acres

☐

Subdivision Plat – Final

☒

LDC Text Amendment

☐

Vacation of R.O.W.

☐

Comp Plan Amendment

☐

Voluntary Annexation

☐

Subdivision Plat – Preliminary ≤ 20 units

☐

Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Charlie

Last Name*

George

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

9043103480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Summary of Request (more detailed information to be provided in required letter of intent)*

Request adding amendments to LDC Section 4.04.02(E) Standards for Subdivisions General Requirements to adjust vehicular access requirements.

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.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Kelly

Applicant Last Name*

Gibson

Today's Date*

5/24/2024

Upload Supporting Documentation*

06 12 24 Display Ad.docx

 City of FB logo
NEW Reflex

Upload 2

Choose File No...en

Upload 3

Choose File No...en

Upload 4

Choose File No...en

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning



APPROVED

**MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING JUNE 12, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-chair)
Barbara Gingher	Daphne Forehand
Mark Bennett	Nick Gillette

MEMBERS ABSENT:

Richard Doster

OTHERS PRESENT:

Harrison Poole, Attorney Pro Tem
Kelly Gibson, Planning & Conservation Deputy Director
Morgan Ohlendorf, Planning Tech
Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of April 10, 2024.

Member Stevenson proposed a correction under item 5.2 PAB case 2024-0003.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to approve the Minutes with the noted amendments.

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

3.2 Approval of Minutes for the Workshop of April 24, 2024.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gingher, to approve the Minutes as presented.

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

3.3 Approval of Minutes for the Workshop of May 8, 2024.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson, to approve the Minutes as presented.

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

4. OLD BUSINESS

Chair Robas announced that a Request to Speak form is now required from citizens to speak.

5. NEW BUSINESS

5.1 PAB 2024-0007 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Map from Medium Density Residential (MDR) and R-2 Zoning District with PUD for Amelia Landings to Conservation (CON) Land Use and CON Zoning District for property located on Block 2 portions of Lots 14 and 15 at Sadler Road, totaling approximately 0.57 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval of the request for this property which was recently deeded to the City.

Member Gillette asked about access from the adjacent neighbor to the south/rear. Ms. Gibson noted this requested change will not affect access to the adjacent properties relating to existing easements. Mr. Poole, who represented the previous owner in the donation of this property, provided a copy of the new survey to Staff and noted that this would not change the legality of the existing easements but that the new Conservation zoning may provide challenges to any change.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Vice-Chair Stevenson to recommend approval of PAB case 2024-0007 to the City Commission as per the Staff recommendation; AND that PAB case 2024-0007 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.2 PAB 2024-0008 - FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

Request to amend the Future Land Use Map and Zoning Maps from Medium Density Residential (MDR)/Industrial (IND) and R-2/I-1 Zoning Districts to Conservation (CON) Land Use and CON Zoning District for property located in Block 288 Lots 2 and 3, totaling approximately 0.46 acres.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette voiced concern regarding this action, considering the City does not currently own the property, and suggested that it be postponed until the closing is finalized. He also noted that all it would need now to move forward would be an Agent's Authorization from the current owner.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Gillette, to recommend approval of PAB case 2024-0008 to the City Commission as per the Staff recommendation; with the condition that an signed Agent Authorization form be provided by the current owner; AND that PAB case 2024-0008 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken and being all Ayes, passed.

5.3 PAB 2024-0005 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.04.02 (E) Standards for Subdivisions General Requirements to adjust vehicular access requirements.

Ms. Gibson presented the Staff Report Analysis pertaining to this requested text amendment and explained that this was initiated to mirror Nassau County's code for subdivision vehicular access standards, and recommended approval.

Member Forehand suggested that the following language be added to the amendment: “to an improved right of way subject to the approval of the Technical Review Committee”.

Board Members discussed the size of a parcel that would allow for the creation of a subdivision and the impact of that size impacting that code requirement.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Forehand, to recommend approval of PAB case 2024-0005 along with Board Members’ amendments to the LDC Section 4.04.02(E) Standards for Subdivisions General Requirements to adjust vehicular access requirements, to the City Commission.

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

5.4 PAB 2024-0006 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add amendments to LDC Section 4.05.00 Landscaping, Buffers, and Tree Protection, specifically amending references, correcting invasive plant list, and incorporating updated Florida friendly landscaping practices in Sections 4.05.01 Generally, 4.05.02 Applicability, 4.05.03 Landscape Materials Standards, renumbering sections which follow, and incorporating plain language in Section 4.05.04, and clarifying Section 4.05.13 in applicability to only Landscape Standards.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Board Members provided some corrections.

Member Bennett suggested adding verbiage to the proposed changes to 4.05.03(A)(2) to add “and disposed of properly”, and make sure that the information about the list of allowed plants is available within the chapter.

Beverly Lawrence, 1205 Date Street, thanked Staff and Dr. Taylor Clem for their work regarding this proposed change and voiced support for the change to increase public awareness. She also spoke about the important issues of removal and disposal.

Member Gillette spoke of the newly created item D in Section 4.05.03 proposing a 5% incentive for perimeter buffering landscaping and suggested that this could be linked with another incentive. Board Members discussed the possibility of removing the new section D and re-introducing it later to discuss the possible impact of offering additional incentives.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of invasive species, and spoke against the potential increase in impervious area percentage as an incentive.

After further board discussion, Members came to a consensus to remove the newly created section D from Section 4.05.03 all-together while accepting all other amendments to that section.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett, to recommend approval of PAB case 2024-0006, with all proposed changes by Staff and by the Board and the removal of the new item D from Section 4.05.03, to the City Commission.

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

5.5 PAB 2024-0004 - LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Request to add terms to LDC Section 1.07.00 Acronyms and Definitions to include Building Site,

Substandard Lot of Record, Parcel, Parcel Identification Number (PIN), and Plat.

Ms. Gibson presented the Staff Report Analysis and recommended approval.

Member Gillette initiated a few changes to the proposed definitions. Board Members also suggested some

corrections.

Board Members and Mr. Poole discussed the challenges of unrecorded plats.

ACTION TAKEN: A motion was made by Vice-Chair Stevenson, seconded by Member Gillette, to recommend approval of PAB case 2024-0004 with the proposed amendments to the City Commission.

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

6. BOARD BUSINESS

6.1 Continued Discussion of Planned Unit Development (PUD) Standards as requested by the Board

Member Bennett initiated a conversation about the need to minimize the required acreage for a PUD.

Board Members asked for Staff to prepare and provide some draft language regarding the reduction or elimination of the minimum acreage requirement for PUD. Chair Robas asked for this discussion to continue at the July 10, 2024, regular meeting and for the draft language from Staff to be presented and discussed at the regular meeting of August 14, 2024.

6.2 Prioritization of Action Items as requested by the Board

Ms. Gibson proposed a discussion regarding possibly amending or eliminating some Parking Standards and Parking Minimums.

Staff will provide some updated information regarding Transportation at the next regular meeting of July 10, 2024. She then gave insight about micro transit and the funding behind these projects.

Ms. Gibson gave updates on current active projects and events. She also encouraged Board Members to attend Planning 101, an upcoming training event hosted by Nassau County which will take place in mid-October at a cost of \$30. Further information about this training will be communicated by Staff as it becomes available.

7. STAFF REPORT

Ms. Gibson gave updates on current projects and events.

8. PUBLIC COMMENT

No members of the public wished to speak.

9. ADJOURNMENT 7:31



Sylvie McCann, Recording Secretary



Victoria Robas, Chair



**NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, June 12, 2024, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0004: CITY OF FERNANDINA BEACH REQUESTS ADDING TERMS TO LDC SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO INCLUDE BUILDING SITE, SUBSTANDARD LOT OF RECORD, PARCEL, PARCEL IDENTIFICATION NUMBER (PIN), AND PLAT.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0005: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.04.02 (E.) STANDARDS FOR SUBDIVISIONS GENERAL REQUIREMENTS TO ADJUST VEHICULAR ACCESS REQUIREMENTS.

LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENTS

PAB CASE 2024-0006: CITY OF FERNANDINA BEACH REQUESTS ADDING AMENDMENTS TO LDC SECTION 4.05.00 LANDSCAPING, BUFFERS, AND TREE PROTECTION, SPECIFICALLY AMENDING REFERENCES, CORRECTING INVASIVE PLANT LIST, AND INCORPORATING UPDATED FLORIDA-FRIENDLY LANDSCAPING PRACTICES IN SECTIONS 4.05.01 GENERALLY, 4.05.02 APPLICABILITY, 4.05.03 LANDSCAPE MATERIALS STANDARDS, RENUMBERING SECTIONS WHICH FOLLOW AND INCORPORATING PLAIN LANGUAGE IN SECTION 4.05.04 AND CLARIFYING SECTION 4.05.13 IN APPLICABILITY TO ONLY LANDSCAPE STANDARDS.

FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0007: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING DISTRICT WITH PUD FOR AMELIA LANDINGS TO CONSERVATION (CON) LAND USE AND CON ZONING DISTRICT FOR PROPERTY LOCATED ON BLOCK 2 PORTIONS OF LOTS 14 AND 15 AT SADLER ROAD TOTALING APPROXIMATELY 0.57 ACRES.



FUTURE LAND USE MAP AMENDMENTS AND ZONING CHANGES

PAB CASE 2024-0008: CITY OF FERNANDINA BEACH REQUESTS AMENDING THE FUTURE LAND USE MAP AND ZONING MAPS FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ INDUSTRIAL (IND) AND R-2/ I-1 ZONING DISTRICTS TO CONSERVATION (CON) LAND USE AND CON ZONING

DISTRICT FOR PROPERTIES LOCATED IN BLOCK 288 LOTS 2 AND 3 TOTALING APPROXIMATELY 0.46 ACRES.



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 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Thank you so much.

Note to News Leader:

**** This ad cannot be included in the legal or the classified section of the newspaper. ****
Please run as a DISPLAY ad in the Wednesday, MAY 29, 2024 issue.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2024-17
Master Fee Schedule

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2024-17 at First Reading.

SYNOPSIS: The City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance. Each year, fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee.

Changes from last year's fee schedule include hourly increases from Special Event safety/emergency responder support to keep up with salary increases; an increase in the square footage lease rate at the Airport and facility rentals; annual CPI adjustments in Utilities and waste collection; a new permit for commercial walking tours to utilize the Greenway; and a new calculation to the cost of mooring and the dinghy dock to include the amenities.

FISCAL IMPACT: Fees for services, permits, and facilities use will be charged accordingly.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2024-17 at First Reading.

Kim Briley, Deputy City Clerk	7/25/2024
Pauline Testagrose, Comptroller	8/5/2024
Jeremiah Glisson, Interim City Manager	8/12/2024
Tammi E. Bach, City Attorney	8/12/2024
Katie Newton, Paralegal	8/13/2024

Date: June 26, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Approve

ORDINANCE 2024-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS SERVICES, CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING AND CONSERVATION, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2023/2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, each year fees are reviewed and revised to ensure that the cost of providing services is fully covered by an appropriate user fee; and

WHEREAS, the fees for the Airport, Building, Business Services, Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning and Conservation, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees (excluding Water and Wastewater Capacity Fees) have been reviewed and revised based on the cost to provide services and facility rentals.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule, attached hereto as Exhibit A, consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning and Conservation, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Capacity Fees for Fiscal Year 2024/2025.

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 October 1, 2024.

ENACTED this ____ day of _____, 2024.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

CAROLINE BEST
City Clerk

Date of First Reading: August 21, 2024
Date of Publication:
Date of Second Reading/Final Hearing:

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

Ordinance 2024-17
Exhibit "A"



City of Fernandina Beach

Fernandina Beach Municipal Airport

Fee Schedule
Fiscal Year 2024-2025

Fee Type		Cost
<i>Ground Lease Rental Rate (annually)</i>		
	Aeronautical Land Lease Rate	\$0.20 \$0.25/Square Foot
	Non-Aeronautical Land Lease Rate	\$0.35 \$0.45/Square Foot*
	*Or appraised value (whichever is greater)	
<i>Fixed Base Operator (FBO) and Specialized Aviation Service Operations Facility Leasehold (FBO or SASO)</i>		
	Contact Airport Director for additional information	Facility Rent Charge or as Negotiated
<i>Ground Leasehold (FBO or SASO)</i>		
	Contact Airport Director for additional information	Facility Rent Charge or as Negotiated
<i>Sublease to FBO</i>		
	Authorized under FBO Lease	No Charge
	Aeronautical Use Not Authorized under FBO Lease	\$150.00/year
	Non-Aeronautical Use Not Authorized under FBO Lease	As Negotiated
	Sublease to SASO by Leasehold SASO	\$150.00/year
	Independent Aeronautical Operator or Mobile Service Provider doing Annual Business on the Airport	\$150.00/year
	Independent Aeronautical Operator or Mobile Service Provider who does Five (5) Days or Less of Annual Business on the Airport to no more than One (1) Airport Client	\$50.00/year
	Display Signage Fee at Airport Entrance	\$10.00/day/side
<i>Special Use Permit (non-based aircraft, contact Airport Director for additional information)</i>		
	Banner Pickup	\$300.00/year
	Balloon/Blimp Mooring	\$25.00 \$150.00/day
<i>Ultralight Aircraft Permit</i>		
	Registration and Facility Use Permit	\$125.00/year
<i>Bulk Hangar Rates (Daily)</i>		
	Single engine (≤ 40' wingspan)	\$30.00
	Single engine (> 40' wingspan)	\$65.00
	Multi engine (> 48' wingspan)	\$100.00
<i>Bulk Hangar Rates (Monthly; adjusted annually per CPI)</i>		
	Single engine (≤ 40' wingspan)	\$250.00
	Single engine (> 40' wingspan)	\$325.00
	Multi engine (> 48' wingspan)	\$500.00
<i>Vehicle Parking/Storage Fee (Note: Improperly parked/non-permitted vehicles may be towed at owner's expense)</i>		
	Daily (paved; < 24 hours)	No Charge
	Short-term parking (paved; ≤ 5 days, permit required)	No Charge
	Long-term parking (gravel; permit required)	\$5.00/day; \$60.00/month
<i>Terminal Observation Deck (Capacity-115 Individuals)</i>		
	General Public (open access, sunrise to sunset)	No Charge
	Airport tenant/Fernandina Beach employee (reserved access)	\$50.00/hr



City of Fernandina Beach

Fernandina Beach Municipal Airport

		\$250.00/day
	Others (reserved access)	\$125.00/hr \$650.00/day
	Government Agencies	No Charge
	Special Events	As Negotiated
	<i>(Note: additional professional cleaning fee may be charged at sole discretion of Airport Director)</i>	
<i>Terminal Conference Room (Capacity- 46 Individuals)</i>		
	Airport tenant/Fernandina Beach employee	\$10.00 <u>\$20.00</u> /hr (2-hr minimum) <u>\$120/day</u>
	Others	\$35.00 <u>\$40.00</u> /hr (2-hr minimum) \$235.00 <u>\$240.00</u> /day
	Government Agencies	No Charge
	<i>(Note: Additional professional cleaning fee may be charged at sole discretion of Airport Director)</i>	
<i>Building Fees (2018 base rate, base rate adjusted annually per CPI or rental terms; pre-tax)</i>		
	Buildings 1, 2, 3, 4, 5, 6, 7	\$300.00/month
	Buildings 1-7 (w/ additional space)	\$335.00/month
	Building 8	\$400.00/month
	Building 8 (w/ additional space)	\$435.00/month
	Building 9	\$575.00/month
	Storage Units B, C, D, E, F, H	\$5.60/sf/year
	Storage Units A, G	\$12.00/sf/year
<i>New Hangar/Building Fees (2022 base rate, rate adjusted annually per CPI or rental terms; pre-tax)</i>		
	Units 53 and 55	\$690.00/month
	Unit 54	\$650.00/month
	Units 56 and 57	\$775.00/month
	Unit 58	\$865.00/month



**Fee Schedule
Fiscal Year 2024/2025**

Fee Type		Cost
All-inclusive Building Construction Permit		
<i>Permit fees for new construction and additions include mechanical, plumbing, electrical and new roofs, commercial re-roof, and residential re-roofs changing roof material (such as asphalt to metal, tile for residential), demo and standalone commercial trades. Permit fees include administrative, building plan review, building inspections and retention of documents and electronic records.</i>		
	Administrative Fee – Commercial Projects (non-refundable)	\$50.00
	Administrative Fee – Residential Projects (non-refundable)	\$35.00
	Minimum Permit	\$45.00
	Base: Construction Cost $\leq$ \$5,000,000.00	\$7.50/\$1,000.00
	Additional: Construction cost $>$ \$5,000,000.00 and $\leq$ \$10,000,000.00	\$3.50/\$1,000.00
	Additional: Construction cost $>$ \$10,000,000.00	\$2.00/\$1,000.00
	Subcontractor permit processing fee	\$35.00
	State of Florida DCA Surcharge F.S. 468.631	1% (\$2.00 min)
	State of Florida DBPR Surcharge F.S. 553.721	1.5% (\$2.00 min)
Building Permit Caps		
	If Contractor uses private provider for plans review & inspections	\$100,000.00
	If Contractor uses City for plans review & inspections	\$500,000.00
<i>The City of Fernandina Beach Building Department compares International Code Council (ICC) Building Valuation Data (BVD) which provides the “average” construction costs per square foot, which can be used in determining permit fees for the Building Departments and the cost provided by the contractor of record to determine the construction cost for the proposed project.</i>		
Revision Plan Review (NON-REFUNDABLE)		
	Residential ($\leq$ 5 sheets)	\$35.00
	Residential ($>$ 5 sheets)	\$5.00 per additional sheet
	Commercial ($\leq$ 5 sheets)	\$75.00
	Commercial ($>$ 5 sheets)	\$5.00 per additional sheet
	Re-stamp plans for field copy (Residential)	\$35.00
	Re-stamp plans for field copy (Commercial)	\$35.00
Private Provider Refunds		
	Private Provider Plans Review & Inspections Refund (new construction, additions, remodels) includes private provider inspections partial and passed inspections; based on inspection summary report provided to the Building Official at the end of the project.	50% of All-inclusive Building Construction Permit fee.



City of Fernandina Beach

Building Department

	Private Provider Inspections Only (passed inspections; based on inspection summary report provided to the Building Official at the end of the project)	\$35.00 per inspection
<i>Note: Use of Private Provider MUST be pre-approved by Building Official upon application for permit.</i>		
Other Building Permit Fees		
	Residential Gas (new and remodel)	\$80.00 for first \$1,000 job cost; \$7.00 per additional \$1,000 job cost
	Residential Gas (installation of tanks)	\$75.00
	Water heater replacement	\$50.00
	Siding/roof repair ≤ 100 sf	Exempt
	Siding/roof repair > 100 sf or all siding/roof replacement like material	\$90.00
	Pre-fabricated accessory structures ≤ 150 sf	Exempt
	Pre-fabricated accessory structures > 151 sf and ≤ 250 sf	\$80.00
	Pre-fabricated accessory structures > 251 sf	\$80.00 for first \$1,000 construction cost; \$7.00 per additional \$1,000 construction cost
	Construction Trailer	\$50.00
	Commercial exterior coolers (per unit)	\$160.00
	Mechanical changeout with NO electrical work	\$50.00
	Irrigation	\$50.00
	Renew expired/revoked permit (as approved by Building Official; permit must be within same Building Code)	\$100.00
Re-Inspection Fees		
	Re-inspection	\$50.00
Miscellaneous		
	Administrative letter of Code Determination	\$150.00
	Fire/storm damage determination for power re-connection	\$75.00
	Copies	See Clerk's Schedule
	Documents uploaded on thumb drive	\$25.00
After the Fact Permit Fees		
	After the fact permit fees are up to 4 times the building permit fee to be assigned by the Building Official or his/her designee. Contractors performing emergency repairs/replacements must apply for the proper permits online and identify the permit as an emergency repair/replacement.	$\leq 4x$ original permit fee
Special Flood Hazard Area or Shaded "X" Fee		
	All permits within a Special Flood Hazard Area (SFHA) and/or Shaded "X" will have a Flood Admin fee applied. This fee covers plan review, Elevation Certificate (EC) review, inspections, and retention of flood documents.	\$150.00



**Fee Schedule
Fiscal Year 2024-2025**

Fee Type		Cost
<i>Photocopies</i>		
	8 ½ x 11	\$0.15/page
	8 ½ x 11 (Double-sided)	\$0.20/page
	8 ½ x 14	\$0.15/page
	8 ½ x 14(Double-sided)	\$0.20/page
	11 x17	\$0.25/page
	Certified Copies	\$1.00/copy
	CD	\$0.50
	DVD	\$2.00
	Thumb Drive	\$8.00
<i>Lien Letters</i>		
	Regular request (within 5 business days)	\$20.00
	Rush Request (within 2 business days)	\$40.00
<i>Public Record Requests</i>		
	Public Records Request Extensive Use Fee: Calculated when the nature or volume of requested public records is such to require extensive use of information, technology resources, extensive use of clerical or supervisory assistance, or both (50% deposit based upon estimated cost required at filing).	Actual Cost Incurred



Fee Schedule
Fiscal Year 2024-2025

Fee Type	Cost
<i>Permits & Licenses</i>	
Horseback Riding Permit	\$50.00/yr
Bingo License (per Municipal Code Section 14-28)	\$50.00/yr
Adult Entertainment Application Fee (per Municipal Code Section 14-72)	\$1000.00
<i>Leases & Franchise Agreements</i>	
Long-term leases, various City-owned facilities	As Negotiated
Sightseeing Tour Franchise Agreement	\$1,500.00 (plus annual CPI, base 2022)



**Fee Schedule
Fiscal Year 2024-25**

Fee Type		Cost
<u>Local Business Tax Receipt (LBTR) (COFB Ord. 2008-25)</u>		
	LBTR fee (annual)	See Municipal Code Section 74-80
	Copy of previously issued LBTR	\$5.00
	Penalty for failure to obtain LBTR prior to conduct of business	\$250.00 (plus required LBTR)
	LBTR re-inspection fee	\$25.00
	Transfer of ownership	\$3.00 minimum; 10% LBTR fee
<u>Resort Rental Dwelling Permit (COFB LDC Section 26-10 1)</u>		
	New application	\$300.00
	Annual renewal	\$200.00
	Copy of previously issued Resort Rental Dwelling permit	\$5.00
	Transfer of ownership	\$25.00
	Penalty for operating resort rental without appropriate permit (Section 26-101(h)(2), Municipal Code)	\$1,000.00 Citation first violation; up to \$250.00 per additional violation per day
<u>Miscellaneous Permits</u>		
	Dining with Dogs (new) (F.S. 509.233; COFB LDC Section 6.02.13)	\$40.00
	Copy of previously issued Dining with Dogs permit	\$25.00
	Right-of-way Encroachment (COFB Ord. Sec. 70-2)	\$35.00/yr
	Street artists/performers (COFB Ord. Chapter 70, Article III)	\$300.00/yr
	Confiscation of illegal signs	\$25.00/sign



City of Fernandina Beach

City of Fernandina Beach Golf Club

**Fee Schedule
Fiscal Year 2024-2025**

Fee Type		Cost		
		Residents	Non-Residents	Juniors (under 17)
<i>Greens Fees - Peak Season (October-March)</i>				
	18 Holes (w/cart)	\$60.00	\$70.00	\$40.00
	18 Holes (walking)	\$36.00	\$46.00	\$26.00
	9 Holes (w/cart)	\$40.00	\$50.00	\$30.00
	9 Holes (walking)	\$26.00	\$31.00	\$16.00
	Replay 18 Holes (cart)	\$40.00	\$50.00	-
	Replay 9 Holes (cart)	\$30.00	\$35.00	-
	Twilight 18 Holes (w/cart, 1:00pm & later)	\$40.00	\$50.00	-
	Twilight 18 Holes (walking, 1:00pm & later)	\$26.00	\$36.00	-
	Twilight 9 Holes (w/cart, 1:00pm & later)	\$30.00	\$35.00	-
	Twilight 9 Holes (walking, 1:00pm & later)	\$16.00	\$26.00	-
<i>Greens Fees - Off Season (April- September)</i>				
	18 Holes (w/cart)	\$55.00	\$65.00	\$35.00
	18 Holes (walking)	\$33.00	\$43.00	\$23.00
	9 Holes (w/cart)	\$35.00	\$45.00	\$25.00
	9 Holes (walking)	\$23.00	\$28.00	\$13.00
	Replay 18 Holes (cart)	\$35.00	\$45.00	-
	Replay 9 Holes (cart)	\$25.00	\$30.00	-
	Twilight 18 Holes (w/cart, 3:00pm & later)	\$35.00	\$45.00	-
	Twilight 18 Holes (walking, 3:00pm & later)	\$23.00	\$33.00	-
	Twilight 9 Holes (w/cart, 3:00pm & later)	\$25.00	\$30.00	-
	Twilight 9 Holes (walking, 3:00pm & later)	\$13.00	\$23.00	-



City of Fernandina Beach

City of Fernandina Beach Golf Club

Memberships		Resident	Non-Resident
	Unlimited Membership (Includes Unlimited Green/Cart fees; Discounted TopTracer fees; 20% discount on food, beverage, & merchandise)	\$3,750.00	\$4,250.00
	Single Membership (Fee includes Green Fees; 20% discount on food, beverage, & merchandise)	\$1,250.00	\$1,450.00
	Couples Membership (Fee includes Green Fees; 20% discount on food, beverage, & merchandise)	\$1,750.00	\$2,050.00
	Juniors Membership (17 & under) (Fee includes Green Fees; 20% discount on food, beverage, & merchandise)	\$300.00	\$350.00
		Members	Non-Members
<i>Walking/Cart Fees</i>			
	Walking Fee – 18 holes	\$15.00	-
	Walking Fee – 9 holes	\$10.00	-
	Cart Fee	\$22.00	\$25.00
<i>Lighthouse Driving Range (powered by TopTracer)</i>			
<i>Buckets</i>			
	Small bucket (w/TopTracer)	\$9.00	\$9.00
	Large bucket (w/TopTracer)	\$14.00	\$14.00
	XL bucket (w/TopTracer)	\$20.00	\$20.00
	Small bucket (without TopTracer)	\$7.00	-
	Large bucket (without TopTracer)	\$12.00	-
	XL bucket (without TopTracer)	\$15.00	-
<i>Bay Pricing</i>			
	Mon-Thurs Unlimited Balls	\$25.00/hr	\$30.00/hr
	Fri-Sun Unlimited Balls	\$40.00/hr	\$45.00/hr
	Annual Range Plan (Unlimited balls w/out TopTracer)	\$399.00	Not Offered
<i>Banquet Room Rentals</i>		Cost	
	1-50 Guests	\$350.00	
	51-100 Guests	\$450.00	
	101+ Guests	\$550.00	
	Banquet Room for Meeting Space	\$75.00/hr	
	Non-profit usage w/food & beverage (daytime only)	No Charge	
<i>Vehicle/Parking Pass Fee @ Golf Club Parking Lot</i>		Cost	
	<u>Daily Fees</u>	<u>\$20.00</u>	



Oasis Marina at Fernandina Harbor

Fee Schedule Fiscal Year 2024-2025

Fee Type		Cost		
<i>Transient Dockage* peak season & holiday may apply</i>		Daily	Weekly	Monthly
	Vessels less than 70'	\$2.50-\$3.00	\$15.00	\$30.00
	Vessels 70' – 99'	\$2.75-\$3.25	\$16.50	\$33.00
	Vessels 100' – 149'	\$3.00-\$3.50	\$18.00	\$36.00
	Vessels 150' - 199'	\$3.25-\$3.75	\$19.50	\$36.00
	Vessels 200' – 250'	\$3.50-\$4.00	\$21.00	\$36.00
<i>*Special Events & Holidays subject to higher rates</i>				
<i>Long Term Dockage (Currently on Waitlist – Contract Required)</i>		Cost		
	Non-Commercial, per foot per month, billed monthly.	\$25.00/foot		
	Commercial, per foot per month, billed monthly. (effective January 1, 2024)	\$27.50/foot		
<i>Electric Rates</i>		Daily	Weekly	Monthly
	30 amp	\$6.00	\$30.00	\$60.00
	50 amp	\$12.00	\$72.00	\$125.00
	100 amp	\$25.00	\$125.00	\$350.00
<i>Mooring Field (First Come, First Served)</i>		Cost		
	Per Night	\$30.00		
	Per Week	\$180.00		
	Per Month	\$595.00		
<i>Dinghy Dock (Vessels less than 12' Only) Includes Amenities</i>				
	Per Day	\$5.00 \$12.50		
	Per Week	\$25.00 \$65.00		
<i>Amenity Fee</i>				
	Per Day	\$5.00		
	Per Week	\$25.00		
<i>Dock N Dine- limit 3 hours</i>				
	Vessels up to 25'	\$15.00		
	Vessels 26' to 35'	\$20.00		
	Vessels over 35'	\$40.00		
<i>Pump Out- dockside or mooring</i>		\$5.00		
<i>Credit Card Fees</i>		Service fees & ACH when applicable		
<i>Contractors Fee</i> (Check in at Ships Store, provide current COI)		\$20.00 per day		
<i>Garbage Disposal/Dumpster Fee</i>		\$65.00		

Cancellation Policy We have a 48-hour cancellation policy for all standard stays and a 72-hour cancellation policy for all holidays and special events. In the event that you need to cancel within these windows, you may be eligible for a credit for a future stay, at the discretion of the marina team.

Amenities include Laundry, Showers, free WIFI and Boaters Lounge



City of Fernandina Beach

Parks and Recreation

Fee Schedule Fiscal Year 2024-2025

Fee Type		Cost	
<i>Administrative Fees</i>		Residents	Non-Residents
	Non-Resident Annual Fee	-	\$30.00
	City Resident ID Card (first card: no charge)	\$10.00 (replacement)	-
<i>Youth Services</i>			
	After School Program	\$65.00	\$81.00
	After School Program Fee (for each additional sibling)	\$55.00	\$71.00
	Summer Camp Weekly Rate	\$95.00	\$119.00
	Summer Camp Weekly Rate (for each additional sibling)	\$85.00	\$109.00
	Group Swim Lessons	\$10.00/lesson	\$12.00/lesson
	Private Swim Lessons (4 lessons)	\$120.00	\$150.00
<i>Aquatics</i>			
	Daily Public Swim/Lap Swim	\$5.00	\$10.00
	<u>10 Visits Pool Pass</u>	<u>\$60.00</u>	<u>\$75.00</u>
	1 Month Individual Pass <u>Membership</u>	\$40.00	\$50.00
	1 Month Couples Pass <u>Membership</u>	\$60.00	\$75.00
	1 Month Family Pass <u>Membership</u>	\$75.00	\$95.00
	Individual Month to Month Membership	\$35.00	\$45.00
	Couples Month to Month Membership	\$55.00	\$70.00
	Family Month to Month Membership	\$70.00	\$90.00
	<u>4 Month Individual Membership</u>	<u>\$140.00</u>	<u>\$180.00</u>
	<u>4 Month Couples Membership</u>	<u>\$220.00</u>	<u>\$280.00</u>
	<u>4 Month Family Membership</u>	<u>\$280.00</u>	<u>\$360.00</u>
	Annual Individual Membership	\$385.00	\$495.00
	Annual Couples Membership	\$605.00	\$770.00
	Annual Family Membership	\$770.00	\$990.00
<i>Pool Rentals</i>			
	Private Pool Rental, 2 hrs, (1-40 ppl) MLK or ARC	\$200.00	\$250.00
	Each additional hour	\$100.00	\$125.00
	Private Pool Rental, 2 hrs, (41-60 ppl) ARC only	\$240.00	\$300.00
	Each additional hour	\$120.00	\$150.00
<i>Aqua Aerobics</i>			
	Aqua Aerobics Daily Fee	\$7.00	\$12.00
	<u>10 Visits Aqua Pass</u>	<u>\$60.00</u>	<u>\$75.00</u>
	Aqua Aerobics 1 Month Pass <u>Membership</u>	\$60.00	\$75.00



City of Fernandina Beach

Parks and Recreation

Fee Schedule Fiscal Year Draft 2024-2025

Fee Type		Cost	
<i>Administrative Fees</i>		Residents	Non-Residents
	Non-Resident Annual Fee	-	\$30.00
	City Resident ID Card (first card: no charge)	\$10.00 (replacement)	-
<i>Youth Services</i>			
	After School Program	\$65.00	\$81.00
	After School Program Fee (for each additional sibling)	\$55.00	\$71.00
	Summer Camp Weekly Rate	\$95.00	\$119.00
	Summer Camp Weekly Rate (for each additional sibling)	\$85.00	\$109.00
	Group Swim Lessons	\$10.00/lesson	\$12.00/lesson
	Private Swim Lessons (4 lessons)	\$120.00	\$150.00
<i>Aquatics</i>			
	Daily Public Swim/Lap Swim	\$5.00	\$10.00
	<u>10 Visits Pool Pass</u>	<u>\$60.00</u>	<u>\$75.00</u>
	1 Month Individual Pass <u>Membership</u>	\$40.00	\$50.00
	1 Month Couples Pass <u>Membership</u>	\$60.00	\$75.00
	1 Month Family Pass <u>Membership</u>	\$75.00	\$95.00
	Individual Month to Month Membership	\$35.00	\$45.00
	Couples Month to Month Membership	\$55.00	\$70.00
	Family Month to Month Membership	\$70.00	\$90.00
	<u>4 Month Individual Membership</u>	<u>\$140.00</u>	<u>\$180.00</u>
	<u>4 Month Couples Membership</u>	<u>\$220.00</u>	<u>\$280.00</u>
	<u>4 Month Family Membership</u>	<u>\$280.00</u>	<u>\$360.00</u>
	Annual Individual Membership	\$385.00	\$495.00
	Annual Couples Membership	\$605.00	\$770.00
	Annual Family Membership	\$770.00	\$990.00
<i>Pool Rentals</i>			
	Private Pool Rental, 2 hrs, (1-40 ppl) MLK or ARC	\$200.00	\$250.00
	Each additional hour	\$100.00	\$125.00
	Private Pool Rental, 2 hrs, (41-60 ppl) ARC only	\$240.00	\$300.00
	Each additional hour	\$120.00	\$150.00
<i>Aqua Aerobics</i>			
	Aqua Aerobics Daily Fee	\$7.00	\$12.00
	<u>10 Visits Aqua Pass</u>	<u>\$60.00</u>	<u>\$75.00</u>
	Aqua Aerobics 1 Month Pass <u>Membership</u>	\$60.00	\$75.00



City of Fernandina Beach

Parks and Recreation

	<u>Aqua Aerobics 4 Month Membership</u>	<u>\$220.00</u>	<u>\$280.00</u>
	Aqua Aerobics Month to Month Membership	\$55.00	\$70.00
	Aqua Aerobics Annual Membership	\$605.00	\$770.00
<i>Fitness & Weight Room</i>			
	Daily Pass	\$5.00	\$10.00
	<u>10 Visit Fitness Pass</u>	<u>\$30.00</u>	<u>\$50.00</u>
	1 Month Individual Pass -Membership	\$30.00	\$40.00
	1 Month Couples Pass -Membership	\$50.00	\$65.00
	<u>4 Month Individual Membership</u>	<u>\$100.00</u>	<u>\$140.00</u>
	<u>4 Month Couples Membership</u>	<u>\$180.00</u>	<u>\$240.00</u>
	Individual Month to Month Membership	\$25.00	\$35.00
	Couples Month to Month Membership	\$45.00	\$60.00
	Annual Individual Membership	\$275.00	\$385.00
	Annual Couples Membership	\$495.00	\$660.00
	Open Gymnasium Use (Basketball, Volleyball, Soccer)	\$3.00	\$5.00
<i>Combination-Fitness, Weight Room, & Pool</i>		Residents	Non-Residents
	1 Month Individual Pass -Membership	\$65.00	\$85.00
	1 Month Couples Pass -Membership	\$105.00	\$135.00
	4 Month Individual Membership	\$180.00	\$260.00
	4 Month Couples Membership	\$340.00	\$420.00
	Individual Month to Month Membership	\$45.00	\$65.00
	Couples Month to Month Membership	\$85.00	\$105.00
	Annual Individual Membership	\$495.00	\$715.00
	Annual Couples Membership	\$935.00	\$1,155.00
<i>Indoor Facility Rentals (Residents)</i>			
	Attendant (per hour)	\$25.00	\$25.00
	Additional Rental Time (per hour)	\$100.00	\$100.00
	<u>Membrane Structure (Bounce house/tent)</u>	<u>\$25.00</u>	<u>\$25.00</u>
	Sound System (per day, ARC & Peck Center)	\$50.00	\$50.00
<i>Atlantic Recreation Center (ARC)</i>			
	ARC Auditorium Private Half Day/Full Day	\$350.00/\$700.00	\$438.00/\$876.00
	ARC Auditorium Commercial Half Day/Full Day	\$625.00/\$1,250.00	
	ARC Auditorium Civic/ <u>Non-profit</u> Half Day/Full Day	\$225.00/\$450.00	
<i>Martin Luther King Jr. Recreation Center (MLK)</i>			
	MLK Auditorium Private Half Day/Full Day	\$225.00/\$450.00	\$270.00/\$540.00
	MLK Auditorium Commercial Half Day/Full Day	\$395.00/\$790.00	



City of Fernandina Beach

Parks and Recreation

	MLK Auditorium Civic/Non-profit Half Day/Full Day	\$150.00/\$300.00	
Peck Center			
	Peck Auditorium Private Half Day / Full Day	\$210.00/\$420.00	\$263.00/\$526.00
	Peck Auditorium Commercial Half Day/ Full Day	\$325.00/\$650.00	
	Peck Auditorium Civic/Non-profit Half Day/Full Day	\$131.00/\$262.00	
	Peck Gym Private Half Day/Full Day	\$300.00/\$600.00	\$360.00/\$720.00
	Peck Gym Commercial Half Day/Full Day	\$400.00/\$800.00	
	Peck Gym Civic/Non-Profit Half Day/Full Day	\$175.00/\$350.00	
	Peck Instructor Room Private Half Day/Full Day	\$150.00/\$300.00	\$180.00/\$360.00
	Peck Instructor Room Commercial Half Day/Full Day	\$225.00/\$450.00	
	Peck Instructor Room Civic/Non-Profit Half Day/Full Day	\$75.00/\$150.00	
	Long-term Office Lease Space	\$8.72/sq ft (plus 2023 2024 CPI)	
Outdoor Facility Rentals (Outdoor) (Residents)			
Marquee Signs (Main Beach, ARC, or MLK Lime St/8th St.)			
	Marquee (per day/per side)	\$25.00	
	Marquee (existing tenant; per day/per side)	\$20.00	
Park Pavilions			
	Private Half Day/ Full Day	\$38.00/\$75.00	\$47.00/\$94.00
	Private Half Day/ Full Day (w/electricity)	\$63.00/\$125.00	\$63.00/\$125.00
	Commercial Half Day/ Full Day	\$75.00/\$150.00	
	Commercial Half Day/ Full Day (w/electricity)	\$100.00/\$200.00	
Open/Green Space			
	Private Half Day/ Full Day	\$200.00/\$400.00	\$250.00/\$500.00
	Commercial Half Day/ Full Day	\$500.00/\$750.00	
	Civic/Non-Profit Half Day/ Full Day	\$150.00/\$300.00	
Athletic Fields (Day: 6:00am to 6:00pm; Nights: 6:00pm to 10:00pm; includes lights)		Resident	Non-Resident
	Private Day/Night	\$100.00/\$150.00	\$125.00/\$188.00
	Commercial Day/Night	\$200.00/\$200.00	
	Civic/Non-Profit Day/Night	\$75.00/\$120.00	
	Field Prep (if requested)	\$100.00	
City-Based Non-Profit Youth Sport Organizations/Leagues			
	Water-Based (pools)	\$25.00/hour	-
	Land-Based (fields, courts, parks)	\$4.00/player/season	-
Facility Tours & Access			
Amelia Island Lighthouse			
	Public Lighthouse Tour (adult)	\$10.00	\$10.00
	Public Lighthouse Tour (<12 years old)	\$5.00	\$5.00
	Private Lighthouse Tour (Weekday)	\$200.00	\$200.00
	Private Lighthouse Tour (Weekend)	\$250.00	\$250.00
	Lighthouse DVD	\$15.00	\$15.00
	Lighthouse Filming Fee (Initial two hours)	\$200.00	\$200.00
	Lighthouse Filming Fee (Each additional hour)	\$100.00	\$100.00



City of Fernandina Beach

Parks and Recreation

Beach Access Wheelchairs			
	Beach Wheelchair (weekly)	\$30.00	\$38.00
	Beach Wheelchair Delivery Fee (within City limits)	\$25.00	\$25.00
Special Events			
City Fees & Permits			
	Special Event Permit Fee (< 200 estimated attendees)		\$25.00
	Special Events Permit (> 200 estimated attendees)		\$50.00
	Banner Permit (< 3 locations: Centre/8th; Lime/8th; streetlamps)		\$50.00
	Banner Hanging Fee (Centre/8th)		\$75.00
	Banner Hanging Fee (Lime/8th)		\$50.00
	Banner Hanging Fee (Street Lamps; per pole)		\$15.00
	Commercial Running/Biking Events (per participant)		\$5.00
	Security Deposit		\$250.00
	Filming Permit Fee (per day; with 15 days' notice)		\$200.00
	Filming Permit Fee (per day; with < 15 days' notice)		\$300.00
	Parade Permit Fee		\$25.00
	Storage Fee (per day)		\$100.00
	Tent Permit		\$25.00
	Utility - Water Usage Fee (per day)	\$75.00	\$94.00
	Utility - Power Usage Fee (per day; min. \$94) Actual metered usage	Actual usage, Min \$75.00	Actual usage, Min \$94.00
Street Closure Fees (requires City Commission Approval)			
	Closure of Centre Street (per day)	\$1,000.00	
	Closure of Side Street/Parking Lot/Right of Way (per day)	\$500.00	
Parking Fees		Resident	Non-Resident
	Private Parking Lot Half Day/ Full Day	\$200.00/\$400.00	\$250.00/\$500.00
	Commercial Parking Lot Half Day/ Full Day	\$500.00/\$750.00	
	Civic/Non-Profit Parking Lot Half Day/ Full Day	\$150.00/\$300.00	
	Overnight Parking Fee (per vehicle)	\$25.00	
Rentable Equipment			
	Barricades (ea.; includes delivery)		\$20.00
	Cones (ea.; includes delivery)		\$5.00
	Picnic Table Fee (up to three tables)		\$100.00
Bosque Bello Cemetery			
	Cemetery Lots	\$1,700.00	\$2,100.00
	Tree Lot (For Cremated Internments Only)	\$550.00	\$700.00
	Deed Transfer Fee	\$75.00	\$75.00
	Burial Permits (Includes Disinterment)	\$45.00	\$45.00
	Monument Permits	\$45.00	\$45.00
	Cancellation of Auto Pay	\$50.00	\$50.00
	Buy Back Price for lot sold for \$50 or less		\$200.00
	Buy Back Price for lot sold for \$51-\$100		\$300.00
	Buy Back Price for lot sold for \$350-\$450		\$600.00



City of Fernandina Beach

Parks and Recreation

	Buy Back Price for lot sold for \$525-\$600	\$800.00
	Buy Back Price for lot sold for \$795 and up	\$1,000.00



**Fee Schedule
Fiscal Year 2024-2025**

Fee Type		Cost
<i>Board of Adjustment (BOA)</i>		
	Administrative Appeal	\$500.00
	Variance (single-family residential)	\$1,500.00
	Variance (other)	\$3,500.00
<i>Historic District Council (HDC)</i>		
	Certificate of Approval: Staff	\$25.00
	Certificate of Approval ("after-the-fact"): Staff	\$100.00
	Certificate of Approval: Board (single-family residential)	\$250.00
	Certificate of Approval: Board (other)	\$400.00
	Certificate of Approval("after-the-fact"): Board	\$1,500.00
	Demolition of Primary Structure- Non-Contributing	\$1,500.00
	Demolition of Primary Structure-Contributing	\$7,500.00
	Variance (single-family residential)	\$1,500.00
	Variance (other)	\$3,500.00
	Application Amendment (ea.)	½ original Cert. of App. Fee
	News rack Permit (new; Municipal Code Section 70-7)	\$15.00
	News rack Permit (renewal; Municipal Code Section 70-7)	\$15.00
<i>Planning Advisory Board (PAB)</i>		
	Future Land Use Map Amendment (Large Scale)	\$5,000.00
	Future Land Use Map Amendment (Small Scale)	\$2,500.00
	Comprehensive Plan Text Amendment	\$5,000.00
	Change of Zoning Designation (Large-Scale)	\$5,000.00
	Change of Zoning Designation (Small-Scale)	\$2,500.00
	Land Development Code Text Amendment	\$1,500.00
	Water/Sewer Agreement	\$300.00
	Voluntary Annexation	\$2,000.00
	PUD Modification	\$1,500.00
	Re-Plat/Preliminary Plat (< 20 units)	\$3,000.00
	Re-Plat/Preliminary Plat (≥ 20 units)	\$5,000.00
	Re-Plat/Final Plat	\$1,500.00
	Vacation of/Opening of public right-of-way	\$3,500.00
	New Telecommunications Structure	\$2,500.00
	Collocation/modification of telecom structure (within public ROW)	\$50.00
	Small Cell (telecom) outside public ROW (per application)	\$250.00
	Revision to applications (ea.)	\$400.00
<i>Technical Review Committee (TRC)</i>		
	TRC Engineering Review (external)	Consultant hourly rate
	TRC "First Step" (staff consultation)	No Charge
	TRC Site Plan Review (including 2 re-submittals)	\$400.00 + 2% of infrastructure cost (max. \$4,400.00)



	Additional resubmittal (ea.)	½ orig. Plan Review fee
<i>Community Redevelopment Area (CRA) Projects</i>		
	TRC Engineering Review (external)	Consultant hourly rate
	TRC “First Step” (staff consultation)	No Charge
	TRC Site Plan Review (including 2 re-submittals)	\$1,000.00
	Additional resubmittal (ea.)	\$500.00
	Change of Use Determination Letter	\$50.00
	Minor Amendment to Local Development Order	\$150.00
<i>Site Infrastructure Permit</i>		
	First \$1,000.00 of job cost	\$160.00
	Each additional \$1,000.00 of job cost	\$14.00
<i>Tree Removal Permit</i>		
	Tree Inspection (≤ 5 trees)	\$200.00
	Tree Inspection (> 5 trees)	\$500.00
	Tree Removal (per tree)	\$150.00
	“In Lieu” (per inch [DBH] of remediated tree	\$100.00
<i>Zoning Review Permit</i>		
	Non-structural fence	\$50.00
	Concrete/Asphalt Pad > 150 s.f.	\$50.00
	Exempted accessory Structures (<12' ridge ht, ≤ 150 s.f., non-aluminum)	\$100.00
	Exempted Residential Deck (≤ 12" above grade and ≤ 150 s.f.)	\$100.00
	After-the-Fact Zoning Permit	\$200.00
<i>Right of Way Use Permit</i>		
	Right of Way Use	\$35.00
<i>Temporary Use Permit (as provided in LDC Section 5.02.00)</i>		
	Seasonal Sales	\$100.00
	Movable Module Storage Units (PODs) (14-day permit)	\$25.00
	Construction Trailer/Model Home/Sales Office	\$100.00
	Tent Permit (includes Seasonal Fee + Tent Fee + Fire Marshal Fee)	\$160.00
<i>Sign Permit (based upon value of sign)</i>		
	\$0-\$100	\$60.00
	\$101-\$500	\$70.00
	\$501-\$1,000	\$80.00
	Each \$1,000 > \$1,000	\$7.00
<i>Administrative</i>		
	Large-Scale Plan Review (with building permit; commercial, single-family residential, additions > 625 s.f.)	\$250.00
	Small-Scale Plan Review (with building permit; accessory structures > 150 s.f., additions < 625 s.f.; screen/patio enclosures)	\$100.00
	Expedited Plan Review (with building permit; 5 business days)	\$500.00



City of Fernandina Beach

Planning & Conservation

	Dept of Environmental Protection Letter (incl. one revision)	\$200.00
	Dept of Environmental Protection Letter (add'l revision; ea.)	\$35.00
	Zoning Certification Letter	\$100.00
	Due Diligence Letter	\$250.00
	Minor Subdivision/Lot Line Adjustment	\$600.00
	Context Sensitive Review Determination	\$400.00
	NSF Check Fee	\$40.00 or 5% of face value (whichever is greater)
	Public School Concurrency Administrative Review Fee	\$100.00
<i>Plan Hard Copies</i>		
	Comprehensive Plan	\$50.00
	Land Development Code	\$50.00
	Community Redevelopment Area Design Guidelines	\$50.00
	Design Guidelines for Downtown or Old Town	\$50.00
<i>Miscellaneous Fees</i>		
	Administrative Waiver	\$400.00
	Administrative Waiver (for Tree Protection only)	\$100.00
	Traffic Concurrency Determination	\$2,500.00
	Parking in Lieu Fee (surface space)	\$2,000.00
	Parking in Lieu Fee (structure space)	\$9,000.00
<i>Ron Sapp Egans Creek Greenway</i>		
	Open Green Space Half Day Private Use – City Resident	\$200.00
	Open Green Space Half Day Private Use – Non-City Resident	\$250.00
	Open Green Space Full Day Private Use – City Resident	\$400.00
	Open Green Space Full Day Private Use – Non-City Resident	\$500.00
	Open Green Space Half Day Commercial Use	\$500.00
	Open Green Space Full Day Commercial Use	\$750.00
	Open Green Space Half Day Non-Profit Use	\$150.00
	Open Green Space Half Day Non-Profit Use	\$300.00
	Greenway Tour (adult)	\$10.00
	Greenway Tour (<12 years old)	\$5.00
	<u>Greenway/Parks Commercial Tour Permit (month)</u>	<u>\$40.00</u>
	<u>Greenway/Parks Commercial Tour Permit (year)</u>	<u>\$400.00</u>



**Fee Schedule
Fiscal Year 2024-2025**

Police

Fee Type		Cost
<i>Services</i>		
	Copy of Accident/Incident Report	\$5.00
	Fingerprinting	\$10.00 \$15.00
	Background Check	\$15.00 \$20.00
<i>Special Events (three-hour minimum duration)</i>		
	Patrol Officer (single day event < 10 hrs)	\$40.00/hr \$45.00/hr
	Patrol Officer (> 10 hrs or more than one day event)	\$55.00/hr \$60.00/hr
	Patrol Officer (all federal holidays)	\$50.00/hr \$55.00/hr
	Senior Officer Supervisor (required for ea. 4 Patrol; single day event < 10 hrs)	\$50.00/hr \$55.00/hr
	Senior Officer Supervisor (> 10 hrs or more than one day event)	\$65.00/hr \$70.00/hr
	Senior Officer Supervisor (all federal holidays)	\$60.00/hr \$65.00/hr
	Police Service Aide (single day event < 10 hrs)	\$24.00/hr \$29.00/hr

Fire

Fee Type		Cost
<i>Plan Reviews</i>		
	Site Plan Review (Technical Review Committee)	\$100.00
	Multifamily/comm. Structures (1 review, 1 rough, 1 final inspection.)	35% of Building Permit Fee
	First re-submittal	No charge
	Second re-submittal	\$110.00
	Third re-submittal	4x original fee
	Minor revised plan review (after approval)	\$40.00
	Review of new plans after approval	\$68.00
<i>Inspection Fees</i>		
	Penalty for starting work without Fire Permit	2x original permit fee
	Re inspection for unprepared site	\$55.00
	Each additional re-inspection for unprepared site	\$110.00
	After hours/weekend/holiday inspections (2 hours allocated)	\$110.00
	After hours/weekend/holiday inspections (ea. additional hour)	\$55.00



	Annual/periodic/mandated State inspections	\$50.00
	Annual/periodic/mandated State Inspections (facility > 3,000 sf)	\$50.00 + \$7.00/1,000 sf (\$300 maximum)
Fire Sprinkler Systems <i>(Note: Fees below include cost of review, one hydrostatic inspection, & one final inspection)</i>		
	Fee for systems with < 50 heads	\$80.00
	Fee for systems with > 50 heads	\$80.00 (+\$1.00/head)
	Additional hydrostatic test inspections	\$54.00 ea.
	Private fire service water mains	\$100.00
	Standpipe Systems (if permitted separately)	\$100.00
	Fire Pumps	\$60.00
Fire Alarm Systems <i>(Note: Fees below include cost of plan review, & one final function test)</i>		
	Fire alarm control panel and < 10 devices	\$60.00
	Fire alarm control panel and > 10 devices	\$60.00 (+\$1.50/device)
Kitchen Hoods <i>(Note: Fees below include cost of plan review of 1 system, a light test, and one final inspection.)</i>		
	Commercial kitchen exhaust hood	\$60.00
	Kitchen hood fire suppression system	\$60.00
Other Permits/Services		
	Address assignments	\$20.00
	Address assignment verification letter	\$20.00
	Aircraft hangars	\$50.00
	Aircraft refueling vehicles	\$50.00
	Bonfires	\$100.00
	Carnivals and fairs	\$50.00
	Cutting and welding operations	\$50.00
	Explosives	\$100.00
	Fire insurance rating verification letter	\$10.00
	Public fireworks display	\$100.00
	Hot work operations	\$50.00
	Local Business Tax Receipt (LBTR) inspection	\$25.00
	Miscellaneous construction/installation	\$50.00
	Temporary sale of consumer fireworks	\$50.00
	Tents, canopies, other membrane structures	\$25.00
	Other required permits (FL Fire Prevention Code)	\$50.00
Special Events Services <i>(three-hour minimum)</i>		
	Fire engine	\$82.00/hr
	Ambulance	\$41.00/hr
	Firefighter/paramedic (single day event < 10 hrs)	\$40.00/hr \$45.00/hr
	Firefighter/paramedic (> 10 hrs or more than one day event)	\$55.00/hr \$60.00/hr



City of Fernandina Beach

Office of Public Safety

	Firefighter/paramedic (all federal holidays)	\$50.00/hr <u>\$55.00/hr</u>
	Fire Officer Supervisor (required for ea. 5 FF; single day event < 10 hrs)	\$50.00/hr <u>\$55.00/hr</u>
	Fire Officer Supervisor (> 10 hrs or more than one day event)	\$65.00/hr <u>\$70.00/hr</u>
	Fire Officer Supervisor (all federal holidays)	\$60.00/hr <u>\$65.00/hr</u>
	Ocean Rescue lifeguard (2 guard min; 1 guard/35 swimmers)	\$30.00/hr <u>\$35.00/hr</u>
<i>Emergency Medical Service Transport Services</i>		
	Basic Life Support	\$550.00
	Advanced Life Support	\$700.00
	Mileage	\$11.00/mile



**Fee Schedule
Fiscal Year 2024-2025**

Effective January 15, 2024

Monthly Commercial Sanitation Rate Schedule: ⁽⁴⁾

Waste Management of Florida, Inc. bills commercial customers directly effective January 15, 2024

Service Description	1-pull per week	2-pulls per week	3-pulls per week	4-pulls per week	5-pulls per week	6-pulls per week	7-pulls per week
Toters	\$19.73	\$39.46	\$59.19	\$78.92	\$98.65	\$118.38	\$138.11
2 Yard Dumpsters	\$59.74	\$119.48	\$179.22	\$238.96	\$298.70	\$358.44	\$418.18
4 Yard Dumpsters	\$119.45	\$238.90	\$358.35	\$477.80	\$597.25	\$716.70	\$836.15
6 Yard Dumpsters	\$179.18	\$358.36	\$537.54	\$716.72	\$895.90	\$1,075.08	\$1,254.26
8 Yard Dumpsters	\$238.89	\$477.78	\$716.67	\$955.56	\$1,194.45	\$1,433.34	\$1,672.23
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster	-	-
Fee	\$4.61	\$13.48	\$26.97	\$40.45	\$53.92	-	
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll Off Service Rate				<u>\$324.55 per pull plus disposal charges</u>			
Compactor Service Rate				<u>\$350.85 per pull plus disposal charges</u>			

Monthly Residential Sanitation Rate Schedule ⁽¹⁾

Service Description	Price includes 2 <u>1</u> pulls per week, <u>and</u> recycle, <u>and</u> yard waste
1 Toter	<u>\$21.18</u> \$27.68
2 Toter	<u>\$42.37</u> \$55.36
1 Toter with Roll Out/In Service	<u>\$36.80</u> \$39.37
2 Toters with Roll Out/In Service	<u>\$73.59</u> \$78.74
<u>Additional Toter w/o recycle</u>	<u>\$10.57</u>
Excess Charges Other Services	
Appliances & White Goods (per item)	<u>\$18.37</u> \$25.69
<u>10-yard roll-off (per haul)</u>	<u>\$300.07</u>
<u>20-yard roll-off price (per haul)</u>	<u>\$300.07</u>
<u>30-yard roll-off price (per haul)</u>	<u>\$300.07</u>
<u>Garbage compactor price per haul</u>	<u>\$324.38</u>
<u>Special Clean-up of right-of-way</u>	<u>\$165.00/hour</u>



City of Fernandina Beach

Office of Public Works-Operations

Special Cleanup (rear loader, driver & helper)	\$165.00/hour
Special Cleanup (grapple truck operator)	\$165.00/hour

⁽¹⁾ The refuse contract between the City and Waste Management allows for an annual increase.

Streets

Fee Type		Cost
<i>Yard Waste</i>		
	Weekly collection	\$5.92 \$6.16
	Excess collection (over 5 cubic yards), per yard	\$5.00 \$50 minimum (each pile is individually evaluated)
<i>Miscellaneous</i>		
	Right-of-way removal (unpermitted items [excluding temporary signs; see Code Enforcement])	\$100.00



**Fee Schedule
Fiscal Year 2024-2025**

Water

Fee Type		Cost	
<i>Base Charges (meter size; monthly)</i>			
	Single-Family Residential 5/8 inch	\$13.02	<u>\$13.64</u>
	Single-Family Residential 1.0 inch	\$30.04	<u>\$31.48</u>
	Single-Family Residential 2.0 inch	\$92.42	<u>\$96.86</u>
	Single-Family Residential 3.0 inch	\$183.17	<u>\$191.96</u>
	Single-Family Residential 4.0 inch	N/A	
	Single-Family Residential 6.0 inch	N/A	
<i>Other Uses (meter size; monthly) ⁽²⁾</i>			
	Other Uses 5/8 inch	\$13.02	<u>\$13.64</u>
	Other Uses 1.0 inch	\$30.04	<u>\$31.48</u>
	Other Uses 2.0 inch	\$92.42	<u>\$96.86</u>
	Other Uses 3.0 inch	\$183.17	<u>\$191.96</u>
	Other Uses 4.0 inch	\$285.25	<u>\$298.94</u>
	Other Uses 6.0 inch	\$568.90	<u>\$596.21</u>
	Multi-family (ea. additional unit)	\$11.34	<u>\$11.88</u>
	Multi-commercial (ea. additional unit)	\$13.02	<u>\$13.64</u>
<i>Commodity Charges (monthly)</i>			
	Residential use (per 100 cu ft; < 400 cu ft)	\$1.29	<u>\$1.35</u>
	Residential use (per 100 cu ft; 400 - 1000 cu ft)	\$1.72	<u>\$1.80</u>
	Residential use (per 100 cu ft; 1000 - 1600 cu ft)	\$1.82	<u>\$1.91</u>
	Residential use (per 100 cu ft; 1600 - 2400 cu ft)	\$2.04	<u>\$2.14</u>
	Residential use (per 100 cu ft; > 2400 cu ft)	\$2.48	<u>\$2.60</u>
	Other use (per 100 cubic feet; unlimited) ⁽²⁾	\$1.72	<u>\$1.80</u>
<i>Fire Line & Hydrant Charges (monthly)</i>			
	<u>2 inch</u>	\$7.13	<u>\$7.47</u>
	<u>4 inch</u>	\$22.27	<u>\$23.34</u>
	<u>6 inch</u>	\$44.55	<u>\$46.69</u>
	<u>8 inch</u>	\$71.28	<u>\$74.70</u>
	<u>10 inch</u>	\$102.46	<u>\$107.38</u>
	<u>Hydrant per month (connection only)</u>	\$40.28	<u>\$42.21</u>
Note: the above charges incur a 25% surcharge for properties located outside of the Fernandina Beach corporate limits			
⁽²⁾ General service customers represent all customers that are not single family residential			
<i>Connection Charges</i>			
	<2.0 inch service connection (per connection)	\$1,500.00	



City of Fernandina Beach

Utilities

	> 2.0 inch connection (per connection)	Actual Cost
	Road bore < 3.0 inch	Actual Cost
	2.0-inch main extension (per foot)	\$15.00
	4.0-inch extension (per foot)	\$20.00
	6.0-inch extension (per foot)	\$30.00
	8.0-inch extension (per foot)	Actual Cost
	<u>Fireline Connection</u>	<u>\$1,500.00</u>
	<u>Road Repair</u>	<u>\$1,500.00</u>
	<u>Sidewalk Repair</u>	<u>\$1,500.00</u>
	<u>Driveway Repair</u>	<u>\$1,500.00</u>
Meter Installation		
	5/8-inch, 3/4 inch	\$250.00
	1.0 inch	\$334.78
	> 1.0 inch	Actual Cost
	Additional meter box next to existing	\$750.00
Miscellaneous Services		
	Customer Deposit (new applicants; delinquent customers)	3 months of service
	Returned Check or Electronic Funds Transfer Charge (per occurrence)	\$29.00 Return of \$50 or less - <u>\$25.00 Charge</u> Return that exceeds \$50.00 but less than \$300.00 - \$30.00 charge Return exceeding \$300.00 - \$40.00 charge or an amount of up to 5% of the face value, whichever is greater
	Turn-on/turn-off for non-payment (per occurrence)	\$65.00
	Hydrant flow test (per hydrant)	\$100.00
	Backflow device testing (per backflow)	\$100.00
	Account processing fee (per occurrence)	\$10.00
	Service call (per occurrence)	\$45.00
	After hours service call (per occurrence)	\$145.00
	Late Payment Fee	18% annually
	Fire hydrant installation	\$4,500.00
	<u>Fire hydrant Relocation</u>	<u>Actual Cost</u>
	<u>Raise Service</u>	<u>\$500.00</u>
	<u>Upgrade Service</u>	<u>\$500.00</u>
	<u>Relocate Service</u>	<u>\$500.00</u>
	<u>DOT Permit Fee</u>	<u>\$1,500.00</u>
<i>*Note: The City reserves the right to charge the costs of repairs for damage caused to City property.</i>		

Wastewater



Fee Type		Cost	
Base Charges (meter size; monthly)			
	Single-Family Residential 5/8 inch	\$32.66	\$34.23
	Single-Family Residential 1.0 inch	\$78.74	\$82.52
	Single-Family Residential 2.0 inch	\$247.72	\$259.61
	Single-Family Residential 3.0 inch	\$493.50	\$517.19
	Single-Family Residential 4.0 inch	\$872.22	\$914.09
Other Uses (meter size; monthly)			
	Other Uses 5/8 inch	\$32.66	\$34.23
	Other Uses 1.0 inch	\$78.74	\$82.52
	Other Uses 2.0 inch	\$247.72	\$259.61
	Other Uses 3.0 inch	\$493.50	\$517.19
	Other Uses 4.0 inch	\$872.22	\$914.09
	Multi-family (ea. additional unit)	\$30.73	\$32.21
	Wastewater only (residential use; per dwelling unit)	\$53.63	\$56.20
	Multi-commercial (ea. additional unit with fixtures)	\$32.66	\$34.23
Commodity Charges			
	Residential use (per 100 cu feet; max. 1000 cu ft)	\$2.45	\$2.57
	Non-residential use (per 100 cubic feet; unlimited) ⁽²⁾	\$2.45	\$2.57
(Note: the above charges incur a 25% surcharge for properties located outside of the Fernandina Beach corporate limits)			
⁽²⁾ General service customers represent customers that are not single family residential.			
Industrial Facilities			
Note: Only domestic type wastewater will be accepted from industrial sites. All industrial wastewaters will be metered at the discharge of the industrial customer’s lift station. This meter will be accessible and read monthly by the city and yearly check by the customer and city for accuracy.			
	Per 12,775 gallons	\$64.92	\$68.04
Septic Tank Waste Disposal			
	Private/commercial disposal of domestic septic waste (per gallon)	\$0.069	
	Sample/analysis for BOD (per CM; subject to 82-181) and subject to same Requirements of 82-181.	\$58.35	
Connection Charges			
	Low pressure 2.0 inch service <u>Service Connection (per connection)</u>	\$1,500.00	
	Low pressure > 2.0 inch service	Actual Cost	
	Road bore (2.0 inch service)	Actual Cost	
	Core Manhole bore for service	\$650.00	
	2.0-inch force main extensions (per foot)	\$15.00	
	4.0-inch force main extensions (per foot)	\$20.00	



City of Fernandina Beach

Utilities

	6.0-inch gravity extension (per foot)	\$35.00 <u>\$30.00</u>
	8.0-inch gravity extension (per foot)	\$40.00 <u>Actual Cost</u>
	<u>Asphalt Road Repairs (per slab)</u>	<u>Actual Cost \$1,500.00</u>
	<u>Sidewalk Repairs (per slab)</u>	<u>\$1,500.00</u>
	<u>Driveway Repairs (per slab)</u>	<u>\$1,500.00</u>
	<u>Sewer Main Tap</u>	<u>\$650.00</u>
	<u>Sewer Meter Install</u>	<u>Actual Cost</u>
	<u>Dewatering Service</u>	<u>\$500.00</u>
	<u>Road Overlay</u>	<u>\$2,500.00</u>
<u>Miscellaneous Services</u>		
	<u>DOT Permit Fee</u>	<u>\$1,500.00</u>
	<u>DEP Permit Fee</u>	<u>\$1,500.00</u>
	<u>Inspection Fee</u>	<u>\$45.00</u>
	<u>Re-Inspection Fee</u>	<u>\$50.00</u>
<i>*Note: The City reserves the right to charge the costs of repairs for damage caused to City property.</i>		

Stormwater

Fee Type		Cost
<u>Miscellaneous Services</u>		
	Customer Deposit (new applicants; delinquent customers)	3 months of service
	Residential Single Family (Per residential unit)	\$13.06 \$13.69
	Residential Single-Family w/ Private stormwater system (Per residential unit)	\$6.53 \$6.84
	Residential Multi-Family (Per residential unit)	\$6.53 \$6.84
	Residential Multi-Family w/ Private stormwater system (Per residential unit)	\$3.27 \$3.43
	Commercial (Per commercial unit)	\$13.06 \$13.69
	Commercial w/ Private stormwater system (Per commercial unit)	\$6.53 \$6.84
	Multi-unit commercial (Per commercial unit)	\$6.53 \$6.84
	Multi-unit commercial w/ Private stormwater system (Per commercial unit)	\$3.27 \$3.43
	Late Payment Fee Amount of Unpaid Utility Bill	1.5% Rate Monthly
<u>Miscellaneous Services</u>		
	<u>Inspection Fee</u>	<u>\$45.00</u>
	<u>Re-Inspection Fee</u>	<u>\$50.00</u>
<i>*Note: The City reserves the right to charge the costs of repairs for damage caused to City property.</i>		