



AGENDA
Regular City Council Meeting
Monday, December 5, 2022, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Administer Oaths of Office
 - Nia Livingston, City Council, Seat 5
 - Josh Messinger, City Council, Seat 4
 - B. Presentation of FCCMA Award to Neptune Beach for 30th Year of Council-Manager Form of Government - Jim Hanson
3. APPROVAL OF MINUTES
 - A. November 7, 2022, Regular City Council Meeting
November 9, 2022, Emergency City Council Meeting (T.S. Nicole)
November 21, 2022, Special & Workshop City Council Meeting (Rescheduled)
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Departmental Reports
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
8. ORDINANCES
 - A. ORDINANCE NO. 2022-08, An Ordinance Amending the Operating Budget for the City of Neptune Beach, Florida, For Fiscal Year 2023, Beginning October 1, 2022, and Ending September 30, 2023.
 - B. ORDINANCE NO. 2022-09, An Ordinance of the City of Neptune Beach, Florida, Amending Section 2-28, Agenda; Providing for Severability; and Providing an Effective Date.
9. OLD BUSINESS
 - A. Consideration of Award of CONB 2022-03, Neptune Beach Activity Center Porch and

Exterior Finishes

- B. Consideration of Approval of Amended and Restated Revocable License Agreement - 2050
Kings Circle South

10. NEW BUSINESS / NONE

11. COUNCIL COMMENTS

12. ADJOURN



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 7, 2022, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, November 7, 2022, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:
 Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Lauren Key
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:
 City Manager Stefen Wynn
 City Attorney Zachary Roth
 Chief Financial Officer Danielle Dyer-Tyler
 Police Chief Richard Pike
 Public Works Director Jim French
 Grants and Resiliency Coordinator Colin Moore
 Senior Center Director Leslie Lyne
 Mobility Management Director Megan Steward
 City Clerk Catherine Ponson

**Call to Order/Roll
Call/Pledge**

Mayor Brown called the meeting to order at 6:00 p.m. and Councilor Messinger led the Pledge of Allegiance.

APPROVAL OF MINUTES

Minutes

Made by Messinger, seconded by Key.

MOTION: TO APPROVE THE FOLLOWING:

September 7, 2022, Regular City Council Meeting
September 19, 2022, Special City Council Meeting
September 19, 2022, Workshop City Council Meeting
September 27, 2022, Special City Council Meeting (Hurricane Ian)
October 3, 2022, Regular City Council Meeting
October 17, 2022, Special City Council Meeting
October 17, 2022, Workshop City Council Meeting

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown
Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comments Richard Curtis, 111 Cherry Street, Neptune Beach, spoke in support of short-term rentals. He stated there are advantages for the community in terms of tax revenue. He encouraged the City Council to shorten the 28-day minimum stay to 7 days.

Shellie Thole, 124 Margaret Street, Neptune Beach, requested another public comment period at the end of the meetings.

COMMUNICATIONS / CORRESPONDENCE / REPORTS

City Manager Report City Manager Stefen Wynn presented the City Manager report. He reported on the new technology and how City staff has been looking at ways of improving communication. The City's website is now www.nbfl.gov. There is also a new app to help interface with residents. It is called "Access Neptune." More information will be coming as staff is currently testing the new app.

He continued by reviewing Neptune House maintenance. He reported that the City is out to bid on the Senior Center Activity Center Porch and Exterior Finishes. It is a rebid and is due on November 16, 2022. He presented and unaudited five-year look back at donations and operating expenses for the Senior Center since FY2018. He also presented a construction cost to-date of what has been spent and what is in donation revenue for surplus. Mr. Wynn gave an update on Public Works projects and reports.

All City Manager reports can be found in their entirety at : <https://www.nbfl.gov/city-manager/pages/city-manager-reportsdepartmental-score-cards>

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE**ORDINANCES / NONE****OLD BUSINESS**

Res. No. 2022-07, Fees Resolution No. 2022-07, A Resolution of the City of Neptune Beach, Florida, Adopting a Schedule of Fees to be Instituted for Various City Services; Providing for Severability and Providing an Effective Date.

Councilor Messinger commented that he appreciated all of the staff time that has gone into this resolution. Additionally, by having this in one place, a business or resident does not have to hunt through our ordinances. It is a very good move forward for consolidation and transparency related to our fee schedules.

Vice Mayor Chin agreed with Councilor Messinger and added this was quite an undertaking, especially since Council asked for further analysis by looking at our sister cities. Next time they try to do the same thing, they will find the fees all in one place.

Made by Livingston, seconded by Chin.

MOTION: **TO ADOPT RESOLUTION NO. 2022-07, A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES TO BE INSTITUTED FOR VARIOUS CITY SERVICES**

Roll Call Vote:

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

Res. No. 2022-08,
Employee
Handbook

Resolution No. 2022-08, A Resolution of the City of Neptune Beach, Florida, Adopting An Employee Handbook; and Providing an Effective Date.

Vice Mayor Chin stated that from his understanding from the City Clerk's communication, this was put together by the HR consultants who handle this for a living and is their expertise. It combines a different policies and resolves ambiguities and conflicts. He added that this is staff policy and it is something Council shouldn't be digging into.

Councilor Key remarked that she felt differently. She stated there were things that she wondered how is this related to an employee handbook. One of them being the social media policy. It states "The City also reserves the right to turn off the ability of employees or third parties to post or comment, in its discretion. The City does not intend to create a public forum, but to maintain a forum related to topics posted by the City."

Councilor Key commented that this sounds less like an employee policy and more like a city policy for its residents. She disagrees with it. When she looks at what other cities do in terms of communication or allowance of commenting, she did not find any that had commenting turned off. There is a rub with citizens that comments have been turned off. There is not the necessity to engage but there is an opportunity to see where things lie when we do make a post.

Mayor Brown requested someone address comments being turned off and how it is being handled in the handbook.

City Attorney Zachary Roth stated that it is not a legal question in the sense that we can have comments or we cannot have comments. We have no legal obligation to have them on or off. It is a policy question. The language does not change anything. We don't have to say we have a right that we already have. There is no legal obligation to provide a forum on our social media or have social media at all.

Kathi Walker, with NewFocus HR, the consultant, stated that the commenting provisions were throughout the documents she gathered to create the new handbook. She stated there was a list in the new handbook of topics that employees should not be putting on the City social media site.

Councilor Livingston stated she does not see any issues. It puts everything in one place, especially with our union contracts.

Councilor Messinger stated he would like to see it spelled out that the Council has a say if we are going to shut off communication with the public. That is a policy issue that we as a body would want to choose the agrees that we should have commenting. He questioned if this should be addressed in the employee handbook or does it need to go a separate path. They should follow each other.

Mr. Roth reported that the document states that we reserve the right to turn off comments. Since Council is the body passing this handbook, anything in it is at the discretion of Council. It does not need to be revised to say it is on or off.

The paragraph on page 43 and top of 44 in Section 515 reads "The Website Administrator will monitor the City-related social media, Web 2.0, and social networking outlets at least once a day to respond to messages and remove any messages deemed removable. If a City social media site allows comments or posts by third-parties, the City may terminate the site at any time. If the City continues to use the social media site, the City reserves the right to edit or remove any inappropriate content posted to the site. The City also reserves the right to turn off the ability of employees or third-parties to post or comment, in its discretion. The City does not intend to create a public forum, but to maintain a forum related to topics posted by the City."

Made by Messinger, seconded by Key.

MOTION: **TO ADD THE FOLLOWING TO THE END OF THE PARAGRAPH AT THE TOP OF PAGE 44, "ANY DECISION BY THE CITY TO TURN OFF THE ABILITY OF EMPLOYEES OR THIRD PARTIES TO POST OR COMMENT ON ITS SOCIAL MEDIA SHALL NOT OCCUR WITHOUT CONSENT OF CITY COUNCIL"**

Ms. Walker advised that allowing the time or discussion by Council could almost be detrimental.

Councilor Livingston agreed with Ms. Walker. She stated that adding this language could cause damage.

Councilor Key remarked that we are talking about what employees are allowed or not allowed to do. She takes issue with turning off of public comments from our social media page. She added that our social media page should be an open forum.

Vice Mayor Chin expressed that the Neptune Beach Official Facebook page is a one-to-many informational page that is used as a place for announcements. It is a way to promulgate information such as a boil water alert or events. Due to the nature of those things, it is not necessary to have commenting. In terms of whether this cuts off communication with the public, each Councilor is free to engage with the public on their own social media profiles. This is not something that is regulating the behavior of the Councilors.

Councilor Messinger agrees that we should have commenting. There are policies and ways in which it can be civil. The City should reserve the right to remove a racist or any other vulgar post. He is referring to a broader, overarching policy.

Ms. Walker stated that we are muddying the waters between residents and what is for employees. When she sees the phrase "third-parties" posting or commenting, she is thinking about the City's responsibilities to protect employees from harassment or discrimination. She would not mind if the entire paragraph was removed.

Mayor Brown remarked that we have to take down something that is offensive immediately and we reserve the right to do that.

Mr. Roth advised that if the paragraph is in the document or not in there, we have the same rights.

Councilor Livingston suggested looking at what we can do and adding to a workshop to accomplish what we want to do.

Councilor Messinger rescinded his motion with the caveat that it is more appropriate to remove the discussed paragraph.

Made by Messinger, seconded by Key.

MOTION: **TO REMOVE THE DISCUSSED PARAGRAPH BEGINNING WITH "THE WEBSITE ADMINISTRATOR" AND ENDING WITH "TO TOPICS POSTED BY THE CITY."**

Councilor Key stated she would like to add it to an agenda to vote on if we are going to keep commenting off or not.

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

Made by Livingston, seconded by Chin.

MOTION: **TO ADOPT RESOLUTION NO. 2022-08, A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING AN EMPLOYEE HANDBOOK, AS AMENDED**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

NEW BUSINESS

Pete's Giving
Event

Pete's Giving Thanksgiving Day Event - November 24, 2022

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE PETE'S GIVING THANKSGIVING DAY EVENT ON NOVEMBER 24, 2022**

Roll Call Vote

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

Thanksgiving Day
Clydesdale Event

Anhueser-Busch Clydesdale Thanksgiving Day Event - November 24, 2022.

Made by Messinger, seconded by Key.

MOTION: **TO APPROVE THE ANHUESER-BUSCH CLYDESDALE THANKSGIVING DAY EVENT - NOVEMBER 24, 2022.**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Adjournment

There being no further business, the meeting adjourned at 7:20 p.m.

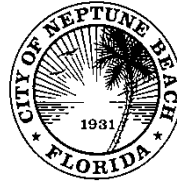
Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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MINUTES
SPECIAL CITY COUNCIL MEETING
TROPICAL STORM NICOLE
WEDNESDAY, NOVEMBER 9, 2022, 2:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Wednesday, November 9, 2022, at 2:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE:	STAFF:
	Mayor Elaine Brown	City Manager Stefen Wynn
	Councilor Josh Messinger	City Clerk Catherine Ponson

Call to Order/Roll Call/ Mayor Brown called the Special Meeting to order at 2:00 p.m.

Mayor Brown announced that the purpose of the Special Meeting was to declare a State of Emergency due to the threat of Tropical Storm Nicole.

Mayor Brown read into the record the Declaration of Emergency and officially declared the State of Emergency for the City of Neptune Beach.

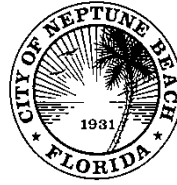
Adjournment There being no further business, the Special Meeting adjourned at 2:02 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL & WORKSHOP CITY COUNCIL MEETING
MONDAY, NOVEMBER 21, 2022, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, November 21, 2022, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:**IN ATTENDANCE:**

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Lauren Key (*absent*)
Councilor Nia Livingston (via CMT)
Councilor Josh Messinger (*absent*)

STAFF:

City Manager Stefen Wynn
City Attorney Zachary Roth
City Clerk Catherine Ponson

**Call to Order/Roll
Call/**

Mayor Brown called the meeting to order at 6:00 p.m.

Mayor Brown asked the City Attorney for an opinion regarding Council attendance in order to conduct a meeting as only two Council Members are present

City Attorney Zachary Roth explained that Florida Statute allows remote participation by Council Members only if there is a quorum physically present. There are two Council members present and Councilor Livingston is attending remotely. Her attendance does not count towards the quorum, therefore we lack a quorum and are unable to conduct a meeting.

Adjournment

Mayor Brown adjourned the meeting based on lack of a quorum at 6:02 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Agenda Item # 8A – Ordinance 2022-08, Amending FY 23 Budget
SUBMITTED BY:	City Manager Stefen Wynn
DATE:	December 2, 2022
BACKGROUND:	A conforming bid for CONB Bid 2022-03, NBSAC Porch and Exterior Finishes was received. The anticipated cost is \$366,869.14. Staff proposes the balance of \$173,676.21 within the donations available for the Senior Center be used to cover a portion of the Porch and Exterior Finishes at the Senior Center. Staff proposes the remaining balance of the anticipated cost come from ARPA funding. This FY23 budget amendment reallocates ARPA funds from the water and sewer funds and placed into the construction in progress funds for the Senior Center project. This item was deferred from November 29, 2022.
BUDGET:	See Budget Amendment Request 2023-01
RECOMMENDATION:	Consider Ordinance No. 2022-08, FY 23 at first read and move to a second read on January 3, 2022
ATTACHMENT:	Ordinance No. 2022-08 Budget Amendment Request 2023-01



ORDINANCE NO. 2022-08

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2023, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

WHEREAS, the City of Neptune Beach adopted an operating budget for fiscal year 2023,
and

WHEREAS, the nature of budgetary systems and those day to day decisions affecting such budgetary systems requires adjustments from time to time.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NEPTUNE BEACH, FLORIDA, that:

1. The Fiscal Year 2023 Final Budget be Amended as follows:

<u>GENERAL FUND</u>	<u>Original Budget</u>	<u>Amendment</u>	<u>Amended Budget FY 2023</u>
Revenue Additions: 001-0000-389-10-00 <i>Appropriated Fund Balances</i>	\$671,278	\$ 173,676	\$ 794,954
Total	\$671,278	\$ 173,676	\$ 794,954
<u>WATER & SEWER FUNDS</u>	<u>Original Budget</u>	<u>Amendment</u>	<u>Amended Budget FY 2023</u>
Expenditure Reductions: 401-4335-535-30-31 <i>Sewer Other Contractual Services</i>	\$587,000	(\$94,000)	\$ 493,000
Expenditure Reductions: 401-4336-536-30-31 <i>Sewer Other Contractual Services</i>	\$437,700	(\$100,000)	\$ 337,700
Total	\$1,024,700	(\$194,000)	\$ 830,700

**CONSTRUCTION IN
PROGRSS FUND:**

	Original Budget	Amendment	Amended Budget FY 2023
Revenue Transfers:			
102-0000-381-00-00	\$0	\$ 194,000	\$ 194,000
<i>CIP Interfund Transfer (In)</i>			
Revenue Transfers:			
102-0000-381-10-00	\$0	\$ 173,676	\$ 173,676
<i>General Fund Transfer (In)</i>			
Total	\$0	\$ 367,676	\$ 367,676

Section 2. The Ordinance shall become effective immediately upon its passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Josh Messinger
 Councilor Lauren Key
 Councilor Nia Livingston

Passed on First Reading on this 5th day of December, 2022.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Josh Messinger
 Councilor Lauren Key
 Councilor Nia Livingston

Passed on Second and Final Reading on this 3rd day of January, 2023.

ATTEST:

 Elaine Brown, Mayor

 Catherine Ponson, CMC
 City Clerk

Approved as to form and correctness:

 Zachary Roth
 City Attorney



BUDGET AMENDMENT REQUEST

DATE: _____

Name of Requestor: _____

Budget Amendment/Transfer Number: _____

Account Number	Project Number	Budget Amendment/Transfer	Description	Amount Increase/ (Decrease)	Current Budget	Revised Budget

REVIEW PROCESS:

Department Head	
Chief Financial Officer	
City Manager	

Date of Council Meeting Approval:

Mayor Elaine Brown

Explanation Page for Each Line Item Must Immediately Follow



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Agenda Item # 8AB– Ordinance No. 2022-09, Amending Code Section 2-28, Agenda
SUBMITTED BY:	Councilor Lauren Key
DATE:	December 2, 2022
BACKGROUND:	The City Council of the City of Neptune Beach frequently evaluates requests for approval of funding for projects and other expenditures. In evaluating such requests, backup documentation such as budgets, funding sources, historic expenditures, and related items assist the City Council in preparing questions and determining the appropriate response to such requests. The proposed ordinance amends Code Section 2-68, Agenda by adding the requirement that supporting documentation be included in the materials provided to Council. This was moved forward for first read at the November 29, 2022 Special Council Meeting.
BUDGET:	
RECOMMENDATION:	Consider Ordinance No. 2022-09 for First Read at the December 5, 2022 Regular City Council meeting
ATTACHMENT:	Proposed Ordinance Amending Section 2-28

**SPONSORED BY:
COUNCILOR KEY**



ORDINANCE NO. 2022-09

A BILL TO BE ENTITLED

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA,
AMENDING SECTION 2-28, AGENDA; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of Neptune Beach frequently evaluates requests for approval of funding for projects and other expenditures; and

WHEREAS, in evaluating such requests, backup documentation such as budgets, funding sources, historic expenditures, and related items assist the City Council in preparing questions and determining the appropriate response to such requests; and

WHEREAS, the Code of Ordinance of the City of Neptune Beach currently does not require any specific information be provided to the City Council at the time of preparation of the agenda regarding such matters; and

WHEREAS, the City Council desires to require certain information be included in all agenda packages provided to the City Council when certain matters are placed on the agenda; and

WHEREAS, the City Council has determined that such requirements will advance the City's interest in ensuring efficient and proper evaluation of financial matters brought before it.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:

SECTION 1. Section 2-28, of the Code of Ordinances of the City of Neptune Beach, Florida is hereby amended as follows:

Sec. 2-28. – Agenda.

All reports, communications, ordinances, resolutions, contract documents or other matters to be submitted to the city council shall, at least by noon of the Wednesday preceding each council meeting, be prepared by the city manager and delivered to the city clerk. The city clerk shall immediately arrange a list of such matters according to the order of business and furnish each member of the council, the mayor, the city manager and the city attorney with a copy of the same prior to the council meeting and as far in advance of the meeting as time for preparation will

permit. None of the foregoing matters shall be presented to the council by administrative officials except those of an urgent nature, and the same, when so presented, shall have the written approval of the mayor or city manager before presentation.

When an agenda item seeks approval of the city council for the expenditure of funds, support documentation for the request shall be included in the materials provided to the city council. The types of information to be provided include, as appropriate, budgets, revenue sources, historic expenditures, cost estimates, contracts, and other information demonstrating the source of funding and the total cost of the matter if approved.

SECTION 2. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 3. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 4. Effective Date. This ordinance shall take effect upon final reading and approval.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Nia Livingston
Councilor Lauren Key
Councilor Josh Messinger

Passed on First Reading this 5th day of December, 2022.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Nia Livingston
Councilor Lauren Key
Councilor Josh Messinger

Passed on Second and Final Reading this 3rd day of January, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Zachary Roth, City Attorney



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Agenda Item #9A, Senior Center Bid
SUBMITTED BY:	Stefen Wynn, City Manager
DATE:	December 2, 2022
BACKGROUND:	4.19.2021 Workshop - Introduction of Ordinance 2021-04 "Professional Services Requirements." 5.3.2021 Meeting - 1st Read of Ordinance 2021-04 "Professional Services Requirements." 6.7.2021 Meeting - 2nd & Final Read of Ordinance 2021-04 "Professional Services Requirements." 6.21.2021 Special Meeting - Approval of CONB RFQ 2021-02, Design Services for the NBSAC Porch and Exterior Finishes, Marquis, Latimer + Halback selected. 11.29.2021 Community Design Meeting - ML+H presented Conceptual Design for Front Porch & Exterior Finishes to Public & Gathered Feedback (See Attached Attendee List). 2.18.2022, via digital delivery from consultant, Permitting & Bid Set received from ML+H. 4.18.2022 Council Workshop - Final Design presented to Council for Consideration, Additional Design requested by Council at this meeting (Cupolas and shutters). 5.2.2022 Council Meeting - Final Design with requested additional design presented to Council for approval to go out to Bid. Additional Design Requested by Council at this meeting (Porch wrap around NE corner and SW corner). 8.22.2022 - 1st ITB submitted to potential bidders 9.6.2022 via digital delivery from consultant, SJRWMD permit received for porch and finishes. 9.16.2022 via digital delivery, Multiple bids were received. 9.19.2022 Meeting - Bids received included prices over \$300,000 - a formal bid process would be necessary. 9.23.2022 via digital delivery - Rejection of all bids received. 10.17.2022 Workshop - CONB BID NO. 2022-03 approved for release. 11.2.2022 via digital delivery - 1 non-conforming bid received, project placed for re-bid. 11.3.2022 CONB BID NO. 2022-03 (REBID) was resent to (9) direct-solicited contractors and placed on a procurement website. 11.16.2022 CONB BID NO. 2022-03 due, (1) conforming bid received from MESIC Construction Services. This was deferred at the November 29, 2022 Council meeting. A Summary from the CFO is attached
BUDGET:	MESIC Construction Services Total Bid Amount: \$366,869.14 PROPOSED: \$173,676.21 Available Surplus of Donation Revenue PROPOSED: \$194,000.00 ARPA (SLFRF) Funding - Treasury Final Rule - Addressing Public Health Negative Economic Impact: Public Sector Capacity, Presumed Eligible Population Served (Senior Citizens). Treasury Eligible subgroup 3.13.
RECOMMENDATION:	Staff recommends accepting the bid from Mesic Construction Services for CONB BID NO. 2022-03 (REBID) NBSAC Porch & Exterior Finishes
ATTACHMENT:	1.) Community Design Meeting Attendee List; 2.) NBSAC Construction Expenses; 3.) MESIC Construction Services Bid CFO Summary

MEMORANDUM

Project: 21.45.0 - Neptune Beach Senior Community Center
Re: 11/29/21 - Charrette Workshop Attendee Contact Info
Date: 11/30/2021

Introduction

Below is the attendee list and contact info.

Elected / City Officials:

Mayor Elaine Brown - elainebrown@nbfl.us
Councilor Kerry Chin - kerrychin@nbfl.us
Councilor Josh Messinger - joshmessinger@nbfl.us
City Manager Stefen Wynn - cm@nbfl.us
City Attorney Zachary Roth -
Senior Center Director Leslie Lyne - dsc@nbfl.us

Residents:

Deb S. - debsael@gmail.com
Gregory T. - g_taylor52@yahoo.com
Sharon W. - stwwilburn@comcast.net
Kathy L-D. - mkld65@gmail.com
Dee W. - dee.wagner@comcast.net
Shirley B. - shirleybowe@gmail.com
Carolyn - catcleanup@gmail.com
Chris C. - chris4nb@gmail.com
Art -
Marilyn B. -
Richard B. -

<GC>

Neptune Beach Senior Activity Center - Construction Expenses to Date (UNAUDITED)						
Account Number	Description	Amount	Year	Vendor	Description of Work	Approval Date
300-1110-569-60-65	Construction in Progress	\$ 100,000.00	2020	Vanguard Modular Approved by Council 9.8.2020	25% Down Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
300-1110-569-60-65	Construction in Progress	\$ 240,000.00	2021	Vanguard Modular Approved by Council 9.8.2020	60% Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
300-1110-569-60-65	Construction in Progress	\$ 60,000.00	2021	Vanguard Modular Approved by Council 9.8.2020	Final Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
300-1110-569-60-65	Construction in Progress	\$ 6,050.00	2021	Vanguard Modular	CO #1 Materials necessary to close up bard A/C units	Approved by City Manager due to Request to remove bard a/c units on 3/25/2021
300-1110-569-60-65	Construction in Progress	\$ 2,346.00	2021	Jackson Geotechnical Engineering	Soil Testing and Densities	Approved by CM & DPW in preparation of foundation for Sr. Center
300-1110-569-60-65	Construction in Progress	\$ 30,108.00	2021	Buehler A/C	6 New AC Condensers and HVAC installation in NBSAC	Approved at Special Council Meeting on 3/15/2021
300-1110-569-60-65	Construction in Progress	\$ 3,925.00	2021	Advantage Plumbing	Connection of all water and wastewater pipes for building	Approved at Special Council Meeting on 3/15/2021
300-1110-569-60-65	Construction in Progress	\$ 3,750.00	2021	Crawford Electric	NBSAC Electrical for new HVAC system	Approved by CM to complete the HVAC relocation
300-1110-569-60-65	Construction in Progress	\$ 31,369.80	2021	Limbaugh Electrical	NBSAC Electrical Transformer work	Approved at Special Council Meeting on 3/15/2021
300-1110-569-60-65	Construction in Progress	\$ 2,104.60	2021	Limbaugh Electrical	Material for Transformer Work	Approved by CM to complete energizing the NBSAC
300-1110-569-60-65	Construction in Progress	\$ 2,577.27	2021	Misc. Materials	Interior Finishes and Mechanical Closets	Approved by City Manager through various Purchase Authorizations cumulatively under \$10,000
300-1110-569-60-65	Construction in Progress	\$ 2,046.13	2021	Home Depot	Kitchen Appliances	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
300-1110-569-60-65	Construction in Progress	\$ 345.99	2021	Amazon	Kitchen Equipment	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
300-1110-569-60-65	Construction in Progress	\$ 1,344.31	2021	Amazon	Kitchen Equipment	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
300-1110-569-60-65	Construction in Progress	\$ 26,207.77	2022	ML+H	Exterior Finishes & Porch Design Services	Council Approved a NTE Price of \$35,721.66 on 6/21/2022
Total Expenses from Better Jax 1/2 cent Sales Tax		\$ 400,000.00				
Total Expenses from Donations		\$ 112,174.87	Donation Revenue		\$ (285,851.08)	
			Less Donation Expenses		\$ 112,174.87	
TOTAL		\$ 512,174.87	Available Donation Revenue (Surplus)/Deficit		\$ (173,676.21)	

SAC Summary

Danielle Dyer-Tyler <cfo@nbfl.us>

Fri 12/2/2022 2:30 PM

To: Elaine Brown <elainebrown@nbfl.us>; Kerry Chin <KerryChin@nbfl.us>; Lauren Key <LaurenKey@nbfl.us>; Nia Livingston <nialivingston@nbfl.us>; Josh Messinger <JoshMessinger@nbfl.us>

Cc: Stefen Wynn <cm@nbfl.us>; Catherine Ponson <clerk@nbfl.us>

📎 1 attachments (27 KB)

SAC Summary.xlsx;

Good afternoon Mayor & Council,

Please see the attached information for the Senior Activity Center (SAC). I have attached a summary of the expenditures to date, summary of ML&H design estimates as well as the only bid received. The second tab outlines the Senior Center approved FY 2023 budget. It is our suggestion that the additional funds requested for the SAC completion would be displayed as a decrease in the General fund annual contribution to the SAC budget. The SAC Budget tab has two scenarios an 8- or 10-year reduction of these monies.

Please note that it is better to show as a reduction of our donation because we are still in possession of the building as an asset. We cannot require a non-profit to have a loan with us using federal funds and the city maintains ownership.

In addition, the proposed ordinance regarding spending should be defined a bit more. There are many examples of items however, it is not defined as to what is sufficient support documentation. While I agree, this information is important for sound decision making for expenditures, it may be sound to require it as a best practice rather than an ordinance.

Thank you,

Danielle



Danielle J Dyer-Tyler
Chief Financial Officer
City of Neptune Beach, Florida
cfo@nbfl.us
904.270.2400 x 24

Senior Activity Center Building

Revenue - Project Funding	Donation:	\$	285,851.08			
	Better Jax Fund	\$	400,000.00			
Incurred Expenses - Interior				Vendor	Item	Approval
	\$	100,000.00		Vanguard Modular Approved by Council	25% Down Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
	\$	240,000.00		Vanguard Modular Approved by Council 9.8.2020	60% Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
	\$	60,000.00		Vanguard Modular Approved by Council 9.8.2020	Final Payment on new modular building for NB-SAC	Approved at Council Meeting on 9/8/2020
	\$	6,050.00		Vanguard Modular	CO #1 Materials necessary to close up bard A/C units	Approved by City Manager due to Request to remove bard a/c units on 3/25/2021
	\$	2,346.00		Jackson Geotechnical Engineering	Soil Testing and Densities	Approved by CM & DPW in preparation of foundation for Sr. Center
	\$	30,108.00		Buehler A/C	6 New AC Condensers and HVAC installation in NBSAC	Approved at Special Council Meeting on 3/15/2021
	\$	3,925.00		Advantage Plumbing	Connection of all water and wastewater pipes for building	Approved at Special Council Meeting on 3/15/2021
	\$	3,750.00		Crawford Electric	NBSAC Electrical for new HVAC system	Approved by CM to complete the HVAC relocation
	\$	31,369.80		Limbaugh Electrical	NBSAC Electrical Transformer work	Approved at Special Council Meeting on 3/15/2021
	\$	2,104.60		Limbaugh Electrical	Material for Transformer Work	Approved by CM to complete energizing the NBSAC
	\$	2,577.27		Misc. Materials	Interior Finishes and Mechanical Closets	Approved by City Manager through various Purchase Authorizations cumulatively under \$10,000
	\$	2,046.13		Home Depot	Kitchen Appliances	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
	\$	345.99		Amazon	Kitchen Equipment	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
	\$	1,344.31		Amazon	Kitchen Equipment	\$5,000 Delores Barr Weaver Grant received on 6/21/2021, went to pay for these purchases and is under \$10,000 Threshold
	\$	26,207.77		ML+H	Exterior Finishes & Porch Design Services	Council Approved a NTE Price of \$35,721.66 on 6/21/2022

Remaining Donation		\$	173,676.21
Proposed Expenses - Exterior MLH Proposed Landscape Cost	Hardscape	\$	102,630.00
	Landscape	\$	67,085.00
Total Costs Land & Hard Scap		\$	169,715.00
Remaining Donation		\$	3,961.21
Cost of Completion (based on BID Estimate)			
	General Condition	\$	59,931.70
	Foundation	\$	16,928.81
	Deck	\$	187,931.82
	Roof	\$	102,076.81
Remaining Expenses		\$	366,869.14
TOTAL Projected Outlay		\$	362,907.93

TOTAL Projected Outlay	\$	362,907.93
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Repayment Schedule

\$	45,363.49	8 Year
\$	36,290.79	10 year

Proposed Changes

Senior Activity Center Revenue

\$	48,000.00	Class Fees
\$	39,911.00	Travel Fees
\$	32,749.00	INTERFUND TRANSFER
\$	65,000.00	TRANSFER FROM GENERAL FUND

8 Year	10 Year
\$	\$
19,636.51	28,709.21

Reduce the amount Transferred to Senior Center until the Balance is repaid

	\$	11,500.00	DONATIONS
Total Revenue	\$	197,160.00	

\$	56,863.49	\$	47,790.79	Proposed increase in Donations/ Capital Campaign
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\$	89,500.00	REGULAR SALARIES
\$	7,640.00	PTO LIABILITY
\$	5,750.00	FICA
\$	6,875.00	RETIREMENT CONTRIBUTIONS
\$	10,975.00	LIFE & HEALTH INSURANCE
\$	750.00	WORKERS' COMPENSATION
\$	1,500.00	Medicare

Total Personnel	\$	122,990.00
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\$	41,570.00	PROFESSIONAL SERVICES
\$	-	OTHER CONTRACTUAL SERVICES.
\$	1,000.00	TRAVEL & PER DIEM
\$	2,100.00	COMMUNICATIONS SERVICES.
\$	8,000.00	UTILITY SERVICES
\$	4,500.00	INSURANCE
\$	1,500.00	REPAIRS & MAINTENANCE
\$	1,000.00	PROMOTIONAL & ADVERTISING
\$	4,500.00	OTHER CURRENT CHARGES
\$	5,000.00	OFFICE SUPPLIES
\$	5,000.00	OPERATING SUPPLIES

Total Operating Expense	\$	74,170.00
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Mesic Construction Services Inc.

General, Roofing, Plumbing, and Heating & Air contractors

CGC 1531163 CCC 1329289 CFC 1429278 CAC 1818849

Licensed and Insured

9046 Kentish Court Jacksonville, Florida 32257

Phone: (904)449-5113, Fax: (904)739-1043

Email: mesich@bellsouth.net

To the City of Neptune Beach

Thank you for the opportunity to bid the job that you have coming up. I have already filled out the paperwork and signed the letter for the bond, from my bond company. I filled out all the paperwork, let me know if I missed anything. Also, I would appreciate if you guys would go over my bid, to make sure everything is correct for you guys. If there is anything incorrect, I would like to be advised so I can fix it. I excluded the parking lots, concrete to the decking, and any electrical poles that needs to be moved. If you would like me to provide the bid for that work, I would like more time so I can achieve a proper bid for both parties. Or, we could include this into the second phase of the work.'

Also, we need 6-10 months to finish the project, when we have the shop drawings in with a permit in our hands.

If you have any questions, please reach out to me.

Mesic Construction Services

Hajurdin Mesic 11/15/2022

CITY OF NEPTUNE BEACH
BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2022-03



BID DUE:
November 16, 2022 at 2:00 PM (EDT)

**CITY OF NEPTUNE BEACH
CONB BID NO. 2022-03
NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES**

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**CITY OF NEPTUNE BEACH
CONB BID NO. 2022-03
NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES**

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APPENDIX "C"	Architectural Drawing Set
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APPENDIX "E"	Civil Landscape Schedules

SECTION 00020

REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (herein known as "Buyer"), Florida, will be accepting sealed Bids in triplicate, which will be received until **2:00PM, EDT, November 16, 2022**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, for the following:

NEPTUNE BEACH SENIOR ACTIVITY CENTER PORCH AND EXTERIOR FINISHES

The Selected Bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bond; and demobilization required to accomplish the Construction of a Covered Porch at the Neptune Beach Senior Activity Center located at 2004 Forest Avenue Neptune Beach, Fl. 32266.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

The Buyer will evaluate the Bids and the award will be made to the lowest, best, responsive, and most responsible Bidder selected by the Buyer.

Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. Due consideration also will be given to Bidders, other than certified minority business enterprises or minority persons, whose Bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises, minority persons as subcontractors, material suppliers or local preference for this project, should Bidder be awarded a contract.

A pre-Bid meeting will be held on **November 9, 2022 2:00 p.m., local time, at "Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach. Fl. 32266.** Representative of Owner will be present to discuss the Project followed by site visits. Anyone interested in submitting a Bid is strongly encouraged to attend. All Bidders will be responsible for any information discussed at the pre-Bid meeting.

*Questions should be directed in writing by email to the Issuing Office at pwbids@nbfl.us no later than **November 10, 2022 at 4:00 p.m., local time.***

Bids are due at 2:00 p.m., local time, November 16, 2022, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, and will be opened as soon thereafter as possible in the presence of

00020-1

the City Clerk and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the City Clerk's office.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2022-03 Senior Activity Center Porch and Exterior Finishes to be opened at 2:00 p.m., local time, November 16, 2022" addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefore.

Bidding Documents, drawings and any ADDENDA may be obtained from the Issuing Office for the Buyer, 116 1st St. Neptune Beach, Fl. 32266, pw bids@nbfl.us, telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. All Bidders shall be responsible for obtaining any information, documents and ADDENDA provided by the Issuing Office prior to the Bid. The Buyer shall not be responsible for full or partial sets of documents including ADDENDA, if any, obtained from sources other than the Issuing Office.

Bids require a five percent (5%) Bid Security in the form of a certified check or bank money order or a Bid Bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The City of Neptune Beach reserves the right to change the time and date of the pre-Bid meeting, to change the Bid due date and time, to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer in any manner thereof.

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00200

INSTRUCTIONS TO BIDDERS

Prepared By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office*—The office from which the Procurement Bidding Documents and Addenda, if any, are to be issued and where the bidding procedures are to be administered.
 - B. *Procurement Documents or Bidding Documents* —The Bidding Requirements and the proposed Contract Documents (including the advertisement or invitation to bid, Instructions to Bidders, Bid security form, standard forms, the Bid Form with any supplements, and any Addenda).

ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

- 2.01 Bidder may obtain complete sets of the Procurement Documents, in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid, from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Procurement Documents in good condition within 30 days after opening of Bids. Bidders must obtain a complete set of the Procurement Documents.
- 2.02 Bidder must use a complete set of the Procurement Documents in preparing the Bid; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Documents.
- 2.03 Buyer and Engineer make copies of Procurement Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services, and do not authorize or confer a license for any other use.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
- 3.02 Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Within ten (10) calendar days (240 hours) of bid opening date and time, the three (3) apparent lowest bidders shall provide the following minimum information to Buyer to demonstrate Bidders' qualifications, responsibility, responsiveness, and resources to successfully perform and complete the work. If Bidder subsequently does not provide complete information as outlined in this section to the Buyer within 10 days of the Bid Opening, the Buyer may consider Bidder to be in default or

non-responsive and reject the Bid, and the Buyer may then award the Bid to the next lowest conforming, responsive Bidder.

- A. Bidder's License Information: Include a Copy of Bidder's license(s).
- B. Bidder's Federal Employer Identification Number (FEIN).
- C. Bidder's SunBiz Document Number.
- D. Minimum Experience Requirements:
 - 1. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years.
 - 2. Proof that the Bidder is a licensed Florida General Contractor and has performed satisfactory work for a government entity in Florida within the last three (3) years.
 - 3. Proof of satisfactory completion on a minimum of three (3) reference projects of similar scope, size, and cost to this project, including performing satisfactory work for at least one project for a government entity in Florida as a general contractor. Each of these three (3) reference projects must be verifiable by reference and include the following minimum information:
 - a. Project Name
 - b. Project Location (city, state)
 - c. Brief Description of Project Substantiating Similarity to this Project
 - d. Date of Completion of Project
 - e. Owner's Name
 - f. Owner's Project Manager's Name, Phone Number, and Email Address: Contact
- E. Provide the resumes of the Bidder's proposed project manager and project superintendent with verification that they have a minimum of five (5) years of verifiable experience matching the scope, type and complexity of the construction services performed on this project, that are currently employed with Bidder's company, and the verifiable projects that include contacts, dates, and project descriptive information to the Buyer's complete satisfaction.
- F. Provide a list of all subcontractors proposed for the project who will perform work in the amount equal to, or greater than, \$10,000. Include the following information for each proposed subcontractor:
 - 1. Name of Subcontractor
 - 2. Type of Work Subcontractor will Perform
 - 3. Subcontractor's License Number (if applicable)
 - 4. MBE/WBE Status
 - 5. Local preference (Those business entities located within the city limits of Neptune Beach, Jacksonville Beach, and Atlantic Beach)
- G. Provide the Bidder's documentation of good faith efforts to utilize MBE/WBEs and local preference on this project. In the event of a low tie bid, the low bidder who proposes to

utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

- H. Current workload (project) commitments: Provide the Bidder's project commitments that includes project start date or projected start date, current project stage, anticipated completion date, contract value, location, brief project description, contact name, current contact phone number, current contact email, project name, Bidder's project manager, and Bidder's superintendent.
- I. Bidder's Bonding capacity verification: Provide the Bidder's bonding capacity verification using the form provided in Section 00440 Bonding Capacity Certification completed by the Bidder's bonding company stating that the Bidder has sufficient available bonding capacity for the project for the bonds required in the contract documents or a letter from the Bidder's bonding company with the equivalent information as the provided Bonding Capacity Certification form in Section 00440. The Contractor shall acquire and execute any Bonds as required in the contract documents prior to award of any contract.
- J. Bidder's Dun & Bradstreet (DUNS) number: Bidder to provide their Dun & Bradstreet (www.dnb.com) DUNS number. Buyer may request most recent financial statements and verifications to demonstrate the bidder has the financial resources to perform this project. Financial statements, when requested, **MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION WRITTEN ON THE OUTSIDE.** Per Florida Statutes, this information is exempt from public information requests."
- K. Bidder's Insurability: The Bidder shall provide Certificates of Insurance (COI) for all coverages and amounts specified in the Contract Documents within 15 days of Notice of Intent to Award. If Bidder fails to furnish all required insurance verification(s) within 15 days after the Notice of Award, Buyer may consider Bidder to be in default and annul the Notice of Award in accordance with Article 8.
- L. W-9 Federal ID Number Form (Section 00425) completely filled out.
- M. Bidder's Proposed Schedule in days from Notice to Proceed to Final Completion.

ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through the Issuing Office.
- 4.02 It is the responsibility of each Bidder to be familiar with the general nature of the Work and satisfy the Bidder as to all federal, state, and local Laws and Regulations and visit the Site(s) and become familiar with and satisfy Bidder as to the general, local, and Site(s) conditions that may affect cost, progress, and performance of the Work. The Bidder shall consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site(s); information and observations obtained from visits to the Site(s).
- 4.03 A pre-bid meeting will be held on November 9, 2022 at 2:00 p.m., local time at ***"Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach. FL. 32266.*** Anyone interested in submitting a bid is strongly encouraged to attend. The pre-bid meeting includes a site visit to

allow the bidders to acquaint and familiarize themselves with site conditions. To limit person-to-person contact please limit attendance to prime and major trades. All bidders will be responsible for any information discussed at the pre-bid meeting and familiarizing themselves with the site.

- 4.04 Interpretations or clarifications considered necessary by Buyer or Engineer in response to questions arising at the pre-bid conference will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 4.05 Any additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Seller.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted in writing to the Issuing Office at pwbids@nbfl.us.
- 5.02 Interpretations or clarifications considered necessary by Buyer or Engineer in response to such written questions will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Questions received after November 10, 2022 by 4:00 pm, local time may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Documents as deemed advisable by Buyer or Engineer.
- 5.04 Bidders shall have no contact related to this solicitation with the Buyer's employees or officials during this solicitation process outside of any pre-Bid meeting. This shall include from the time the solicitation is advertised until after the Bids are submitted. Unauthorized contact with Buyer's employees or officials may result in rejection of the bid. All communications with Buyer shall be in writing to the office indicated in this section or advertisement.

ARTICLE 6—BID SECURITY

- 6.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of **5 (five)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. Such Bid bond will be issued in the form included in the Procurement Documents.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Owner) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished all required insurance verification, furnish an executed current version of IRS form W-9, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract, provide all required insurance verification to the satisfaction of the Buyer, furnish an executed current version of IRS form W-9, and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be

forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

- 6.03 The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 7—PROCUREMENT CONTRACT TIMES

- 7.01 The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the applicable provisions of the Procurement Contract.

ARTICLE 8—LIQUIDATED DAMAGES

- 8.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, substantial completion, and final completion are set forth in the Procurement Contract.

ARTICLE 9—"OR-EQUAL" ITEMS

- 9.01 The Procurement Contract, if awarded, will be based on material and equipment specified in the Procurement Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Procurement Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to the Buyer and/or Engineer, application for such acceptance will not be considered by Buyer and/or Engineer until after the Effective Date of the Procurement Contract. The procedure for submittal of any such application by Seller and consideration by the Buyer and/or Engineer is set forth in the General Conditions and may be supplemented in the Procurement Documents.

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Procurement Documents. Additional copies of Procurement Documents may be obtained from the Issuing Office.
- 10.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Change," or "Not Applicable" may be entered.
- 10.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 10.04 Bidder shall:
 - A. Sign the Bid Form as indicated in the Bid Form.

- B. Include evidence of authority to sign.
 - C. Provide information on the individual to be contacted for any communications regarding the Bid including name, postal address, e-mail address, and telephone number.
 - D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 10.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth of the Bid Form.
- 10.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that:
- A. The Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Procurement Documents.
 - B. The Bidder has provided all written notice prior the submission of its Bid of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Procurement Documents and confirms that the written resolution thereof is acceptable to Bidder.
 - C. The Bidder has satisfied themselves that the Procurement Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
 - D. It is the Bidder's responsibility to read the Procurement Documents and Procurement Contract. Any variances must be clearly noted by the Bidder and attached as an appendix to the Bid. Bids may be considered nonresponsive if the Bidder communicates or submits any variances after the Bid opening date. If no variances or objections are submitted with the Bidder's submission it is hereby implied that no objection is taken with the solicitation documents or contract terms and conditions.

ARTICLE 11—BASIS OF BID; COMPARISON OF BIDS

11.01 *Unit Prices*

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.
- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

11.02 *Buyer's Contingency Allowance*

- A. If Buyer has stipulated a Buyer's Contingency Allowance in the Bid Form, such Buyer's Contingency Allowance is the same for all Bidders and is not a factor in determining the apparent low Bid.

- 11.03 Award may be made to the responsible Bidder that provides the lowest Bid amount for any combination of Parts to the Base Bid plus selected additive Alternate Bids which Buyer determines provides the most beneficial combination of alternatives within the funds available.

ARTICLE 12—SUBMITTAL OF BID

- 12.01 Bidder shall refer to the Request for Bids (advertisement) for specific identification of the date, time, and place where Bids are to be submitted.
- 12.02 Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of the Bid Form.
- 12.03 A Bid must be submitted in triplicate no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Submit the Bid in an envelope plainly marked on both sides with the "BID ENCLOSED", Project title, Bid number, bid opening date and time, and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED" on both sides so as to guard against opening the Bid prior to the date and time set therefore and easily identifiable from normal mail and deliveries.
- 12.04 All Bidders will be responsible for any information provided by the Issuing Office.
- 12.05 Bids will not be valid unless received in triplicate before the Bid deadline identified the Request for Bids (advertisement).
- 12.06 Bidders will be responsible for any Bid submission prior to date and time set therefore.

ARTICLE 13—MODIFICATION OR WITHDRAWAL OF BID

- 13.01 A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 13.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 14—OPENING OF BIDS

- 14.01 Bids will be publicly opened at the time and place indicated in the Request for Bids (advertisement) and read aloud, unless obviously non-responsive. An abstract of the amounts of

the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for the period stated in the Procurement Documents, but the Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

- 16.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
- 16.02 Buyer further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible or the Bidder, is behind by 10 percent or more on completing an approved progress schedule for the Buyer at the time of advertising the work. A Bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete the prescribed forms, modifying the Bid specifications, submitting conditional Bids, incomplete Bids, submitting indefinite or ambiguous Bids, executing forms or the Bid sheet with improper and/or undated signatures, failure to provide all required information Bids containing any conditions, omissions, unexplained erasures, alterations of the provided bid documents or forms, or items not called for in the bid documents. Other conditions which may cause rejection of the Bids include, evidence of collusion among Bidders, obvious lack of experience or expertise, and failure to perform or meet financial obligations on previous agreements. Buyer may also reject the Bid of any Bidder if the Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 16.03 Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.04 Buyer will reject the Bid of any Bidder that the Buyer finds that the Seller failed to furnish a Bid Security, complete, properly executed, and in the minimum amount stated.
- 16.05 In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 16.06 In evaluating Bidders, Buyer will consider the qualifications of Bidders, WBE/MBE utilization, local preference utilization and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Procurement Documents. In the event of a low tie bid, the low bidder who proposes to utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

- 16.07 If the Buyer awards the Procurement Contract, such award will be to the lowest, best, responsive, and most responsible bidder.
- 16.08 The Buyer will evaluate the Bids and the award will be made to the lowest responsive, responsible bidder. Certified minority business enterprises or minority persons as defined in F.S.s. 288.703 are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.
- 16.09 The lowest, responsive, responsible bidder may voluntarily reduce its bid price or prices provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Procurement Documents that would alter the determination of which the bidder would be awarded or portion thereof when in the best interest of the Buyer.

ARTICLE 17—BONDS AND INSURANCE

- 17.01 The General Conditions and the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT

- 18.01 When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Documents. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Documents to Buyer. The Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Documents.

ARTICLE 19—SALES AND USE TAXES

- 19.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Buyer is exempt from state sales and use taxes on materials and equipment to be incorporated in the Project.
- 19.02 At the Buyer's option, the Seller shall be required to provide the Buyer with the details of his Purchase Order(s), including quote(s), vendor name, address, and quantity and type of materials and/or equipment being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Seller) for the materials shall be a direct deduct from the Seller's contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.
- 19.03 Should the Buyer choose to purchase any materials and/or equipment for tax saving purposes, it shall be the Seller's responsibility to ensure conformance with Contract Documents, coordinate

ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Seller had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Seller for the Seller's review of accuracy and correctness of the Shop Drawings, and the Seller shall provide an approval action on each product. The Seller shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action. After the Seller and Engineer have reviewed and approved the Shop Drawings, they then shall be submitted to the Buyer for review.

- 19.04 The Contractor shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

SECTION 00300

BID FORM

CONB BID NO. 2022-03
Neptune Beach Senior Activity Center
Porch and Exterior Finishes

This Bid is submitted to **The City of Neptune Beach.**

In submitting this Bid, the Bidder represents that:

1. The Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is (or are) named herein and that no other person who is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion, fraud or coercive practices;
2. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid, and the Bidder has not solicited or induced any individual or entity to refrain from bidding;
3. The Bidder further declares that the Bidder has examined the Point of Destination and the site of the Work and is fully informed in regard to all conditions pertaining to the places where the Work is to be performed that may affect the delivery, cost, progress, or furnishing the Work;
4. The Bidder is familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
5. The Bidder has carefully examined and studied the Procurement Documents for the Work, and that the Bidder has read all the provisions furnished prior to the opening of bids, and that the Bidder is satisfied as to the work to be performed;
6. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
7. The Bidder further understands that the Buyer reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer;
8. Bidder accepts all terms and conditions of the Procurement Documents;
9. The Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance to provide all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work;
10. Bidder has given the Buyer and/or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Bidder;
11. The Procurement Documents are generally sufficient to indicate and convey understanding of all

terms and conditions for performance of Seller's obligations under the Procurement Contract;

12. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Buyer in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the contract in full and complete it in accordance with the Procurement Documents to the full satisfaction of the contract with the Buyer with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions, Special Conditions, and contract documents.
13. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Procurement Documents, that without exception the Bid (including all Bid prices) is premised upon furnishing all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work as required by the Procurement Documents.

Bid Schedule:

Unit Price Bids: The Bidder will furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to complete the Work in accordance with the Procurement Documents for the following Unit Price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, notice of commencement, notice of termination, surveying, as-builts, temporary shoring and protection, permit close-out, temporary utilities, utility locating, utility coordination, utility relocations, utility owner coordination, etc.	LSUM.	1	\$	\$
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$	\$
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$	\$
10	10" #5 Rebar	ea	240	\$	\$
11	18" #5 Rebar	ea	28	\$	\$
12	48" #5 L-Bar (rebar)	ea	58	\$	\$
13	Concrete	CY	5.25	\$	\$

14	2x12x20 Joists & Posts	ea	10	\$	\$
15	2x12x18 Joists & Posts	ea	12	\$	\$
16	2x12x16 Joists & Posts	ea	50	\$	\$
17	2x12x10 Joists & Posts	ea	18	\$	\$
18	2x12x8 Joists & Posts	ea	7	\$	\$
19	2x10x14 Joists & Posts	ea	66	\$	\$
20	2x10x12 Joists & Posts	ea	2	\$	\$
21	2x10x10 Joists & Posts	ea	20	\$	\$
22	2x10x8 Joists & Posts	ea	14	\$	\$
23	6x6x10 Joists & Posts	ea	68	\$	\$
24	ABU66Z (10) Joists & Posts	ea	68	\$	\$
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$	\$
26	LUS210Z (50)	ea	244	\$	\$
27	LUS210-2Z (25)	ea	24	\$	\$
28	2x12x16 Beams & Roof	ea	4	\$	\$
29	2x12x10 Beams & Roof	ea	24	\$	\$
30	2x12x8 Beams & Roof	ea	17	\$	\$
31	2x12x12 Beams & Roof	ea	2	\$	\$
32	2x12x18 Beams & Roof	ea	90	\$	\$
33	2x10x16 Beams & Roof	ea	24	\$	\$
34	2x10x24 Beams & Roof	ea	6	\$	\$
35	2x10x20 Beams & Roof	ea	2	\$	\$
36	2x10x10 Beams & Roof	ea	3	\$	\$
37	2x10x8 Beams & Roof	ea	4	\$	\$
38	2x6x24 Beams & Roof	ea	2	\$	\$
39	2x8x16 Beams & Roof	ea	2	\$	\$
40	2x8x12 Beams & Roof	ea	2	\$	\$
41	2x8x10 Beams & Roof	ea	2	\$	\$
42	2x8x8 Beams & Roof	ea	1	\$	\$
43	2x10 slope hanger	ea	60	\$	\$
44	2x10 slope skew right	ea	24	\$	\$
45	2x10 slope skew left	ea	24	\$	\$
46	Simpson HUC210 (25)	ea	2	\$	\$
47	Simpson H2.5A (100)	ea	200	\$	\$
48	7/16x4x8 OSB	ea	100	\$	\$
49	PSCA 7/16 (250)	ea	1000	\$	\$
50	High Temp Ice and Water	ea	16	\$	\$
51	5/4x6x16 STD TR Decking	ea	355	\$	\$
52	Wood Railing	LF	385	\$	\$
53	2x12 Stringers	ea	10	\$	\$
54	24" Standing Seam Metal Roof	sq	26	\$	\$
55	Metal Drip	LF	240	\$	\$
56	Metal Flashing	LF	140	\$	\$
57	Horizontal Hardie Board Siding	SF	40	\$	\$
58	Column Top & Bottom Trim	LF	24	\$	\$
59	Decorative Vinyl Shutter Sets	ea	3	\$	\$
60	Vinyl Lattice	SF	342	\$	\$

00300-3

61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1		
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1		
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$
64	Install Ceiling Mounted Light	ea	13	\$	\$
65	Install Wall Mounted Light	ea	4	\$	\$
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$	\$
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$	\$
68	Install ceiling fan mounted with light	ea	4	\$	\$
69	2-Year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
Total of All Unit Price Bid Items					\$

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

The Bid Price is supplemented by the following Buyer's Contingency Allowance, as described in the Procurement Documents.

Buyer's Contingency Allowance: \$10,000.00
(Numerals)

The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Bid Items, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

Total Bid Price: \$ 366,869.14
(Numerals)

Addendum Receipt:

Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____



Mesic Construction Services

9046 Kentish Ct, Jacksonville, FL 32257
CGC1531163
CCC1329289

Insured: CONB - Senior Center
Property: Senior Activity Center
Neptune Beach, FL 32266

Home: (904) 749-0068

Contractor:
Company: Mesic Construction Services
Business: 9046 Kentish C
Jacksonville, FL 32257

Business: (904) 449-5113

Claim Number:

Policy Number:

Type of Loss:

Date Contacted: 11/2/2022 8:04 AM

Date of Loss:

Date Received: 11/2/2022 8:03 AM

Date Inspected: 11/3/2022 8:04 AM

Date Entered: 11/3/2022 5:15 PM

Price List: FLJA8X_NOV22
Restoration/Service/Remodel

Estimate: CONB_PROJECT



Mesic Construction Services

9046 Kentish Ct, Jacksonville, FL 32257
CGC1531163
CCC1329289

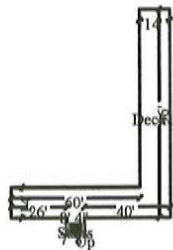
CONB_PROJECT

General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
63. Mobilization and Demobilization	1.00 EA	0.00	4,302.00	0.00	0.00	4,302.00
64. Bond and Insurance	1.00 EA	0.00	16,787.00	0.00	0.00	16,787.00
65. General Conditions	1.00 EA	0.00	29,879.00	0.00	8,963.70	38,842.70
If plans and engineering are provided a credit will be offered.						
66. Commercial Supervision / Project Management - per hour	40.00 HR	0.00	72.31	0.00	867.72	3,760.12
Totals: General Conditions				0.00	9,831.42	63,691.82

Foundation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Deck pier or footing	67.00 EA	0.00	45.23	952.99	1,195.02	5,178.42
3. Block - 8" x 8" x 16" - in place - reinforced	145.00 SF	0.00	35.67	43.50	1,564.70	6,780.35
6. Steel rebar - #5 (5/8")	200.00 LF	0.00	1.89	14.70	117.82	510.52
7. Steel rebar - #5 (5/8")	42.00 LF	0.00	1.89	3.09	24.74	107.21
8. Steel rebar - #5 (5/8")	232.00 LF	0.00	1.89	17.05	136.66	592.19
Totals: Foundation				1,031.33	3,038.94	13,168.69



Deck1

Height: 3'

345.83 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Deck Framing:						
18. Deck flashing - membrane - 6" wide	224.79 LF	0.00	2.17	9.44	149.18	646.41
12. Deck flashing - galvanized - 6" wide - L shape	207.50 LF	0.00	8.51	30.35	538.84	2,335.02
13. 6" hardwood (Ipe) decking - Labor only (per SF)	2,207.37 SF	0.00	9.42	0.00	6,238.02	27,031.45

**Mesic Construction Services**

9046 Kentish Ct, Jacksonville, FL 32257
 CGC1531163
 CCC1329289

CONTINUED - Deck1

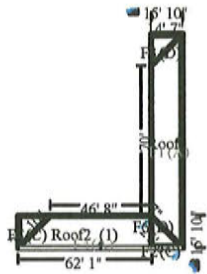
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Deck guard rail - treated lumber	385.00 LF	0.00	35.42	397.32	4,210.22	18,244.24
19. Deck planking - 5/4" treated lumber, #1 (per SF)	2,207.37 SF	0.00	12.46	723.47	8,468.18	36,695.48
22. Additional charge to attach decking w/screws	2,207.37 SF	0.00	1.44	52.98	969.48	4,201.07
21. Joist - floor or ceiling - 2x12 - w/blocking - 12" oc	2,207.00 SF	0.00	9.97	458.50	6,738.70	29,200.99
23. 2" x 10" lumber (1.67 BF per LF)	340.00 LF	0.00	3.78	43.35	398.56	1,727.11
24. 6" x 6" square wood post (3 BF per LF)	680.00 LF	0.00	11.20	328.44	2,383.34	10,327.78
25. Post anchor - 6"	68.00 EA	0.00	31.67	109.55	678.92	2,942.03
26. Framing post base connector - 6"	68.00 EA	0.00	33.90	118.27	727.04	3,150.51
27. Wedge anchor bolt - 5/8" x 6"	68.00 EA	0.00	13.60	14.74	281.86	1,221.40
28. Framing hanger - 2" x 10" or 2" x 12"	244.00 EA	0.00	15.51	127.00	1,173.44	5,084.88
29. Framing hanger - 2" x 6" or 2" x 8"	24.00 EA	0.00	14.20	10.13	105.28	456.21
32. Stairway - stringers, treads & risers (per tread)	30.00 EA	0.00	71.07	54.72	656.06	2,842.88
Electrical						
67. Wire - avg. residence - boxes & wiring with conduit	2,200.00 SF	0.00	9.19	165.00	6,114.90	26,497.90
69. Ceiling fan without light - Premium grade	4.00 EA	0.00	416.49	64.50	519.14	2,249.60
70. Light fixture	20.00 EA	0.00	207.36	210.00	1,307.16	5,664.36
71. Outlet	30.00 EA	0.00	19.80	3.85	179.36	777.21
Totals: Deck1				2,921.61	41,837.68	181,296.53

Building Finish

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
58. Fiber cement lap siding - 8"	40.00 SF	0.00	4.16	5.43	51.54	223.37
60. Column trim top and bottom	24.00 EA	0.00	110.75	86.65	823.40	3,568.05
61. Shutters - simulated wood (polystyrene)	3.00 EA	0.00	207.00	12.20	189.96	823.16
62. Deck lattice work - Vinyl (per SF)	342.00 SF	0.00	4.41	46.17	466.32	2,020.71
Totals: Building Finish				150.45	1,531.22	6,635.29

roof

9046 Kentish Ct, Jacksonville, FL 32257
CGC1531163
CCC1329289


Roof1

2,551.87 Surface Area
370.01 Total Perimeter Length
65.45 Total Hip Length

25.52 Number of Squares

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
33. Rafters - 2x12 - stick frame roof (using rafter length)	64.00 LF	0.00	5.95	12.77	118.08	511.65
34. 2" x 12" lumber - treated (2 BF per LF)	240.00 LF	0.00	5.13	50.76	384.58	1,666.54
35. 2" x 12" lumber - treated (2 BF per LF)	136.00 LF	0.00	5.13	28.76	217.92	944.36
36. 2" x 12" lumber - treated (2 BF per LF)	24.00 LF	0.00	5.13	5.08	38.46	166.66
37. 2" x 12" lumber - treated (2 BF per LF)	1,620.00 LF	0.00	5.13	342.63	2,595.96	11,249.19
38. Rafters - 2x10 - stick frame roof (using rafter length)	384.00 LF	0.00	4.97	60.48	590.68	2,559.64
39. Rafters - 2x10 - stick frame roof (using rafter length)	144.00 LF	0.00	4.97	22.68	221.50	959.86
40. Rafters - 2x10 - stick frame roof (using rafter length)	40.00 LF	0.00	4.97	6.30	61.54	266.64
41. Rafters - 2x10 - stick frame roof (using rafter length)	30.00 LF	0.00	4.97	4.73	46.16	199.99
42. Rafters - 2x10 - stick frame roof (using rafter length)	32.00 LF	0.00	4.97	5.04	49.24	213.32
43. 2" x 6" lumber - treated (1 BF per LF)	48.00 LF	0.00	3.25	4.72	48.22	208.94
44. 2" x 8" lumber - treated (1.33 BF per LF)	32.00 LF	0.00	3.61	3.74	35.78	155.04
45. 2" x 8" lumber - treated (1.33 BF per LF)	24.00 LF	0.00	3.61	2.81	26.84	116.29
46. 2" x 8" lumber - treated (1.33 BF per LF)	20.00 LF	0.00	3.61	2.34	22.36	96.90
47. 2" x 8" lumber (1.33 BF per LF)	8.00 LF	0.00	3.26	0.73	8.04	34.85
48. Framing hanger - 2" x 10" or 2" x 12"	108.00 EA	0.00	15.51	56.21	519.38	2,250.67
49. Framing strap - 24" long	2.00 EA	0.00	24.64	0.48	14.92	64.68
50. Framing hurricane tie	200.00 EA	0.00	7.89	22.05	480.02	2,080.07
52. Sheathing - radiant barrier - 1/2" - OSB	2,600.00 SF	0.00	3.19	214.50	2,552.56	11,061.06
54. Ice & water barrier	2,600.00 SF	0.00	2.26	115.05	1,797.32	7,788.37
55. Metal roofing - Standing Seam 24"	2,860.00 SF	0.00	14.41	853.71	12,619.90	54,686.21



Mesic Construction Services

9046 Kentish Ct, Jacksonville, FL 32257
CGC1531163
CCC1329289

CONTINUED - Roof1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
56. Sidewall flashing for metal roofing - 29 gauge	140.00 LF	0.00	6.86	19.53	293.98	1,273.91
57. Eave trim for metal roofing - 26 gauge	370.01 LF	0.00	7.16	59.94	812.76	3,521.97
Totals: Roof1				1,895.04	23,556.20	102,076.81
Total: roof				1,895.04	23,556.20	102,076.81
Line Item Totals: CONB_PROJECT				5,998.43	79,795.46	366,869.14

Grand Total Areas:

381.22 SF Walls	79.37 SF Ceiling	460.59 SF Walls and Ceiling
220.18 SF Floor	24.46 SY Flooring	371.24 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	18.01 LF Ceil. Perimeter
110.09 Floor Area	43.13 Total Area	0.00 Interior Wall Area
827.97 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
2,551.87 Surface Area	25.52 Number of Squares	370.01 Total Perimeter Length
0.00 Total Ridge Length	65.45 Total Hip Length	

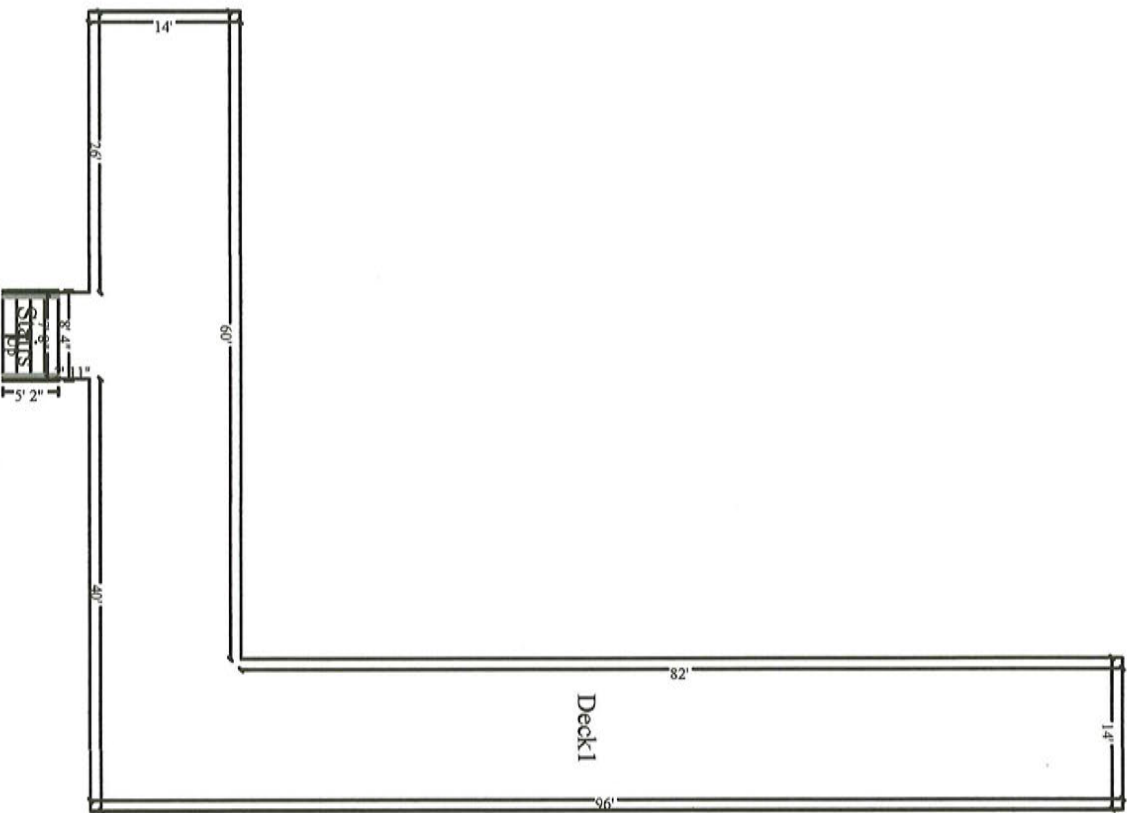


Mesic Construction Services

9046 Kentish Ct, Jacksonville, FL 32257
CGC1531163
CCC1329289

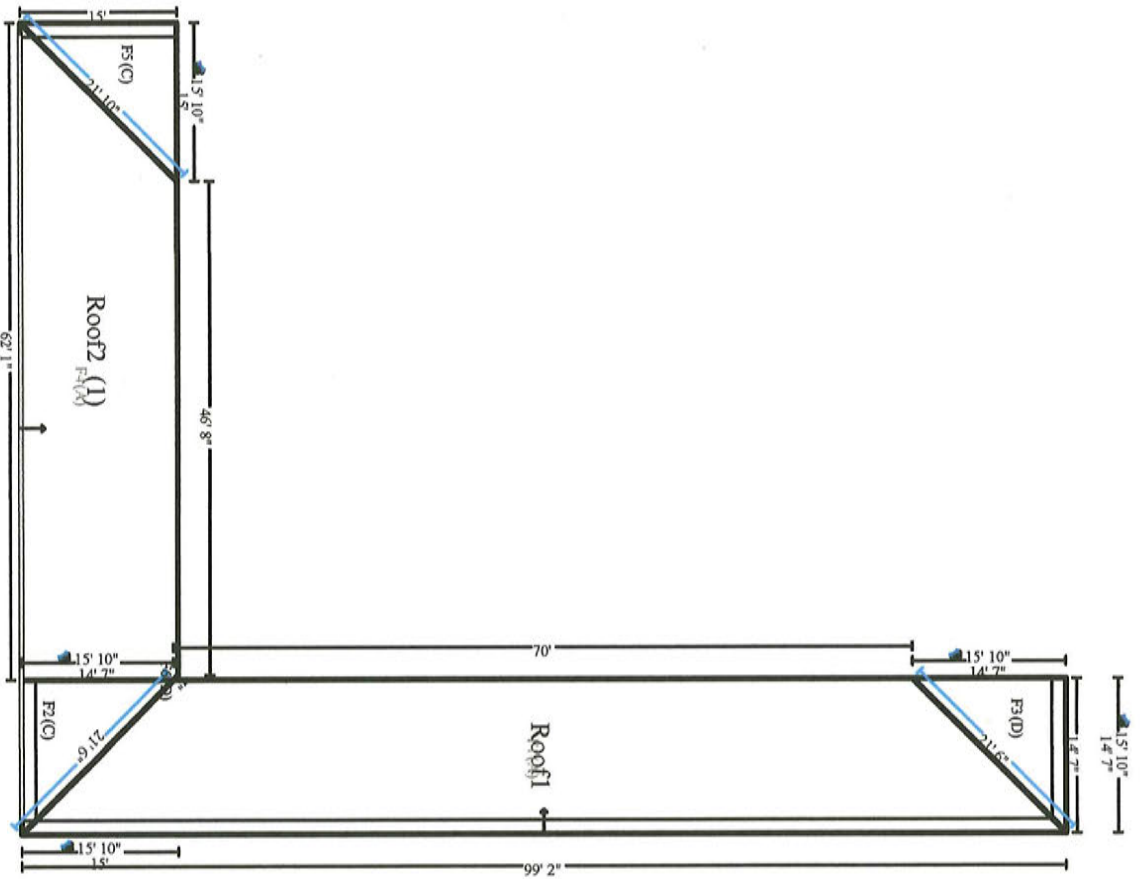
Summary for Dwelling

Line Item Total	281,075.25
Material Sales Tax	5,998.43
Subtotal	287,073.68
Overhead	39,897.73
Profit	39,897.73
Replacement Cost Value	\$366,869.14
Net Claim	\$366,869.14



Deck 1





ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder's DUNS Number: 03-159-8037

Bidder's FEIN Number: 20-2963418

Bidder's License Information:

Bidder's License Type: General Contractor

Bidder's License Category (if any): _____

Bidder's License Special Qualification (if any): _____

Bidder's License No: CGC 1531163

Bidder's License State: Florida

License Name/Organization: _____

Bidder's Utility Sub-Contractor License Information:

Utility Sub-Contractor's License Type: _____

Utility Sub-Contractor's License Category (if any): _____

Utility Sub-Contractor's License Special Qualification (if any): _____

Utility Sub-Contractor's License No: _____

Utility Sub-Contractor's License State: _____

License Name/Organization: _____

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: _____ %

Total local preference percent utilization on this project: _____ %

List MBE/WBE firms and local firms from within Cities of Neptune Beach, Jacksonville Beach, and Atlantic Beach utilized on this project:

	Prime	Sub	Supplier	MBE WBE	Local
1. _____	☐	☐	☐	☐	☐
2. _____	☐	☐	☐	☐	☐

3.	☐	☐	☐	☐	☐
4.	☐	☐	☐	☐	☐
5.	☐	☐	☐	☐	☐
6.	☐	☐	☐	☐	☐
7.	☐	☐	☐	☐	☐
8.	☐	☐	☐	☐	☐

Unauthorized Alien Statement:

The bidder acknowledges and agrees that any contract awarded will include a requirement that the bidder register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the bidder acknowledges and agrees that if the bidder enters a contract with any subcontractor, the subcontractor must provide the bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

List of Major Sub Contractors:

Bidders are required to list, on this Bid Form, all major sub-contractors who will perform work of \$10,000 or more on this Contract during the execution of the Work. Failure to complete the list may be cause for declaring the Proposal irregular and disqualifying the Bid.

The successful Bidder shall employ the subcontractors listed hereunder for the class of Work indicated, which list shall not be modified in any way without the written consent of the City of Neptune Beach.

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major subcontractors used in the execution of the Work will be those listed below.
2. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required.

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
	Armada Construction Services LLC	8806 Brierwood Rd Jacksonville FL 32257
	Marlin Electric LLC	1010 JayLa Cv Orange Park FL 32073

At the Buyer's option, the Bidder shall be required to provide the Buyer with the details of Bidder's Purchase Order, including vendor quote(s), vendor name, address, and quantity and type of materials being ordered. The Buyer may choose to order the major materials and/or equipment direct. Should the Buyer choose to do this, any payment that is made direct by the Buyer (plus an amount equal to the sales tax that would have been paid by the Bidder) for the materials shall be a direct deduct from the Bidder's contract as if the payment were made direct to the Bidder. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Bidder for the major material purchases.

It shall be the Bidder's responsibility to ensure conformance with contract requirements, coordinate ordering, deliveries, submit Shop Drawings, receive and verify accuracy of such shipments and, unload such shipments as if Bidder had purchased the materials direct. Any Shop Drawings received directly by the Buyer from the suppliers will be forwarded by the Buyer to the Bidder for the Bidder's review of accuracy and correctness of the Shop Drawings, and the Bidder shall provide an approval action on each product. The Bidder then shall submit Shop Drawings to the Buyer and/or the Engineer for review and approval action.

The Bidder shall include all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Buyer's Purchase Authorization is prepared, then it will be returned to the Bidder for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under the Bidder's contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

The Bidder has fully reviewed and informed themselves regarding the Bidding Documents. The Bidder, by submitting a Bid to the Buyer, warrants that the Bidder conforms with all specified requirements including experience, present commitments, schedule, necessary facilities, MBE/WBE utilization, local preference, insurance verification, bonding capacity, local license(s), required Form(s), ability, and financial resources contained in the Bidding Documents. The Bidder shall provide any required proof of experience, license(s), form(s), coverages, requirements, and limits specified in the Bidding Documents within 10 days of the Bid Opening or the Owner may consider Bidder to be in default or non-responsive and reject the Bid and the Owner may then award the Bid to the next lowest conforming, responsive Bidder.

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

1. Required Bid Security
2. Section 00430 - Trench Safety Affidavit
3. Section 00420 - Sworn Statements, Acknowledgements, And Affidavits
 - a. Non-Collusion Affidavit
 - b. Certification Regarding Lobbying
 - c. Anti-Kickback Affidavit
 - d. Sworn Statement on Public Entity Crimes
 - e. Drug-Free Workplace Form

Refer to Section 00200, Instructions to Bidders, for items required to be submitted post-Bid by the three apparent lowest bidders.

[Reminder of this page intentionally left blank]

00300-7

This Bid is offered by:

Bidder:

Mesic Construction Services Inc
(typed or printed name of organization)

By: 
(individual's signature)

Date: 11-14-22
(date signed)

Name: Hajrudin Mesic
(typed or printed)

Title: President
(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Title: president
(typed or printed)

Address for giving notices:

9046 Kentish Ct Jacksonville FL 32257

Designated Representative:

Name: Hajrudin Mesic
(typed or printed)

Title: president
(typed or printed)

Address:

9046 Kentish Ct Jacksonville FL 32257

Phone: 904-449-5113

Email: mesich@bellsouth.net

License No.: CGC 1531163

Classification: General Contractor

Limitation:

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as Principal, and

_____ as Surety,

a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, in the full and just sum of FIVE PERCENT (5%) of the actual total amount of the Bid or Proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated _____, 202__, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2022-03
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

00400-1

WITNESSES:

(If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

Refik Coralia

REFIK CORALIA

SURETY:

RC NOTARY PUBLIC Srvc, LLC
Corporate Surety

NOTARY
Attorney-in-Fact (Affix

RC NOTARY PUBLIC SERVICE
6254 Powers Ave Unit 110
Jacksonville FL 32217
Ph 904-379-0368

Seal) Business Address

City, State & Zip Code

ASCENDANT
Name of Local Insurance Agency

00400-2

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that Mesic Construction Services, Inc.

_____ as Principal, and

United Casualty and Surety Insurance Company, as Surety,

a Corporation chartered and existing under the laws of the State of Nebraska, with its principal offices in the City of Newton, MA, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, in the full and just sum of FIVE PERCENT (5%) of the actual total amount of the Bid or Proposal, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated November 16, 2022, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2022-03
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 14th day of November, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

00400-1

WITNESSES:

(If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Sachin M. Mehta

Mesic Construction Services, Inc.

Name of Firm

Hajrudin Mesic
Signature of Authorized (Affix Seal)
Hajrudin Mesic

President

Title

9046 Kentish Ct

Business Address

Jacksonville, FL 32257

City, State & Zip Code

WITNESSES:

SURETY:

United Casualty and Surety Insurance Company

Corporate Surety

11481 Old St Augustine Rd, Ste 104
Attorney-in-Fact (Affix Seal) Jason S. Centrella

Seal) Business Address

Jacksonville, FL 32258

City, State & Zip Code

Allstar Surety Company

Name of Local Insurance Agency



00400-2

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Hajrudin Mesic, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Hajrudin Mesic who signed said bond on behalf of the principal, was then president of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Hajrudin Mesic
Secretary (Corporate Seal)

STATE OF FLORIDA)
)
SS: COUNTY OF DUVAL)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared JASON CENTRECCA, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the United Casualty & Surety Insurance Co. and that he has been authorized by United Casualty & Surety Insurance Co. to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the City of Neptune Beach.
Sworn and Subscribed to before me this 14th day of Nov., 2022.

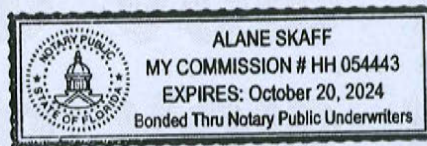
Alan Skaiff
Notary Public

ALANE SKAIFF
(Printed Name)

State of Florida at Large (Seal)

My commission expires: Oct. 20, 2024

(Attach Power of Attorney
to original Bid Bond)



**END OF SECTION
00400-3**



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Jeffrey L. Booth, David R. Brett, Michael J. Brown, Jason S. Centrella, James E. Feldner, Omar G. Guerra, James A. Mallis, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of May, 2021.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Joel R. Chachkes, Treasurer

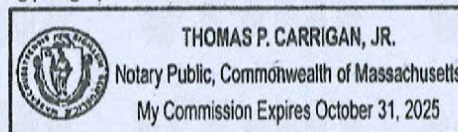
Corporate Seals

Commonwealth of Massachusetts
County of Suffolk ss:

On this 5th day of May, 2021, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

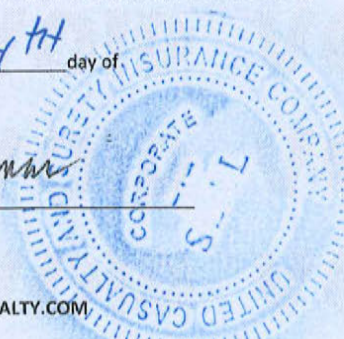
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 14th day of

NOVEMBER, 2022

Corporate Seals



Robert F. Thomas, President



CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary  (Corporate Seal)

STATE OF FLORIDA)
)
SS: COUNTY OF DUVAL)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared HASRUDIN MESIC, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the _____

Sworn and Subscribed to before me this 12 day of November, 2022.


Notary Public

(Attach Power of Attorney
to original Bid Bond)

REFIK CORALIC
(Printed Name)

State of Florida at Large (Seal)

My commission expires: My Commission Expires
March 13, 2024

END OF SECTION
00400-3



SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Hajrudin Mesic ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is president of Mesic Construction Services (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not collusive or a sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Neptune Beach or any person interested in the proposed Contract.

By: Hajrudin Mesic
Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022, by

Hajrudin Mesic, who is personally known to me or has produced
FL Drivers Licence as identification.

Refik Coralic
Notary Public

My Commission expires: My Commission Expires
March 13, 2024

REFIK CORALIC
Print Name

(Affix Seal)



REFIK CORALIC
Notary Public, State of Florida
My Comm. Expires March 13, 2024
Commission No. #GG 959469

2. Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix "A" – 49 CFR Part 20

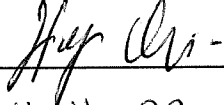
The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees 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 the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-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. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, Mesic Construction Services, certified or affirms the truthfulness and accuracy of each statement of its certifications and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Date: 11-14-22

Name and Title of Contractor's Authorized Official

Hayrudin Mesic president

00420-2

3. **Anti-Kickback Affidavit**

State of Florida

County of Duval

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Neptune Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Hasrudin Mesic* HASRUDIN MESIC
Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022 by
HASRUDIN MESIC, who is personally known to me or has produced
FL Drivers Licence as identification. Refik Coralic

Notary Public

My Commission expires: _____

My Commission Expires
March 13, 2024

REFIK CORALIC

Print Name

(Affix Seal)



SPACE INTENTIONALLY LET BLANK

00420-3

4. Sworn Statement on Public Entity Crimes
Section 287.133 (3) (a), Florida Statutes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Neptune Beach

by: Hajrudin Mesic president
(Print Name and Title)

for: Mesic Construction Services Inc
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

9046 Kentish Ct Jacksonville FL 32257

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-2963418

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement.

I, the undersigned, understand that a, "public entity crime" as defined in Paragraph 287.133(1)(9)(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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Further, I, the undersigned, understand that, "convicted," or, "conviction," as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any Federal or State Trial Court of record relating to charges brought by indictment or information after July 1, 29189, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I, the undersigned, understand that an, "affiliate," as defined in Paragraph 287.133(1)(a), Florida Statutes means:

- a. A predecessor or a successor of a person convicted of a public entity crime; or

00420-4

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I, the undersigned, 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 any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. **[Indicate which statement applies by initialing.]**

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

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

00420-5

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: Hajrudin
Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022 by

HAJRUDIN MESIC, who is personally known to me or has produced
FL Drivers Licence as identification.

Refik Coralic
Notary Public

My Commission expires: _____

(Affix Seal)

My Commission Expires
March 13, 2024

REFIK CORALIC
Print Name



SPACE INTENTIONALLY LEFT BLANK

00420-6

5. Drug-Free Workplace Form

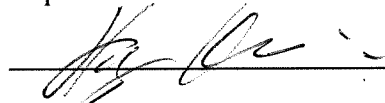
The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

Mesic Construction Services Inc does:

(Name of Business)

- a. 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 the employees for violations of such prohibition.
- b. 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bud a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance and rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

11-14-22

Date

END OF SECTION

00420-7

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mesic Construction Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9046 Kentish Ct

6 City, state, and ZIP code

Jacksonville, FL 32257

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 *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

2 0 - 2 9 6 3 4 1 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 11-14-22

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.

SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266
904-270-2400

BIDDER:

Firm Name: Mesic Construction Services Inc
Address: 9046 Kentish Ct
City, State, Zip: Jacksonville FL 32257
Phone: 904-449-5113

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Neptune Beach Senior Activity Center Porch and Exterior Finishes.

The present limits on bonding for the referenced Bidder are as follows:

\$ _____ each occurrence

\$ _____ aggregate

Percentage of bonding capacity expended with inclusion of this Bid _____%

Bidder's Bonding Rate _____%

Amount of ALL projects that the Bidder is currently preparing bid/proposals and/or have not yet been awarded:

\$ _____

(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.,) Issuance and approval of any bond shall be predicated on the most current financial and job information available to the underwriter on the date that the bond is issued. The Surety Company hereby certifies that they are duly authorized by certificate of authority issued by the State of Florida and that they are rated as follows:

A.M. Best Rating: _____

Financial Size Category: _____

Notes: This is the only acceptable format for the Surety's Bonding Capacity Certification Letter. This statement must be notarized (on an original document with an embossed stamp). Power of Attorney form must be attached.

SURETY COMPANY

Surety Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Date: _____

STATE OF FLORIDA COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority HAJRUDIN NESIR who after first being sworn by me, affixed his/her signature in the space provided above on this 12 day of November, 2022 (name of individual signing)

My commission expires:

Refik Coralic
NOTARY PUBLIC

My Commission Expires
March 13, 2024

REFIK CORALIC

END OF SECTION



00440-1

SECTION 450
CERTIFICATE OF INSURANCE FORM

THIS IS TO CERTIFY THAT THE _____
(Insurance Company)

Address _____

of _____

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of Neptune Beach (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the City Clerk, copy to City Manager.

Insured Mesic Construction Services Inc

Address 9046 Kentish Ct Jacksonville FL 32257

Status of Insured: ✓ Corporation _____ Partnership _____ Individual _____

Location of Operations Insured _____

Description of Work:

NBSAC Porch & Exterior Finishes

CITY OF NEPTUNE BEACH, FLORIDA

INSURANCE POLICIES IN FORCE:

Forms of Coverage	Policy Number	Exp. Date
Workers Comp./Employers Liability	_____	_____
Comprehensive Automobile Liability	_____	_____
Comprehensive General Liability	_____	_____
Excess Liability	_____	_____
Other (Please specify type:_____)	_____	_____

POLICY INCLUDES COVERAGE FOR:		YES	NO
1.	Additional Insured: Owner & Engineer	_____	_____
2.	Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	_____
3.	All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner.	_____	_____
4.	Contractual Liability	_____	_____
5.	Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
6.	Products/Completed Operations	_____	_____
7.	Owners and Contractors Protective Liability	_____	_____
8.	Personal Injury Liability	_____	_____
9.	Excess Liability applies excess of:	_____	_____
	(a) Employers Liability	_____	_____
	(b) Comprehensive General Liability	_____	_____
	(c) Comprehensive Automobile Liability	_____	_____

TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF LIABILITY	
Workers' Compensation	Bodily Injury	\$	Statutory
Employers Liability	Bodily Injury	\$_____	Each Accident
	Disease	\$_____	Each Person
	Disease	\$_____	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$_____	Each Accident

Comprehensive General Liability

Bodily Injury \$_____ Each Occurrence

\$_____ Aggregate

Property Damage \$_____ Each Occurrence

\$_____ Aggregate

OR

Combined Single \$_____ Each Occurrence

Limit BI/PD \$_____ Aggregate

Occurrence

Excess Liability Combined Single

Limit BI/PD \$_____ Aggregate

Other

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the City Manager when so requested.

NOTE: Entries on this certificate are limited to Authorized Agent or Insurance Company Representative.

Date: _____

(SEAL) _____

Issued at: _____

Insurance Company

Insurance Agent or Company

Authorized Representative

Send original and one copy to:

City of Neptune Beach
Attn: Catherine Ponson, CMC, City Clerk
116 1st St.
Neptune Beach, Fl. 32266

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2022

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 Donovan & Abercrombie Ins P O Box 24960 Jacksonville FL 32241-4960 Agency Lic#: L044912	CONTACT NAME: Donovan & Abercrombie Ins
	PHONE (A/C, No, Ext): (904) 730-0600
INSURED MESIC CONSTRUCTION SERVICES, INC 9046 KENTISH COURT JACKSONVILLE FL 32257	FAX (A/C, No): (904) 731-7072
	E-MAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Southern Owners Insurance Co
	INSURER B: Southern Owners Insurance Co
	INSURER C:
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 112041 **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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			78006554	06/01/22	06/01/23	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			78006554	06/01/22	06/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			78006541	06/01/22	06/01/23	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE-POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

FOR BIDDING PURPOSES

Attention:

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.

Brian P. Donovan Lic # E013016

ACORD 25 (2016/03) Certificate # 112041

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The ACORD name and logo are registered marks of ACORD

SECTION 460
ACKNOWLEDGEMENT OF CONFORMANCE
WITH OSHA STANDARDS

TO THE CITY OF NEPTUNE BEACH:

We, Mesic Construction Services Inc, hereby acknowledge and agree that as Contractors for the construction of the Neptune Beach Senior Activity Center Porch and Exterior Finishes, CITY OF NEPTUNE BEACH, FLOIRDA, CONB BID NO. 2022-03, within the limits of the City of Neptune Beach, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Neptune Beach, and its Consulting Engineers against any and all legal liability or loss the City, or the Engineer may incur due to Failure to comply with such act.

By: Hay Cles - HAJRUDIN MESIC
Title: OWNER

Subscribed and sworn before me this 12 day of November, 2022, by

HAJRUDIN MESIC, who is personally known to me or has produced
FL DRIVERS Licence as identification. Refik Coralic

Notary Public

My Commission expires: _____

REFIK CORALIC

Print Name

(Affix Seal)

My Commission Expires
March 13, 2024

END OF SECTION





BUSINESS CREDIT NOTIFICATION

Dear Hajrudin Mesic,

Re: **D&B D-U-N-S® Number: 03-159-8037** for **Mesic Construction S**

On **08/05/2019** a Dun & Bradstreet® customer in the **Warm Air Heating and Air Conditioning** industry requested your company's business credit profile. This customer may have requested your file to help make decisions about working with you.¹

Please call Dun & Bradstreet at **1-800-506-1566** to review the information currently in your D&B business credit file. Many companies, banks, government agencies—even current and potential business partners—may use information in your current D&B credit file to help make decisions about doing business with you. Having a complete and well-managed D&B credit profile may help you:

- Show your company's financial health in the best possible light
- Negotiate better payment terms with suppliers
- Qualify for better insurance premiums and mortgage rates

Review the information in your business credit report today. Call **1-800-506-1566** to speak with a Dun & Bradstreet Credit Advisor for a no obligation review of your business credit file.² Credit Advisors are available **Monday-Friday, 8 AM-9 PM EST**. Please reference your Dun & Bradstreet D-U-N-S Number: **03-159-8037**.

Sincerely,
Dun & Bradstreet
1-800-506-1566

¹ Inquiry or Inquiries are the number of individual request(s) for information, which may include but is not limited to credit information, by a unique external customer(s) on a D&B D-U-N-S® Number in a rolling one-year (365-days) time period. More than one inquiry can be made by each unique customer, which would indicate that some customers have inquired on such D-U-N-S Number multiple times and may be monitoring the associated business. "Customer" is defined as a person or business requesting Dun & Bradstreet information on another D&B D-U-N-S Number. These requests could be a free service, one time report purchase, or a subscription-based service.

² The information and advice provided by Dun & Bradstreet and its Credit Advisors during business credit counseling sessions are provided "as-is." Dun & Bradstreet makes no representations or warranties, express or implied, with respect to such information and the results of the use of such information, including but not limited to implied warranty of merchantability and fitness for a particular purpose. Neither Dun & Bradstreet nor any of its parents, subsidiaries, affiliates or their respective partners, officers, directors, employees or agents shall be held liable for any damages, whether direct, indirect, incidental, special or consequential, including but not limited to lost revenues or lost profits, arising from or in connection with a business's use of or reliance on the information or advice given during any counseling session.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MESIC, HAJRUDIN

MESIC CONSTRUCTION SERVICES, INC.
9046 KENTISH COURT
JACKSONVILLE FL 32257

LICENSE NUMBER: CBC1257409

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.





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

MESIC, HAJRUDIN

MESIC CONSTRUCTION SERVICES, INC.
9046 KENTISH CT
JACKSONVILLE FL 32257

LICENSE NUMBER: CGC1531163

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MESIC, HAJRUDIN

MESIC CONSTRUCTION SERVICES, INC.

9046 KENTISH CT

JACKSONVILLE FL 32257

LICENSE NUMBER: CAC1818849

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MESIC, HAJRUDIN

MESIC CONSTRUCTION SERVICES, INC.
9046 KENTISH CT
JACKSONVILLE FL 32257

LICENSE NUMBER: CCC1329289

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MESIC, HAJRUDIN

MESIC CONSTRUCTION SERVICES, INC.

9046 KENTISH CT

JACKSONVILLE FL 32257

LICENSE NUMBER: CFC1429278

EXPIRATION DATE: AUGUST 31, 2024

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**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Agenda Item # 9B – Amended and Restated Revocable License Agreement-2050 Kings Circle South
SUBMITTED BY:	Tom Monahan
DATE:	December 2, 2022
BACKGROUND:	The City of Neptune Beach and Tom Monahan entered into a revocable license agreement on December 17th, 2018, for on-street parking adjacent to the property. This amended and restated agreement includes three additional spaces. After discussion at the November 29, 2022, Special Council Meeting, the language was added that a three percent (3%) increase over the rental rate would be implemented on each anniversary of the effective date of the agreement.
BUDGET:	See agreement
RECOMMENDATION:	Consider approval of the Amended and Restated License Agreement
ATTACHMENT:	New Amended and Restated Revocable License Agreement 2018 Revocable License Agreement

AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT

This Amended and Restated Revocable License Agreement (“Amended Agreement”) is made and effective on _____ between the City of Neptune Beach, a municipal corporation, (the “City”), and Tom Monahan, as record owner of 2050 Kings Circle S. (“Licensee”).

BACKGROUND

A. Licensee is the owner of the property located at 2050 Kings Circle S., Neptune Beach, FL 32266 and further identified as Duval County Property Appraiser No. 173307-0000 (the “Property”).

B. The City and Licensee are parties to that certain *Revocable License Agreement* dated December 17, 2018 (the “Agreement”) for the grant of an exclusive license for on-street parking adjacent to the Property by the City to Licensee as granted in the Agreement.

C. Pursuant to the Agreement, Licensee received the exclusive right to utilize sixteen (16) parking spaces.

D. Licensee has requested the right to utilize three (3) additional spaces.

E. In consideration of the City’s agreement to grant the use of such spaces, the City requires certain additional terms be included in the Agreement.

WHEREFORE, the City and Licensee, intending to be bound, enter into this *Amended and Restated Revocable License Agreement* as follows:

1. **Superiority.** The terms of this Amended Agreement shall replace in full the terms of the Agreement. This Amended Agreement shall be the sole agreement between the parties regarding these matters.

2. **License.** The City agrees to grant an exclusive license for on-street parking, to Licensee for that portion of the City's property, more particularly described on **Exhibit “A”** (the “License Area”).

3. **Term.** The term of this Amended Agreement shall be for a period of one (1) year from the above date unless earlier terminated in accordance with the terms of this Amended Agreement.

4. **Renewal.** Subject to the following sentence, this Amended Agreement will automatically renew. on the anniversary dates hereof for additional one (1) year periods and under the same terms hereof, unless otherwise terminated, in writing, by the City or Licensee, no later than thirty (30) days prior to the expiration of the original term of this License Agreement or any

extension thereto, or otherwise terminated in accordance with this Amended Agreement. Licensee must, no less than thirty (30) days prior to the expiration of the term, provide evidence to the City that the use of the Property has not changed or that any new use, after inclusion of the parking spaces granted herein, complies with the City's Code of Ordinances regarding parking requirements.

5. **Rent.** In consideration of the City's authorization to use the License Area, Licensee shall pay to the City annual rent in the amount of nine thousand, nine hundred dollars (\$9,900.00), payable in twelve installments due on the first of each month in the amount of eight hundred and twenty-five dollars (\$825.00) per month. In the event this Amended Agreement is not effective on the first of the month, rent for the initial partial month shall be a prorated amount, due on execution. On each anniversary of the effective date of this Amended Agreement, the rent amount shall increase by three percent (3%) over the rental rate of the prior year.

6. **City Improvements.** The City Manager, or its designee, may revoke or suspend this agreement to remove any of the improvements on the License Area for necessary utility construction, maintenance and/or repair for any emergency purposes, as determined by the City; provided, however, the City shall provide the Licensee with thirty (30) days prior written notice.

7. **Insurance.** Licensee must furnish evidence of general liability insurance in the amount of at least one million dollars (\$1,000,000.00) per person and at least two million dollars (\$2,000,000.00) per occurrence with the City as additional named insured by specific endorsement for the elements placed in or upon the License Area. Licensee shall have no right to utilize the License Area until evidence of such insurance, including a copy of the required endorsement, is provided to the City.

8. **Maintenance.** Licensee further agrees to maintain and keep the License Area in good repair and a clean state at the Licensee's expense. The City shall have the sole discretion, through the City Manager, to direct any reasonable maintenance or repair to the License Area to be performed by the Licensee during the term of this Amended Agreement. If Licensee fails to perform any such maintenance, the City may cause such maintenance to be performed, charging all costs, including the City's labor, to Licensee.

9. **Expense.** All obligations of Licensee under this Amended Agreement shall be at Licensee's sole expense.

10. **Restoration.** Upon termination of this Amended Agreement, the City, in its sole discretion, may give written notice to Licensee that it must remove the improvements from the License Area and restore the License Area back to a sodded area within ninety (90) days from the date of the notice. If the Licensee does not remove such improvements and sod the License Area within the ninety (90) day time period, the City conduct such removal and sodding at Licensee's expense, including the right to place a lien on Licensee's property, in accordance with the section titled "Liens".

11. **Liens.** Should Licensee fail to reimburse the City within thirty (30) days of demand for payment for any amounts owed pursuant to this Amended Agreement, the City shall have the right to record a lien against the Property to secure payment, which shall be perfected by the filing of a lien in the official records of Duval County, Florida. Licensee acknowledges that this Amended Agreement touches and concerns the Property because it relates to Licensee's rights to operate the Property as intended in compliance with the City's Code of Ordinances.

12. **City Ordinances.** It shall be a default of this Amended Agreement if Owner or any other party occupying or using the Property permits a violation of the City's Code of Ordinances to exist on the Property and fails to cure same following notice from the City of such violation.

13. **Assignment.** Licensee shall not assign any rights under the Amended Agreement or sublease any portion of the License Area without approval of the City. Any attempt to do so shall constitute a default under this Amended Agreement.

14. **No Further Improvements.** Other than maintenance and repair of the License Area for use as parking spaces and directly associated improvements, the Licensee shall not be entitled to make any improvements to the License Area without the consent of the City, pursuant to the City's Code of Ordinances.

15. **Americans with Disabilities Act.** Licensee is at all times solely responsible for ensuring its use of the License Area is in compliance with the American with Disabilities Act. Failure to comply with such provisions and any other applicable law shall be a default under this Amended Agreement.

16. **Default.** In the event of a default by the Licensee of any of the terms and conditions of this Amended Agreement, including all incorporated terms and conditions hereof, and such default is not cured within a reasonable time period from receipt of written notice from the City, then the City, in addition to the rights described in the section titled "Liens", (a) shall have the absolute right, without notice to Licensee, to declare due all conditions under this Amended Agreement; and (b) may immediately terminate Licensee's right of possession under this Amended Agreement without prior written notice to Licensee.

17. **Venue.** In the event that any dispute arises concerning the terms of this Amended Agreement, this Amended Agreement shall be interpreted and governed by the laws of the State of Florida without regarding to any provisions regarding conflict of laws. In the event that any litigation is initiated relating to this Amended Agreement, venue for any such litigation shall be in the state courts located in Jacksonville, Duval County, Florida.

18. **Liability and Indemnity.** Except for the negligent or intentional acts or omissions of the City performed pursuant to this Amended Agreement, the City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of any building, structure, paved area, equipment, facility, sidewalk or other improvement on the License Area, or caused by or arising from any act or omission of Licensee, or any of its agents or

employees, licensees or invitees, or by or from any accident, fire or other casualty, on the premises of the Licensee or the described area or occasioned by the failure of Licensee to maintain the License Area in safe condition or by any other cause. Except for the negligent or intentional acts or omissions of the City performed pursuant to this Amended Agreement, Licensee waives all claims and demands on its behalf against the City for any loss, damage or injury related to the License Area and the property of the Licensee and agrees to indemnify and hold the City entirely free and harmless from all liability for any loss, damage, cost (including attorney's fees, and expenses) or injury of other persons related to the License Area or the property of the Licensee. Regarding such indemnity and duty to defend:

- a. *Indemnity.* Licensee agrees to indemnify and hold harmless the City, and its elected officials, agents, consultants, employees, heirs, successors, and assigns, and other affiliated persons (the "Covered Parties") for the costs of litigation, attorneys' fees, and damages incurred by the Covered Parties as a result of acts or omissions described in the preceding paragraph (the "Covered Claims") in accordance with this Amended Agreement.
- b. *Duty to Defend.* Licensee shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Covered Parties, arising from or in any way related to Covered Claims, by and through attorneys and other professionals selected by the Covered Parties. This duty to defend is separate and independent of any indemnity provided to the Covered Parties in this Amended Agreement. The duty to defend includes claims for which any of the Covered Parties may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Covered Parties have paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Licensee and the City that the Covered Parties shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Covered Parties may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist it, and, at the option of the Covered Parties, their attorneys shall control the resolution of the claim or proceeding. Upon demand, the indemnifying party shall pay or, in the sole and absolute discretion of the Covered Parties, reimburse, the Covered Parties for the payment of reasonable fees and disbursements of attorneys, experts, and other professionals in connection therewith.
- c. *Interpretation.* The duties of this Section 17 shall be broadly construed so as to give them effect and any rules of interpretation which provide against a requirement to extend a duty of indemnification or to defend shall be ignored.

19. **Attorneys' Fees.** In any action filed by the City to enforce Licensee's obligations under this Amended Agreement, the losing party must pay the prevailing party's costs and expenses in action. Such expenses include, attorneys' fees and costs (i) upon default or anticipated

default, both prior to and after instituting proceedings, (ii) at trial, (iii) in mediation, arbitration, bankruptcy proceedings and administrative proceedings, (iv) upon appeal, (v) in determining amount and entitlement to attorneys' fees, (vi) for "in-house" or general counsel's fees relating to the dispute in addition to trial counsel; (vii) for deposition appearance and video recording and transcription fees reasonably necessary to prepare for the action, whether or not used at trial or hearing; (viii) for expert witnesses reasonably retained to prepare for the action, whether or not used at trial or hearing, and (ix) for all other fees and costs, reasonably incurred, whether or not, absent this provision, such costs would otherwise be awarded pursuant to the *Statewide Uniform Guidelines for Taxation of Costs in Civil Actions* promulgated by the Florida Supreme Court. The City and Licensee agree that each party shall bear their own attorneys' fees in any other action filed by either party arising from or relating to this Amended Agreement.

20. **Agreement Interpretation.** The City Attorney will be responsible for any needed interpretations of this Amended Agreement.

21. **Joint Drafting.** For the purposes of any interpretation of this Amended Agreement, this Amended Agreement shall be considered as having been authored, drawn and written by both the City and Licensee and, in the interpretation of this Amended Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the City or the Licensee. Any doctrines construing provisions against the drafter shall be ignored.

22. **Time of the Essence.** The parties hereto agree and understand that time is of the essence as to the performance of all terms and conditions of this Amended Agreement.

23. **Notice.** All notices, pursuant to this Amended Agreement, shall be sent to the City c/o City Manager, City of Neptune Beach, 116 First Street, Neptune Beach, FL 32266 and to Licensee c/o Tom Monahan, 2050 Kings Circle S., Neptune Beach, FL 32266. Notices shall not be effective unless delivered by certified mail, return receipt requested. Either party may change their address for notice by written notice to the other.

24. **Independent Counsel.** The City and Licensee acknowledge that each has had the opportunity to have this Amended Agreement reviewed by independent legal counsel of their choosing and that they have either done so or waived such opportunity. Licensee expressly agrees that the City Attorney for the City has not given any legal advice to Licensee and does not represent the interests of Licensee.

25. **Sovereign Immunity.** Nothing in this Amended Agreement or in the Licensee's authorization to use the License Area shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.

Signatures to Follow on Next Page

Dated as of the Effective Date.

CITY:

City of Neptune Beach, FL,
a Florida municipal corporation

By: _____
Stefen Wynn, City Manager

Approved as to form:

Zachary Roth, City Attorney

LICENSEE:

Tom Monahan



BIRD'S EYE VIEW

AERIAL VIEW OF EXISTING SITE



GARY R.
CRUMLEY
LANDSCAPE ARCHITECT



LA 1362

3302 KING CHARLES CIR
SEFFNER FL 33584
(904) 233-4455

PR. NO. 210624
ISSUED: 6-24-21
REVISED: 7-9-21
REVISED: 7-21-21

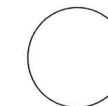
Gary R.
Crumley
Digitally signed by
Gary R Crumley
Date: 2021.07.21
10:43:14 -04'00'
DIGITAL SEAL



2 SAND LIKE OAK
QUERCUS GEMINATA

2-1/2"-3" CAL. 11'-12' HT. 65 GALLON

PINE BARK MULCH TREE RINGS TO 3" DEPTH
GATOR BAGS ON ALL TREES TILL ESTABLISHED
3 #3 REBARS AT 2' IN LENGTH PER EIGHT FEET OF RR TIE
CALL 811 72 HOURS BEFORE DIGGING.
VERIFY UTILITIES AND SITE CONDITIONS.
COORDINATE WORK WITH CITY PUBLIC WORKS PRIOR TO COMMENCEMENT.



EX. TREES

PROPOSED PARKING PLAN – THOMAS L. MONAHAN IMPROVEMENTS TO EXISTING ALLEY WAYS

2050 KING CIRCLE SOUTH NEPTUNE BEACH FL 32266 210609
SURVEY DATA FROM BOATWRIGHT LAND SURVEYORS, INC. JAN 19, 2021

EXHIBIT A

REVOCABLE LICENSE AGREEMENT

This License Agreement is made and effective on December 17th, 2018 between the City of Neptune Beach, a municipal corporation, as the City, and Tom Monahan, as record owner of 2050 Kings Circle S., as the Licensee.

WITNESSETH:

1. The City agrees to grant an exclusive license for on-street parking, to Licensee for that portion of the City's property, more particularly described and designated in Exhibit A attached hereto and incorporated herein, in the north right-of-way (the "City Property") immediately and adjacent to the premises known as 2050 Kings Circle S., as described in Exhibit B, attached hereto and incorporated herein.

2. The term of this License Agreement shall be for a period of one (1) year from the above date.

3. This License Agreement will automatically renew on the anniversary dates hereof for additional one (1) year periods and under the same terms hereof, unless otherwise terminated, in writing, by the City and/or Licensee, no later than thirty (30) days prior to the expiration of the original term of this License Agreement or any extension thereto.

4. The City Manager, or its designee, may revoke or suspend this agreement to remove any of the improvements on the City Property for necessary utility construction, maintenance and/or repair for any emergency purposes, as determined by the City; provided, however, the City shall provide the Licensee with thirty (30) days prior written notice.

5. Licensee must furnish evidence of general liability insurance in the amount of at least one million dollars (\$1,000,000.00) per person and at least two million dollars (\$2,000,000.00) per occurrence with the City as additional named insured for the elements placed in or upon the City Property.

6. In the event that the City removes the improvements or portion thereof on the City Property, the Licensee is solely responsible for the cost to restore the City Property back to a sodded area.

7. Licensee further agrees to maintain and keep the City Property in good repair and a clean state at the Licensee's expense. The City shall have the sole discretion, through the City Manager, to direct any reasonable maintenance or repair to the City Property to be performed by the Licensee during the term of this Agreement.

8. Upon termination of this Agreement, the City, in its sole discretion, may give written notice to Licensee that it must remove the improvements from the City Property and restore the City Property back to a sodded area within ninety (90) days from the date of the notice. If the Licensee does not remove such improvements and sod the City Property within the ninety (90) day time period, the City conduct such removal and sodding at Licensee's expense, including the right to place a lien on Licensee's property, pursuant to state law.

9. In the event of a default by the Licensee of any of the terms and conditions of this License Agreement, including all incorporated terms and conditions hereof, and such default is not cured within a reasonable time period from receipt of written notice from the City, then the City (a) shall have the absolute right, without notice to Licensee, to declare due all conditions under this Agreement; and (b) may immediately terminate Licensee's right of possession under this Agreement without prior written notice to Licensee.

10. Other than maintenance and repair, the Licensee shall not be entitled to make any improvements to the City Property without the consent of the City, pursuant to the City's Code of Ordinances.

12. In the event that any dispute arises concerning the terms of this Agreement, this Agreement shall be interpreted and governed by the laws of the State of Florida. In the event that any litigation is initiated relating to this Agreement, venue for any such litigation shall be in Jacksonville, Duval County, Florida.

13. Except for the negligent or intentional acts or omissions of the City performed pursuant to this License Agreement, the City shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of any building, structure, paved area, equipment, facility, sidewalk or other improvement on the City Property, or caused by or arising from any act or omission of Licensee, or any of its agents or employees, licensees or invitees, or by or from any accident, fire or other casualty, on the premises of the Licensee or the described area or occasioned by the failure of Licensee to maintain the City Property in safe condition. Except for the negligent or intentional acts or omissions of the City performed pursuant to this License Agreement, Licensee waives all claims and demands on its behalf against the City for any loss, damage or injury related to the City Property and the property of the Licensee and agrees to indemnify and hold the City entirely free and harmless from all liability for any loss, damage, cost (including attorney's fees, and expenses) or injury of other persons related to the City Property or the property of the Licensee.

14. Licensee expressly agrees to pay all expenses that the City may incur for reasonable attorney's fees and any and all other costs paid or incurred by the City for enforcing the terms and provisions of this Agreement.

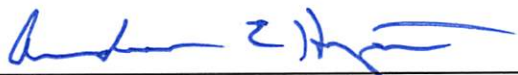
15. The City Attorney will be responsible for any needed interpretations of this Agreement.

16. For the purposes of any interpretation of this Agreement, this Agreement shall be considered as having been authored, drawn and written by both the City and Licensee and, in the interpretation of this Agreement, there shall be no presumption of vagueness, ambiguity or unfairness against the City or the Licensee.

18. The parties hereto agree and understand that time is of the essence as to the performance of all terms and conditions of this Agreement.

19. All notices, pursuant to this Agreement, shall be sent to the City c/o Andrew Hyatt, City Manager, City of Neptune Beach, 116 First Street, Neptune Beach, FL 32266 and to Licensee c/o Tom Monohan, 2050 Kings Circle S., Neptune Beach, FL 32266.

Dated this 17th day of December, 2018.



Andrew Hyatt, City Manager, on behalf of City of Neptune Beach, Lessor



Witness on behalf of the City of Neptune Beach

Approved as to Form and Content for the City:



City Attorney

Tom Monohan
Tom Monohan, Licensee

Leanne Bronough
Witness on behalf of Licensee

State of Florida

County of DUVAL

Signed and sworn before me on this 14 day of November 2018.

By Thomas L Monohan

Identification verified: FL Drivers Lic Oath sworn: ☐ Yes ☒ No

Terry Hendry
Notary Signature

My Commission expires: 11-30-21



Terry Hendry
Notary Public
State of Florida
My Commission Expires 11/30/2021
Commission No. GG 155172

Exhibit A

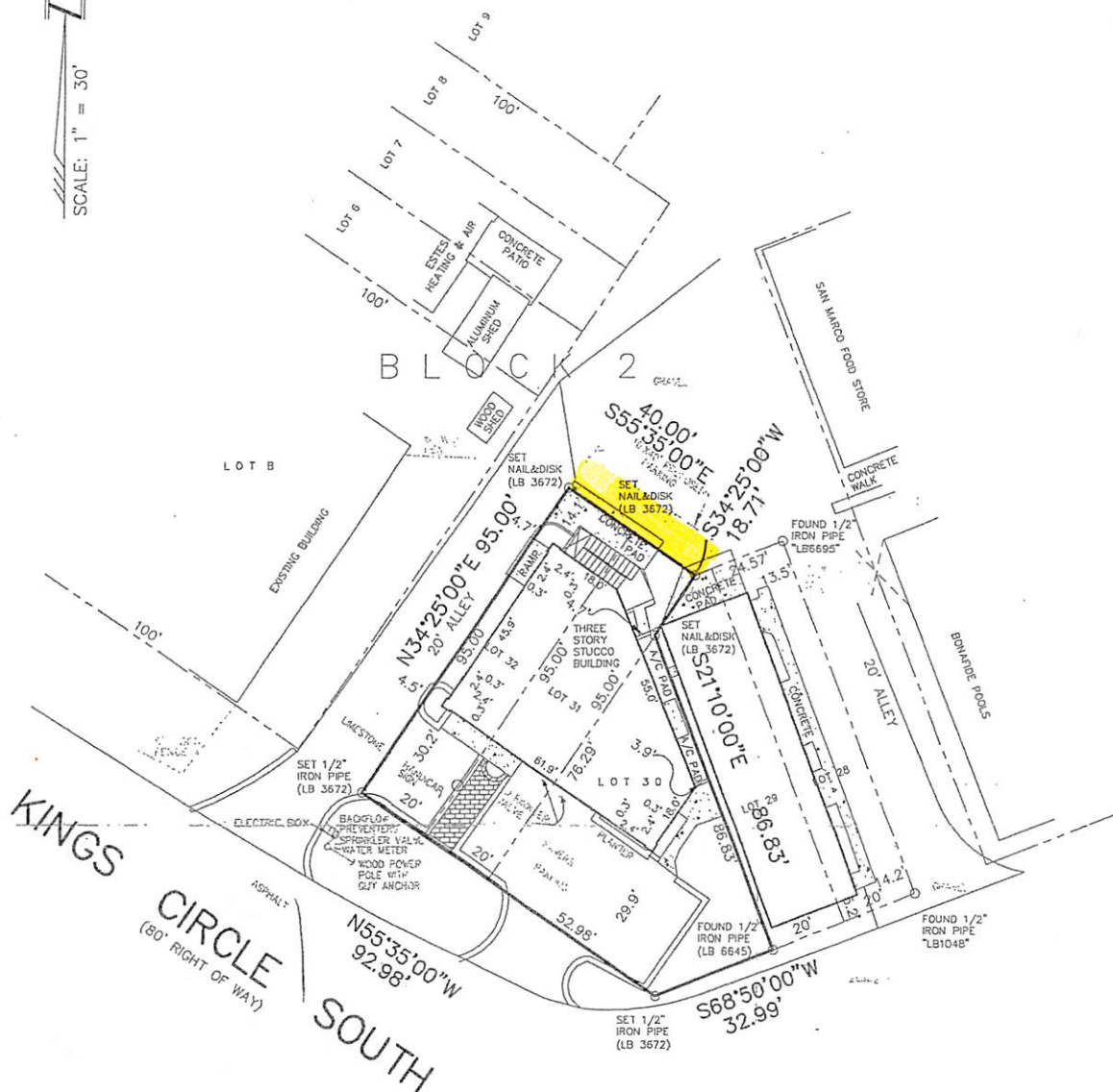
City Property

[Attached]

MAP SHOWING A SURVEY OF

LOTS 30, 31 AND 32, ALL IN BLOCK 2, PRADO FERRER REPLAT OF FLORIDA BEACH, AS RECORDED IN PLAT 11, PAGE 61 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SCALE: 1" = 30'



NOTES:

- 1) THIS IS A BOUNDARY SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF KINGS CIRCLE SOUTH, BEING NORTH 55°35'00" WEST, AS PER PLAT.
- 3) NO BUILDING RESTRICTION LINE PER PLAT

THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X" AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 120079 0001 D, REVISED APRIL 17, 1989 FOR THE CITY NEPTUNE BEACH, FLORIDA.

THIS SURVEY WAS MADE FOR THE BENEFIT OF
THOMAS L. MONAHAN;
AMERIS BANK;
PATTERSON, ANDERSON & FELDMAN P.A.
ATTORNEYS' TITLE INSURANCE FUND, INC..

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

REVISED: NOVEMBER 07, 2007

Don W. Boatwright
DON W. BOATWRIGHT, P.S.M.
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

CHECKED BY: _____
DRAWN BY: CRT
FILE: 2007-1011

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550

DATE:
AUGUST 24, 2007
SHEET 1 OF 1

Exhibit B

