



AGENDA (Amended)
Regular City Council Meeting
Monday, April 3, 2023, 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 / NONE
3. APPROVAL OF MINUTES
 - A. **March 6, 2023, Regular City Council Meeting**
March 20, 2023, Workshop City Council Meeting
March 23, 2023, Special City Council Meeting p. 3
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Police Chief
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2023-01, SECOND READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida Amending and Revising Chapter 27 Unified Land Development Regulations; Article IV, Land Use; Section 27-237, Building Area Requirement (Removing 3,500 And 3,000 Floor Area Ratio Maximum In R-1, R-2, And R-3); And Providing For An Effective Date p. 17
9. OLD BUSINESS
 - A. SECOND OF TWO PUBLIC HEARINGS - First Amendment to Development Agreement between the City of Neptune Beach, Florida and Neptune Beach, FL Realty LLC entered into on March 1, 2021 p. 24
 - B. Consideration to Award CONB 2023-01, Neptune Beach Senior Activity Center Porch and Exterior Finishes p. 33
10. NEW BUSINESS
 - A. Consideration of Approval of Signature for Consent Order - Neptune Beach WWTF - OGC File No. 22-2304, FL0020427 p. 132
 - B. Discussion of Waste Pro Contract p. 152

11. COUNCIL COMMENTS

12. ADJOURN

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Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots

To use a kiosk: Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code. To use the Flowbird app: Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 6, 2023, 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, March 6, 2023, 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 Attorney Zachary Roth
 Interim City Manager Richard Pike
 Interim Police Chief Michael Key
 Community Development Director Heather Whitmore
 Senior Center Director Leslie Lyne
 Deputy Public Works Director Colin Moore
 Project Manager Jason Lupson
 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:

February 1, 2023, Special City Council Meeting
February 6, 2023, Regular City Council Meeting
February 10, 2023, Special City Council Meeting
February 21, 2023, Special City Council Meeting
February 21, 2023, Workshop City Council Meeting

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Roger Bennett, 1871 Nightfall Drive, Neptune Beach, expressed his support of the Senior Center being completed. He also addressed the tree ordinance.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding an agreement with Atlantic Beach for the infrastructure for TLM and TriBridge Developments. She added that it is her goal to make sure that all citizens of Neptune Beach are represented.

John Holmes, 914 4th Street, Neptune Beach, wanted to make Council aware of bicycles, scooters, electric bicycles and electric scooters in Jarboe Park. He is not sure of the regulations but he thought the sidewalks were for people walking.

Britt Sanders, 573 Pine Street, Neptune Beach, spoke in favor of Ordinance No. 2023-01, regarding the Floor Area Ratio (FAR).

Mike Bookout, 83 North Rosco Boulevard, Ponte Vedra, questioned why was the Senior Center approved to be built and it has not been completed.

Donna Gross, 1212 13th Street North, Jacksonville Beach, spoke regarding the Senior Center. She asked why there couldn't be a metal walkway they can walk up. She stated all they want is to go in and have fun.

ORDINANCES

Ord. No. 2023-01, Floor Area Ratio Ordinance No. 2023-01, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida Amending and Revising Chapter 27 Unified Land Development Regulations; Article IV, Land Use; Section 27-237, Building Area Requirement (Removing 3,500 And 3,000 Floor Area Ratio Maximum In R-1, R-2, And R-3); And Providing For An Effective Date

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Community Development Director Heather Whitmore explained this is a request for a first reading to amend Chapter 27, Unified Land Development Regulations, Article IV, Sec. 27-237, by removing the 3,500 and 3,000 square foot floor area ratio (FAR) maximum in the R-1, R-2 and R-3 zoning districts. This was discussed at the February 21 Council workshop.

Made by Messinger, seconded by Key.

MOTION: **TO APPROVE LDC UPDATE, ORDINANCE NO. 2023-01, AMENDING CH. 27, ART. IV, SEC. 27-347, REGARDING FLOOR AREA RATIO (FAR) MAXIMUM ON FIRST READ**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

City Manager Report City Manager Report. Interim City Manager Richard Pike commended City Hall staff for the great job they are doing. He is requesting Council authorize him to hire an Interim Chief Financial Officer(CFO).

Interim CFO Interim CFO Hiring. City Attorney Zachary Roth explained that the offer letter for the Interim City Manager excluded hiring and firing from his role. In order to clarify that he has the authority to proceed on the hiring of an Interim CFO, Council would need to vote to delegate that specific item to him.

Made by Chin, seconded by Messinger.

MOTION: **TO AUTHORIZE INTERIM CITY MANAGER TO MOVE FORWARD WITH THE HIRING OF AN INTERIM CFO**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

City Manager
Report-Cont'd.

Human Resources Coordinator Jillian McCann reported that the City is currently recruiting for City Manager, Chief Financial Officer, Public Works Director, Mobility Management Director, City Engineer, Wastewater Treatment Trainee and all other open positions.

Project Manager Jason Lupson gave an after action report on the water main break at 5th Street and Oleander due to IQ Fiber installation of a fiber optic line on March 2, 2023 at 9:20 a.m. He reported that water outage affected about 35 customers. He stated that the repair was complete by 12:15 p.m.

Vice Mayor Chin requested the City issue a message that would inform citizens to have proof of any damages caused by IQ Fiber.

Interim Police Chief Michael Key reviewed upcoming events and presented the monthly crime update.

NEW BUSINESS

Dev. Agreement
Amendment

Discussion of First Amendment to Development Agreement between the City of Neptune Beach and Neptune Beach, FL Realty LLC.

City Attorney

City Attorney Zach Roth reported that following the Council meeting held on February 1, 2023, there were ideas or potential ways discussed to resolve the outstanding concerns with the water tank at the Publix site. This document is an effort to address those concerns. He worked on the document with Counsel for the property owner and the developer. A structure has been worked through to essentially get rid of the water tank. The structure consists of the City performing a hydraulic study. After the study, the City would commit to making a number of improvements to its infrastructure to see if it would restore flows at the property. If it does restore flows by June 30, 2024, the owner would be obligated to remove the tank within six months.

Mr. Roth explained that if that option is not available, then Option 2 would be to connect to Atlantic Beach solely for the purpose of fire suppression. The structure as currently provided would be that the property owner would pay the first \$50,000 of that cost. The City would bear any additional costs. Within six months of that happening, the tank would come down. He added that what is not included is the number if there is a commitment for the City paying something for the secondary connection to Atlantic Beach. This would be decided by Council.

Mr. Roth stated that the property owner wants to move on this quickly to be able to get the Publix open. The current proposal from the developer is to finalize something in order to publish a notice on Thursday, March 9 for a Special Meeting on the 16th and then a second reading on the 20th before the Council workshop.

He pointed out that the section entitled "Waiver" had been worked on quite a bit. This states that once this is signed, everything that has happened in the past is done. The City waives anything that the owner did and the owner waives anything that the City did and move forward.

Council Discussion

Mayor Brown reported that there was a meeting with Jacksonville Electric Authority (JEA) on Friday, March 3, 2023, to discuss the modeling for the hydraulic study which would show what type of suppression that the City could or couldn't provide. What the model is showing is that there would be options, which would include the hookup for Atlantic Beach to supply the suppression that was needed.

Mayor Brown clarified that the City would have the answers as we continue to move forward. This is the water for the fire suppression only. She is not clear on any costs for any of the options. She thanked JEA for their efforts.

Vice Mayor Chin expressed his concerns as there are so many variables. He is uncomfortable with the costs of the difference since we do not know what that is. He also would like more explanation on any improvements to the vegetative buffer. There were no Exhibits G and H included and there had been discussion with the residents.

Councilor Key stated that she had been speaking with the residents on Cherry Street and they had provided feedback regarding Exhibits G and H. They had received preliminary vegetation plans on February 14, provided feedback on February 17, and have not heard back. The residents are asking before anything is approved, they would like to see updated exhibits, especially since no deviations are indicated. She advised she would have to see updated Exhibits G and H before moving forward. She also questioned if the developer could receive the escrow funds before the tank removal.

Mr. Roth conveyed that his firm is holding a certain amount of money in escrow to complete the construction of the improvements. There is included in this document a provision about the return of that escrow. Community Development Director Heather Whitmore had advised by email that those improvements were not completed upon her inspection, which would mean they are not entitled to have the escrow returned yet. In terms of the funds not being returned until the tank is removed, would have to be agreed to by the property owner, as that is not the structure of the agreement.

Councilor Key questioned the six-month time frame for the removal of the tank. She also stated that the amount for the City to pay would need to be discussed. The structure of the agreement may change based on what we are hearing from JEA. Based on that, the feedback from the public may or may not be applicable. It would best to revisit those once we have a better idea from JEA of where we are going. She asked when the hydraulic study would be completed.

Mr. Roth stated that there is a meeting scheduled for Friday, March 10, for more formal feedback.

Mayor Brown advised that she has asked City staff to attend that meeting and she has requested an engineer who has consulted for the City to attend. JEA will present all of the data and modeling that has been completed.

Councilor Key inquired if anyone had contacted Atlantic Beach to see if connection was a viable option.

Deputy Public Works Director Colin Moore informed Council he had briefly communicated with Atlantic Beach City Engineer Steve Swann. Mr. Swann indicated they had the capacity. There has been no formal discussion.

Councilor Livingston questioned the timeline for getting all of this work done. Mr. Roth stated that the developer added the June 30, 2024 date. It is basically one year, but the developer could explain more.

Councilor Livingston stated that the waiver section is important. She wants everyone to be aware that if we are good on our word, they have to take the tank down.

Mr. Roth pointed out that there is a new subsection E. that states: "In no event shall the water storage tank be required to be removed unless and until after six (6) months of adequate, consistent water pressure meeting fire flow standards."

Councilor Messinger stated that we could get a fixed number on what it would cost to get a connection to Atlantic Beach for the fire suppression component. The developer has already done some cost estimates. He added it is important to know that there had been conversations for connection from Atlantic Beach to the adjoining 500 Atlantic development.

Andrew Greene, Neptune Beach, FL Realty LLC, explained he had circulated two landscape plan sheets showing the additional vegetative screening that would be placed in early January. After speaking with the residents on Cherry Street, the sheets were revised to include more vegetation along the south bank of the swale and circulated that on February 17. It would be his proposal to include that plan as circulated as the exhibit in the development agreement as one exhibit.

Mr. Greene addressed the timing of six months. He stated that was his proposal as once the water pressure has been implemented and solved, there would be a permit process, some underground infrastructure may need to be performed and they would need to engage the water tank manufacturer to disassemble the tank. They would be actively working throughout the six months.

Mr. Greene stated that it would be up to the City to make a reasonable decision on the solution for implementing the infrastructure based on many factors. He added that their desire was to create a logic and a game plan on how to move forward to resolve the tank issue, to get Publix open, while also committing to a plan that would lead to the eventual removal of the tank.

Mr. Greene clarified that they anticipated a connection being made to the south side of Atlantic Boulevard with Atlantic Beach. This would not be a part of this funding. The City would not put any money towards that extension. He added there were preliminary cost estimates to make just the connection for fire suppression service.

Councilor Messinger expressed that his concern is subsidizing a connection for the developer and asked for more clarity on what the connections looked like.

Mr. Greene confirmed to Councilor Key that a new exhibit for the landscaping would be circulated.

Mr. Roth summarized that the City needs to get the updated exhibit, run down the costs and meet with JEA to get the data. Once those all of that information is assembled, the City will be in a better position to refine the language for the development agreement in order to get the required notice and have the first public hearing.

Mayor Brown expressed that is important to everyone that we want this project completed, the green tank gone, and to do what is best for the City in the long run as to how we accomplish this.

City Hall Roof Repair

Consideration of Approval of City of Neptune Beach Bid No. 2023-02, City Hall Roof Repair. Project Manager Jason Lupson stated that he is requesting approval for the City Hall Roof bid. There is an estimated \$170,000 cost that includes metal roofing and removal and reinstallation of the solar-powered panels. The project should take approximately three to six months.

Councilor Key asked what portion of the roof is being replaced and the square footage. Mr. Lupson answered that the entire roof would be replaced and it was close to 5,000 square feet.

Councilor Key expressed that this cost seems high.

Councilor Livingston agreed that the cost seems high and asked was there any way to reduce the cost since our Public Works Department installed the solar panels in-house.

Mr. Lupson explained that these were estimates and there are areas where we could cut back.

Councilor Messinger clarified that this is more than just reroofing. There is structural reengineering. There is the removal, cleaning and servicing of the solar panels. The panels will now also be reinstalled to Code. There was not a lightning system previously on City Hall. For what we are getting, the cost is in line commercially. He did question the contingency of \$50,000. He added a 15% to 20% is more reasonable.

Mr. Lupson explained that the \$50,000 contingency is coming from protecting the City's assets.

Mr. Roth reminded everyone that the City reserves the right to reject all bids. Just because the City commits to putting the bid out, does not mean we are committing to accepting a bid.

Councilor Key asked if we have to do this during hurricane season. Mr. Lupson stated it is a risk, but the consultant had mapped out the project.

Made by Messinger, seconded by Key.

MOTION: TO APPROVE CONB 2023-02, CITY HALL ROOF REPAIR BID

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Amended Consent
Order

Consideration of Approval of Authority of Signature for Amended Consent Order OGC-Neptune Beach WWTF, OGC No. 20-0773. Mr. Roth explained that Council would need to authorize Interim City Manager Pike to sign the Amended Consent Order for the Wastewater Treatment Facility.

Deputy Public Works Director Colin Moore explained that the previous Public Works Director had negotiated the terms of this consent order. There is a \$250 fine for updating this as long as we don't exceed the levels. He confirmed Vice Mayor Chin's inquiry that we would have until April, 2024, to complete corrective actions.

Made by Messinger, seconded by Key.

MOTION: TO AUTHORIZE INTERIM CITY MANAGER TO SIGN AMENDED FDEP CONSENT ORDER OGC FILE NO. 20-0773

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Police Dept. A/C

Consideration of Approval of Neptune Beach Police Department A/C System Overhaul. Commander Key explained that the primary air-conditioning unit in the Police Department has failed. The 911 and electrical equipment housed in the building is paramount to the operation of the department. There is a repair and maintenance line item in the budget for this. They received two bids out of six vendors that were contacted.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE PURCHASE OF A/C SYSTEM FOR NEPTUNE BEACH
POLICE DEPARTMENT FROM B COOL AIR CONDITIONING & HEATING
IN AN AMOUNT NOT TO EXCEED \$18,000**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Res. No. 2023-04,
PORF Board

Resolution No. 2023-04, A Resolution of the City of Neptune Beach Reappointing a Member
to the Police Officers' Retirement Board.

This agenda item was moved to the next meeting

Adjournment

There being no further business, the meeting adjourned at 7:35 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, MARCH 20, 2023, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday March 20, 2023, at 6:00 p.m., in Council Chambers, 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 (*absent*)

STAFF:

City Attorney Zachary Roth
 Interim City Manager Richard Pike
 Community Development Director Heather Whitmore
 Deputy Public Works Director Colin Moore
 Interim Police Chief Michael Key
 Code Compliance Supervisor Piper Turner

**Call to
Order/Roll Call**

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

AWARDS/PRESENTATIONS/RECOGNITION OF GUESTS

**Police Dept.
Employee of
the Year**

Interim Police Chief Michael Key introduced Denine (Dee) Zagari and presented her with the award for Police Department's employee of the year. Ms. Zagari was nominated by two different supervisors as she works as a full-time animal control officer and part time dispatcher. This award exemplifies Ms. Zagari's professionalism and connection with the citizens. Her hard work paid off while pursuing an enforcement case involving an ADA defense concerning allowing a service animal to run free on the beach. She started the case to the end, went to countless meeting, arranged for expert witness to appear in court and testifying. Ms. Zagari thanked everyone and stated she has worked for the City of Neptune Beach for 11 years and plans to stay for many more.

**Proclamation
For Water
Conservation**

Mayor Brown presented the Water Conservation Proclamation to Douglas Conkey of the St. John's Water Management District proclaiming April as Water Conservation Month. April is typically a dry month in Florida and as a City we need to take this time to educate the public to conserve water and focus on looking for leaks and cutting back our usage. Mr. Conkey thanked the Mayor and Council.

ISSUE DEVELOPMENT

Hiring of Public Works Director Consideration of Approval for the Hiring of Deryle Calhoun as Public Works Director. Interim City Manager Richard Pike introduced Deryle Calhoun, P.E. Staff is asking for approval to move forward with the hiring process. Mr. Calhoun has meet with the staff and Public Works and looks forward to working with everyone.

Made by Key, seconded by Livingston.

MOTION: TO THE ALLOW THE CITY MANAGER TO PROCEED WITH HIRING MR. CALHOUN AS THE PUBLIC WORKS DIRECTOR

Roll Call Vote:

Ayes: 4- Key, Livingston, Chin, and Brown

Noes: 0

Absent: 1-Messinger

MOTION CARRIED

City Manager and Chief Financial Officer Search Interim City Manager Richard Pike asked the Council to close the job posting for the City Manager on March 31, 2023 as we have received numerous qualified applicants so that the first round of interviews with City Council can be scheduled. He also asked Council to allow him to pursue finding qualified applicants for the Chief Financial Officer's position and start with interviews.

Public Comments Pat Hazouri, 207 Florida Blvd, spoke about the water and sewer needs for the 500 Block Atlantic Blvd and getting those services from the City of Atlantic Beach. She questioned if Tribridge and TLM Realty the same people. She also asked if there were any records for the money spent for two consultants last year.

City Attorney Zach Roth stated there will be a meeting on Thursday, March 23, 2023 with TLM Realty to discuss the water connection and the finding from the JEA water study results. Mayor Brown stated that the hooks up to Atlantic Beach would only be in case of a fire for the shopping center. A valve could be opened on the Atlantic Beach side if a fire occurred. The City of Neptune Beach will be supplying the daily water needs for the 572 Atlantic project. Mr. Roth stated this is only for the 572 Atlantic and 500 Atlantic is a separate property and will have to be addressed later.

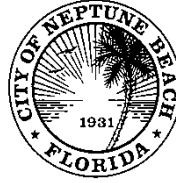
Adjournment The workshop meeting adjourned at 6:43 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
THURSDAY, FEBRUARY 23, 2023, 6:00 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 Thursday, February 23, 2023, 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 (<i>absent</i>)	STAFF: City Attorney Zachary Roth(via Zoom) Interim City Manager Richard Pike Public Works Director Deryle Calhoun Deputy Public Works Director Colin Moore Interim Police Chief Michael Key Community Development Director Heather Whitmore City Clerk Catherine Ponson
Call to Order/Roll Call	Mayor Brown called the Special Meeting to order at 6:00 p.m. and led the Pledge of Allegiance.	
First Public Hearing, Dev. Agreement Amendment	<u>FIRST OF TWO PUBLIC HEARINGS - First Amendment to Development Agreement between the City of Neptune Beach, Florida and Neptune Beach, FL Realty LLC entered into on March 1, 2021</u> Mayor Brown explained this is the first of two required hearings. The public hearing will only be on the subject of the meeting which is the Development Agreement Amendment. Public Hearing Mayor Brown opened the first public hearing on the Development Agreement Amendment. John Cicchino, 629 Cherry Street, Neptune Beach, stated he appreciated the due diligence work that has been completed regarding the options to adequately supply fire suppression requirement for the new Publix. He requested Council take the option of using the readily available water offered by Atlantic Beach and begin the process of removing the industrial tank. Chuck McCue, 1908 3rd Street, Neptune Beach, stated the documents for the hiding of the tank, are sufficient. He stated he is speaking for 98-99% of the people of Neptune Beach. He added that we need to fix the infrastructure. That's the number one priority we need to concentrate on. He commended the Neptune Beach Police Department on a job well done during a recent incident. Mayor Brown closed the public hearing.	

City Attorney Zach Roth explained that at the last meeting there had been discussion of performing a hydraulic study and then performing certain improvements for a period of one year, and if that doesn't work, connecting to Atlantic Beach. Jacksonville Electric Authority (JEA) had completed the hydraulic study at no cost to the City. They found there are no solutions to put in place for the next year that would bring the water flows back. This simplifies the amendment to the Development Agreement. It states that within six months of when 500 Atlantic or Atlantic Beach brings that pipe over, it must be connected to and remove the tank.

Mr. Roth clarified that 500 Atlantic or Atlantic Beach or the developer is making separate arrangements to bring water across Atlantic Boulevard. This amendment is a commitment to tying into what is being brought across Atlantic Boulevard. The City, under this arrangement, is committing to paying up to \$60,000 just for that connection. The City would have no maintenance responsibility.

Mr. Roth pointed out that there is a provision that if the extension is not completed in 12 months, then the developer and the City will work together to find a resolution. He added that he does not like a provision that is that open-ended. Unfortunately, the City does not know why it would not be completed. It is very difficult to put something in that is more specific. It is still a duty to cooperate.

Mr. Roth remarked that the vegetative buffer is unaltered from the last version. He added that it is a new buffer requirement in the Development Agreement. The vegetation would remain even after the tank is removed.

Mr. Roth concluded that what is being asked of Council is to pass on the first read, move to a second read an agreement where the City commits to pay up to \$60,000 to connect to the water pipe brought across from Atlantic Beach and the tank be removed.

Vice Mayor Chin clarified, from confusion evidenced from emails, that this agreement is solely for 572 Atlantic Boulevard and has nothing to do with 500 Atlantic. This is just for fire suppression.

Vice Mayor Chin remarked that Neptune Beach does not know how Atlantic Beach would bring the water source across.

Mr. Roth commented that there have been discussions of bringing it over in two locations, one by McDonald's and one closer to Seminole Road. He also pointed out that developer would pay dollar for dollar for the connection.

Vice Mayor Chin stated that it seems Neptune Beach is limited by the capacity of the City water tank.

Public Works Director Deryle Calhoun remarked that JEA built the model and would anticipate just over 700,000 gallons per minute at a hydrant and the developer's engineer has 471,000 gallons per minute. The discrepancy had been pointed out and is being looked at by the engineer.

Councilor Key questioned how long would it take to make the connection. Mr. Calhoun stated explained it has to go through permitting and get a contractor. He does not know for a fact the timeframe.

Councilor Key asked if we have written explicit permission that Atlantic Beach is willing to connect from their system.

Mr. Calhoun stated he does not have anything in writing but he has spoken with Atlantic Beach City Engineer Steve Swann who has expressed interest in the connection.

Mr. Roth commented that there are conceptual designs put it place to show the connections.

Councilor Key expressed that she wants to make sure we don't go through this process and Atlantic Beach not want to make the connection. It is important to have an agreement. The Cherry Street neighbors are concerned with not filling the tank. She is hearing that they have to fill the tank to open while this is figured out.

Mr. Roth reported that for Publix to open, the tank has to be full to have the fire suppression requirement.

Councilor Key asked if there was a cost for lowering the tank and is that a possibility.

Andrew Greene, Neptune Beach, FL Realty LLC, answered that that he understood that the neighbors want the tank gone. There is not a practical path to lower the tank.

Councilor Key stated she asks because of the discrepancy in what the developer's engineer and what other engineers are saying the size of the tank should be.

Mr. Roth pointed out that as currently drafted, the development agreement amendment includes a return of the escrow money that is being held to ensure completion. He suggested that we ensure that it is complied with the agreement before we finalize and agree to release the escrow.

Councilor Livingston stated that she would like to see something more in-depth as far as a plan and timeline about Atlantic Beach before the second read. She also would like to see something more formal regarding filling the tank.

Mr. Roth advised that based on Council's decision on the agreement, his recommendation would be to modify the stop work order to permit filling of the tank subject to certain conditions.

Mayor Brown commented that there has not been anything formally asked of Atlantic Beach.

Councilor Key expressed that she would feel more comfortable moving forward if there was something in writing that Atlantic Beach agreed to the connection for 572 Atlantic. She added that there was confusion between the 500 and 572 Atlantic. We are discussing 572 Atlantic.

Vice Mayor Chin remarked that Council would like to have some letter or official assurance from Atlantic Beach that they are interested in moving forward. He asked if Atlantic Beach is waiting on communication from Neptune Beach. He added that the City of Neptune Beach needs to generate official communication.

Mayor Brown conveyed that the communication should be drafted, in writing, saying what we need. We also need to know what the process is after that.

Mr. Roth clarified that the first read of this agreement is tonight. It has to be published again for seven days and then there would be a second read. The earliest the notice could be published is Monday, March 27, for the second read at the April 3 Regular Council meeting. There is time to get that confirmation from Atlantic Beach.

Councilor Livingston stated she is comfortable moving forward with the first read understanding what has been discussed and answers that Council wants.

Councilor Key clarified that this first read is moving forward with the process. Council has the opportunity to stop the process should items not be finished.

Made by Livingston, seconded by Chin

MOTION: **TO MOVE THE DEVELOPMENT AGREEMENT AMENDMENT FORWARD TO A SECOND READ**

Roll Call Vote:

Ayes: 4-Key, Livingston, Chin, and Brown

Noes: 0

Absent: Messinger

MOTION CARRIED

Stop
Order

Work

Stop Work Order. Mr. Roth reported that the status of the stop work order is that it has been amended to permit all work up to putting water into the tank. The developer cannot fill the tank or use the tank. They are asking for further modification to permit them to fill the tank halfway with conditions.

Mr. Roth informed Council that these conditions were volunteered to be placed by the developer.

Councilor Key asked what unfilling the tank would look like.

Mr. Greene reported there is a release valve as part of the pump mechanism. The water would drain toward the rear swale. They are putting landscaping in the back at this time and emptying the tank would be done in a way that would not cause erosion.

Councilor Key requested a five-minute recess to speak with the Cherry Street residents present before voting on the modification to the stop work order.

Mayor Brown announced a five-minute recess at 6:50 p.m.

Mayor Brown resumed the meeting at 6:55 p.m.

Councilor Key reported that some of the residents have reservations but the majority feel comfortable with the stop work order modifications.

Made by Key, seconded by Livingston.

MOTION: **TO APPROVE MODIFYING THE STOP WORK ORDER TO PERMIT THE TANK TO BE FILLED HALFWAY, UNDER THE FOLLOWING CONDITIONS:**

1. **PAY FOR A FULL TANK FILL UP FRONT, EVEN THOUGH THE TANK WILL BE FILLED HALFWAY;**
2. **IF THE DEVELOPMENT AGREEMENT AMENDMENT IS NOT PASSED ON THE SECOND READ, THE TANK WILL BE EMPTIED, WITH SUCH EMPTYING TO OCCUR IN A MANNER THAT DOES NOT CAUSE EROSION OR OTHER DAMAGE TO THE ADJACENT PROPERTIES AND OWNER BEING RESPONSIBLE FOR ANY SUCH DAMAGE AND WITH CITY REPRESENTATIVES PRESENT AND NO REFUND OF WHAT WAS PAID TO FILL THE TANK;**
3. **IF THE DEVELOPMENT AGREEMENT AMENDMENT IS SUBSEQUENTLY APPROVED AND THE TANK IS ALLOWED TO BE FILLED, PAYMENT TO FILL THE TANK WOULD BE MADE AGAIN.**

Roll Call Vote:

Ayes: 4-Livingston, Key, Chin, and Brown

Noes: 0

Absent: Messinger

MOTION CARRIED

Adjournment There being no further business, the Special Meeting adjourned at 6:57 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



Agenda Item #8A

Ord. No. 2023-01

Floor Area Ratio

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

AGENDA ITEM:	LDC Update Sec. 27-237. - Building area requirements. (1) (2) (3)
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	March 30, 2023
BACKGROUND:	The SF Floor Area Ratio (FAR) maximum is not intended to be used in conjunction with a ratio. It often caps the maximum allowable building square footage well below what the 65% to 75% ratio threshold would otherwise permit, and creates nonconformities with existing structures. Staff recommends removal of 3,500 SF and 3,000 SF Maximum Previously discussed at February 21st Workshop and passed on First Read at the March 6, 2023 Council meeting
BUDGET:	NA
RECOMMENDATION:	Consider Second Reading/Adoption at April 3 rd Meeting
ATTACHMENT:	1. Ordinance 2023-01 2. Ordinance 2023-01 Exhibit A: Floor Area Ratio Proposed Language Sec. 27-237. - Building area requirements.

INTRODUCED BY:

VICE MAYOR CHIN



ORDINANCE NO. 2023-01

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 4 ALCOHOLIC BEVERAGES; CHAPTER 8 BUILDINGS AND BUILDING REGULATIONS: ARTICLE VII COASTAL CONSTRUCTION CODE; CHAPTER 17 SALES; CHAPTER 18 STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES; OF THE CODE OF ORDINANCES AND FURTHER AMENDING AND REVISING CHAPTER 27 UNIFIED LAND DEVELOPMENT REGULATIONS; REVISING THE FOLLOWING ARTICLES: ARTICLE I IN GENERAL, ARTICLE II ADMINISTRATIVE AND ENFORCEMENT BODIES, ARTICLE III ADMINISTRATIVE AND ENFORCEMENT PROCEDURES, ARTICLE IV LAND USE, ARTICLE V ACCESSORY STRUCTURES AND USES, ARTICLE VI CONCURRENCY, ARTICLE VII PROTECTION OF POTABLE WELL FIELDS, ARTICLE IX TREE PROTECTION AND LANDSCAPING, ARTICLE X STREETS, SIDEWALKS, AND RIGHT OF WAY, ARTICLE XII STORMWATER AND EROSION CONTROL, ARTICLE XIII OFF STREET PARKING AND LOADING, ARTICLE XV ADVERTISING, AND ARTICLE XVIII NONCONFORMING LOTS, STRUCTURES, USES AND SIGNS; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

WHEREAS, the City of Neptune Beach, Florida previously enacted Chapter 27 Unified Land Development Regulations and Code of Ordinances, of the City of Neptune Beach and;

WHEREAS, the City has received feedback from residents and stakeholders that it should be a priority to preserve the unique character of Neptune Beach through this process; and

WHEREAS, development contrary to the desires of residents, stakeholders, and the City Council would undermine the planning efforts undertaken and create irreparable harm to the scheme of development sought within the City; and

WHEREAS, prior efforts inconsistent with such desires, including costly litigation, could have been mitigated had the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances contained provisions designed to clarify matters and protect the interests of the City and its residents; and

WHEREAS, the City Council previously adopted a new comprehensive plan; and

WHEREAS, the City Council subsequently undertook a process to analyze, revise, and refine the land development regulations contained in Chapter 27 of the City's Code to meet the goals set forth above and to ensure compliance with the comprehensive plan; and

WHEREAS, the City Council has hired the services of Dover, Kohl & Partners, an award-winning planning firm, to assist with the comprehensive plan and land development regulation revision process; and

WHEREAS, the City and Dover, Kohl and Partners have conducted numerous forums, charettes, meetings, and collected feedback regarding the desires of the residents and stakeholders within the City regarding such matters; and

WHEREAS, the information received from such efforts was used to develop proposed revisions to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances; and

WHEREAS, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the City Council Chambers; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest; and

WHEREAS, in particular, the City Council of the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to amend the language contained in the attached "**EXHIBIT A**".

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

SECTION 1. Chapter 27 Unified Land Development Regulations and the additional aforementioned chapters of the Code of Ordinances of the City of Neptune Beach is hereby revised as provided on "**EXHIBIT A**".

SECTION 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance or “EXHIBIT A” is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance or “EXHIBIT A”, and it shall be construed to be the legislative intent to pass this Ordinance or “EXHIBIT A” without such unconstitutional, invalid or inoperative part therein.

SECTION 3. Repeal of Laws in Conflict. All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this 6th day of March, 2023.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Adopted on Second and Final Reading this 3rd day of April, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney

EXHIBIT A

Sec. 27-237. - Building area requirements.

Principal buildings shall not exceed the maximum floor areas, exclusive of the required architectural elements, as provided for below:

- (1) **R-1 district:** Total floor area of all buildings are limited to a maximum floor area ratio (FAR) of seventy-five (75) percent of the total lot area ~~or a maximum of three thousand five hundred (3,500) square feet, whichever is less~~. Balconies, porches, and other architectural features are excluded from the FAR requirement. Except, breezeways are limited to fifteen (15) feet in length from the vertical exterior wall of the principal structure to the vertical exterior wall of an accessory structure.

The FAR is calculated by dividing the gross floor area by the total lot area. The total lot area for this provision shall be the boundary of the parcel as indicated by the property lines unless the lot is non-conforming, in which case, one-half the width of the adjacent local right-of-way may be used.

- (2) **R-2 district:** Total floor area of all buildings are limited to a maximum floor area ratio (FAR) of seventy (70) percent of the total lot area ~~or a maximum of three thousand (3,000) square feet, whichever is less~~. Balconies, porches, and other architectural features are excluded from the FAR requirement. Except, breezeways are limited to fifteen (15) feet in length from the vertical exterior wall of the principal structure to the vertical exterior wall of an accessory structure.

The FAR is calculated by dividing the gross floor area by the total lot area. The total lot area for this provision shall be the boundary of the parcel as indicated by the property lines unless the lot is non-conforming, in which case, one-half the width of the adjacent local right-of-way may be used.

- (3) **R-3 district:** Total floor area of all buildings are limited to a maximum floor area ratio (FAR) of sixty-five (65) percent of the total lot area ~~or a maximum of three thousand (3,000) square feet, whichever is less~~. Balconies, porches, and other architectural features are excluded from the FAR requirement. Except, breezeways are limited to fifteen (15) feet in length from the vertical exterior wall of the principal structure to the vertical exterior wall of an accessory structure.

The FAR is calculated by dividing the gross floor area by the total lot area. The total lot area for this provision shall be the boundary of the parcel as indicated by the property lines unless the lot is non-conforming, in which case, one-half the width of the adjacent local right-of-way may be used.

- (4) **R-4 district:** Total floor area of all buildings are limited to a maximum floor area ratio (FAR) of sixty-five (65) percent of the total lot area. Balconies, porches, and other architectural features are excluded from the FAR requirement. Breezeways are limited to fifteen (15) feet in length from the vertical exterior wall of the principal structure to the vertical exterior wall of an accessory structure.

The FAR is calculated by dividing the gross floor area by the total lot area. The total lot area for this provision shall be the boundary of the parcel as indicated by the property lines unless the lot is non-conforming, in which case, one-half the width of the adjacent local right-of-way may be used.

- (5) **R-5 district:** Not applicable.
- (6) **C-1 district:** In order to promote a more human-scaled environment along the 3rd Street Corridor, no freestanding building for any permitted use shall exceed thirty thousand (30,000) square feet in total gross floor area, as defined in section 27-15 of this Code. A structure may be constructed on a single parcel so long as the structure does not exceed 100 linear feet of frontage without a 10' separation between any additional structures constructed upon the same parcel of land. Furthermore, boutiques are limited to two (2) stories and no more than 2,000sf per floor. Wholesale warehouses, or other freestanding buildings for any permitted use located within one thousand (1,000) linear feet of each other that operate under common business ownership or management, share a warehouse or distribution facility, or otherwise operate as an associated, integrated, or cooperative business shall not exceed a combined thirty thousand (30,000) square feet of total gross floor area in aggregate.
- (7) **C-2 district:** No retail store, wholesale warehouse, nor any freestanding building for any permitted use shall exceed sixty thousand (60,000) square feet in total gross floor area, as defined in section 27-15 of this Code. Shopping centers may be constructed so long as no single unit within such center exceeds these sixty thousand (60,000) square feet limit. Furthermore, any retail stores, wholesale warehouses, or other freestanding buildings for any permitted use located within one thousand (1,000) linear feet of each other that operate under common business ownership or management, share a warehouse or distribution facility, or otherwise operate as an associated, integrated, or cooperative business shall not exceed a combined sixty thousand (60,000) square feet of total gross floor area in aggregate.
- (8) **C-3 district:** No retail store, wholesale warehouse, nor any freestanding building for any permitted use shall exceed sixty thousand (60,000) square feet in total gross floor area, as defined in section 27-15 of this Code. Shopping centers may be constructed so long as no single unit within such center exceeds these sixty thousand (60,000) square feet limit. Furthermore, any retail stores, wholesale warehouses, or other freestanding buildings for any permitted use located within one thousand (1,000) linear feet of each other that operate under common business ownership or management, share a warehouse or distribution facility, or otherwise operate as an associated, integrated, or cooperative business shall not exceed a combined sixty thousand (60,000) square feet of total gross floor area in aggregate.
- (9) **CBD district:** In order to preserve the small scale and quaint commercial character of the Central Business District, which also seeks to provide spaces for small local businesses, no freestanding building in the CBD shall exceed a gross floor area of twenty-five thousand (25,000) square feet.

- (10) **NC overlay:** In order to better match the surrounding residential character, no freestanding commercial building in the Neighborhood Commercial Overlay shall exceed a gross floor area of twenty thousand (20,000) square feet.
- (11) **RC overlay:** Total floor area of all buildings are limited to a maximum floor area ratio (FAR) of sixty-five (65) percent of the total lot area. Balconies, porches, and other required architectural features are excluded from the FAR requirement.

The FAR is calculated by dividing the gross floor area by the total lot area. The total lot area for this provision shall be the boundary of the parcel as indicated by the property lines.

This instrument prepared by and return to:

Jacob T. Cremer, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
PO Box 3299
Tampa, FL 33601

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “First Amendment”) is made and entered into as of the _____ day of _____, 2023 by and between the **CITY OF NEPTUNE BEACH, FLORIDA**, a municipal corporation of the State of Florida (the “City”) and **NEPTUNE BEACH, FL REALTY LLC**, a Florida limited liability company (together with its successors and assigns “Developer”).

RECITALS

WHEREAS, a Development Agreement was entered into on March 1, 2021 and recorded in the Clerk of Court for Duval County Official Records Book 19662, Page 1438 (the “Development Agreement”); and

WHEREAS, after entering into the Development Agreement and beginning the store design process, Developer discovered the City’s current water infrastructure provided insufficient fire flow to the Property for fire protection; and

WHEREAS, to meet fire flow test standards for fire protection approval, Developer constructed and installed an external fire pump and water storage tank; and

WHEREAS, building permit numbers 202200015 and 202201360 are hereby ratified and work may continue as approved; and

WHEREAS, the underlying issue of the City’s water system improvements remains unaddressed; and

WHEREAS, Developer and City have agreed to amend and modify certain provisions contained in the Development Agreement to include water system improvements, as more particularly set forth below; and

WHEREAS, an extension of City of Atlantic Beach utility service to the south side of Atlantic Boulevard between Pine Street and Sherry Drive has been identified as alternative source of sufficient fire flow (the “COAB Extension”); and

WHEREAS, the City conducted a hydraulic study to evaluate the underlying issues described above and determine possible means of addressing such issues sufficient to restore required flow levels; and

WHEREAS, the results of the study demonstrated that no short-term improvements to the water system will result in restoration of sufficient flows and that any solutions will require long-term planning and implementation; and

WHEREAS, the study demonstrated that the most cost-effective and time-effective method for ensuring sufficient water flows to permit the removal of the water tank is to connect to the COAB Extension; and

WHEREAS, Developer and City believe it is in their mutual best interest to provide a process for causing such connection and desire to memorialize same; and

WHEREAS, at the conclusion of two noticed public hearings, the City approved this First Amendment and authorized the Mayor of the City to execute it on behalf of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into and made a part of this First Amendment. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Development Agreement.

Section 2. **Amendment.** Section 32 is hereby added to the Development Agreement, as follows:

Section 32. Water System Improvements. To eliminate the need for a water storage tank on the Property, the City and Developer commit to the following:

- A. Developer will install a connection to the COAB Extension within six (6) months of the completion of the COAB Extension, subject to the City of Atlantic Beach permitting said connection. The City agrees to permit, allow, and cooperate with the City of Atlantic Beach to extend water service and sewer service to the south side of Atlantic Boulevard. Developer and City agree to use commercially reasonable efforts to timely facilitate such connection.
- B. Developer and the City agree to evenly share the construction costs of installing the connection to the COAB Extension. Notwithstanding the foregoing, the City's contribution shall not exceed sixty thousand (\$60,000) dollars. Developer is responsible for all costs which exceed one-hundred twenty thousand (\$120,000) dollars. The City agrees to

reimburse Developer for the City's portion of the cost within sixty (60) days of receipt of an invoice. Reimbursement of any costs must be sought by Developer within six (6) months of the completion of the connection to the COAB Extension. The responsibilities in this subsection are limited to the connection to the COAB Extension; in no event shall this First Amendment require the City or Developer to construct or contribute funds towards the COAB Extension itself. The City shall have no other monetary obligations regarding these matters except as to the construction of the initial connection.

- C. Prior to the commencement of construction for the connection to the COAB Extension, the City may elect to implement water system improvements to increase the water pressure and flow to the Property and surrounding area. Upon such election, the City shall notify Developer in writing. The City's election to implement water system improvements is in lieu of Developer connecting to the COAB Extension.
- D. Developer shall use commercially reasonable efforts to remove the water storage tank within six (6) months after connection to the COAB Extension or completion of the City's water system improvements provided the applicable water system supplies adequate water pressure and flows to meet required fire flow standards. In no event shall the water storage tank be required to be removed unless and until after six (6) months of adequate water pressure and flows meeting fire flow standards.
- E. If the COAB Extension is not completed within twelve (12) months of this First Amendment, Developer and City mutually agree to cooperate to determine an alternative plan to cause the removal of the water tank.

Section 3. **Amendment.** Section 4 of the Development Agreement is hereby amended, by adding the following:

C. **Enhanced Vegetative Buffer Improvements.** To better serve the privacy needs of the neighboring property owners, Developer has committed to providing enhanced vegetative buffer improvements at the rear of the Property, as depicted in Exhibit G (the "Enhanced Improvements"). No deviation from Exhibit G shall be permitted except by Amendment to this Agreement recorded in the public records of Duval County, Florida; however, the City Manager may approve minor deviations that, in his/her sole judgment and discretion, are not material and that do not relate to landscaping. All improvements must be maintained in a commercially reasonable manner and to reasonably minimize any cost to the City.

Section 4. **Amendment.** Section 4. B. of the Development Agreement is hereby amended, by adding the following:

7. **Return of Escrow.** Pursuant to Section 4. B. 1., the Improvements are deemed complete and escrow funds in the amount of \$1,365,000.00 shall be returned to Developer within thirty (30) days of the date of this First Amendment.

Section 5. **Recording of this First Amendment.** The City Clerk shall, no later than fourteen (14) days after this First Amendment is fully executed, cause this First Amendment to be recorded with the Clerk of Court for Duval County. The Developer shall bear the expense of recording this First Amendment.

Section 6. **Waiver.** This First Amendment is entered as a compromise of a disputed claim regarding the approval and construction of a water storage tank ("Disputed Claim"). The parties, including assignees, agree to waive any and all rights arising out of the Disputed Claim. In the event of a breach of the First Amendment provisions, all parties reserve the right to pursue all available legal remedies.

[Signatures Follow]

IN WITNESS WHEREOF the parties hereto have executed this First Amendment as of the date first above written.

FOR CITY OF NEPTUNE BEACH

Elaine Brown, Mayor

Attest

(City Seal)

_____, City Clerk

Approved to form:

Zachary Roth, Esq., City Attorney

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was signed, delivered, and acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____ 2023, by Elaine Brown, as the Mayor of the City of Neptune Beach, a political subdivision of the State of Florida, on behalf of the City. Such persons ____ are personally known to me or ____ have each produced a _____ as identification.

Notary Public

My Commission Expires:

FOR NEPTUNE BEACH, FL REALTY LLC

By: TLM Realty Corp., Class A
Managing Member

By: Ronald J. Oehl
Title: President

Witnesses:

Print: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed, delivered, and acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____ 2023, by Ronald J. Oehl, as the President of TLM Realty Corp., Class A, on behalf of Neptune Beach, FL Realty, LLC. Such persons _____ are personally known to me or _____ have each produced a _____ as identification.

Notary Public

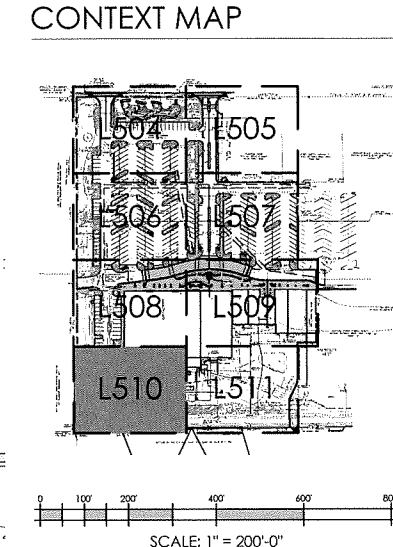
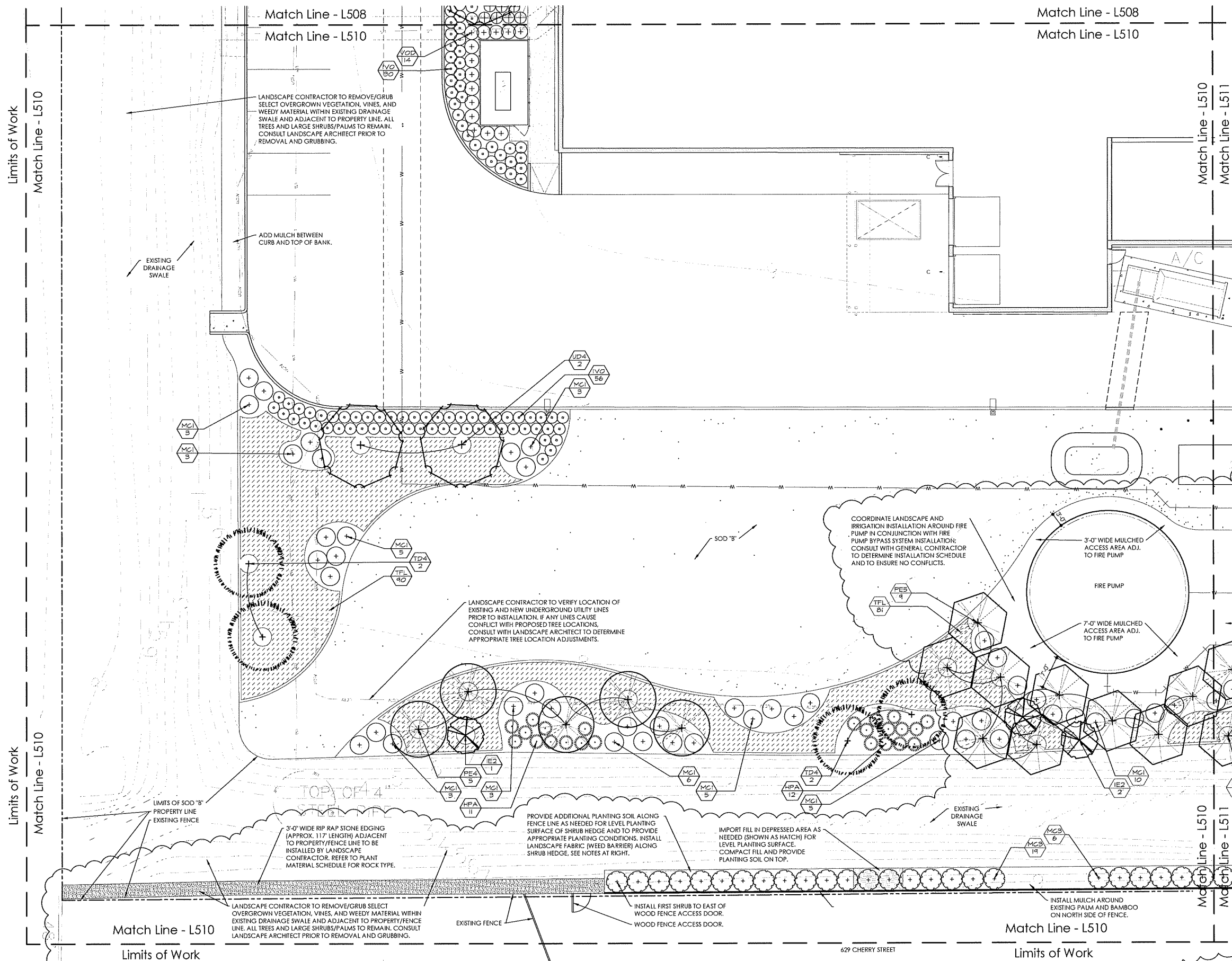
My Commission Expires:

EXHIBIT G

Enhanced Vegetative Buffer Improvements

Exhibit G

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FENCE LINE LANDSCAPE - NOTES

PLANTING SOIL: PROVIDE ADDITIONAL PLANTING SOIL ALONG FENCE LINE AS NEEDED FOR STABILIZED AND LEVEL PLANTING SURFACE OF SHRUB HEDGE AND TO PROVIDE APPROPRIATE PLANTING CONDITIONS.

LANDSCAPE FABRIC: INSTALL 4'-0" WIDE MIN. POLYPROPYLENE OR LINEN LANDSCAPE FABRIC (I.E. WEED BARRIER) FOR SHRUB HEDGE ALONG FENCE LINE FOR PURPOSES OF WEED PREVENTION AND SOIL STABILIZATION (APPROX. 250'-0" L.F. REFER TO PLAN). LANDSCAPE FABRIC TO BE CONTRACTOR-GRADE, UV RESISTANT, AND NON-BIODEGRADABLE. INSTALL PER MFR. RECOMM., INCLUDING SOIL PREPARATION AND INSTALLING LANDSCAPE PINS FOR SECURING FABRIC IN PLACE. ALL WEED BARRIER FABRIC TO BE COVERED WITH MULCH.

EXISTING TREES AND LARGE SHRUBS/PALMS TO REMAIN ALONG FENCE LINE. MULCH AROUND EXISTING TREES AND LARGE SHRUBS/PALMS AS NEEDED.

COORDINATE CONTINUED IRRIGATION AND MAINTENANCE OF SHRUB HEDGE WITH OWNER. SHRUBS MAY REQUIRE HAND-WATERING UNTIL ESTABLISHED.



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architecture
landscape architecture
urban design
visual communication

Jacksonville
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Jacksonville, FL 32207
t 904 296 8066
elmplan.com
AA26000604 - LC26000209

MICHAEL J. SCHIEBE
LA6667470

TLM REALTY CORP
NEPTUNE PLAZA WEST
NEPTUNE BEACH, FL

ISSUE DATES		
NO.	DESCRIPTION	DATE
1	ASI 03	01.26.2022
2	ASI 11	12.19.2022
3	ASI 13	02.10.2023

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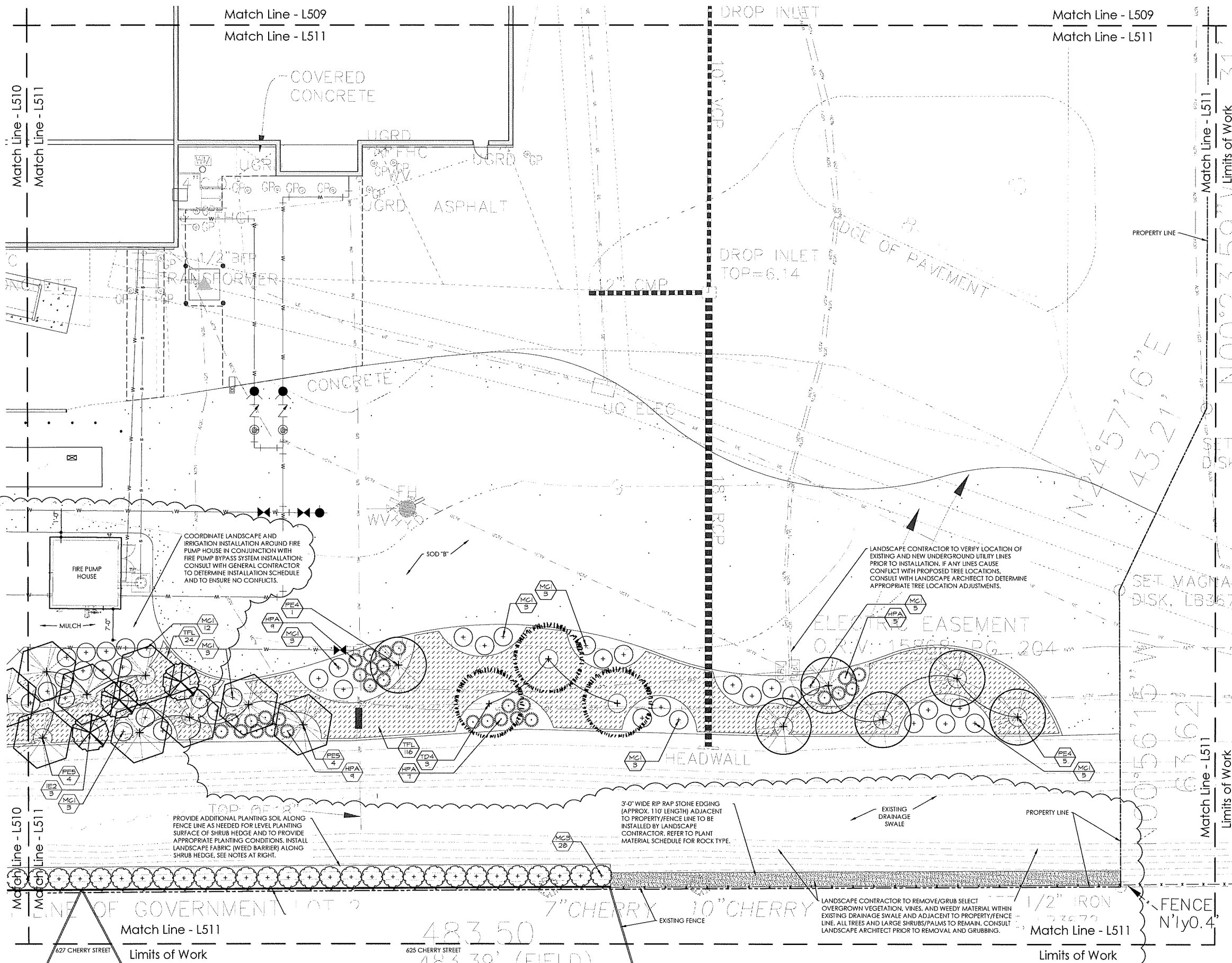
PROJ. #: 20-23.1
DATE: 07.30.2021
DRAWN BY: MJS
CHECKED BY: JMG
SCALE: AS NOTED

LANDSCAPE
PLAN

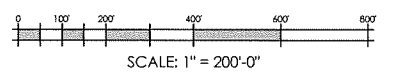
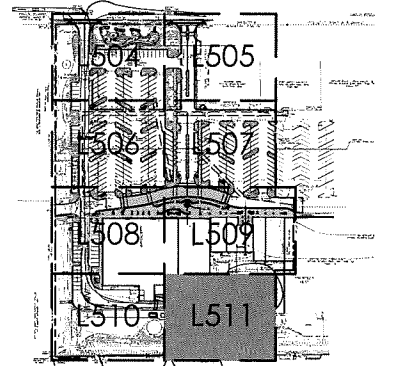
SHEET NUMBER

L510

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CONTEXT MAP



FENCE LINE LANDSCAPE - NOTES

- PLANTING SOIL: PROVIDE ADDITIONAL PLANTING SOIL ALONG FENCE LINE AS NEEDED FOR STABILIZED AND LEVEL PLANTING SURFACE OF SHRUB HEDGE AND TO PROVIDE APPROPRIATE PLANTING CONDITIONS.
- LANDSCAPE FABRIC: INSTALL 4'-0" WIDE MIN. POLYPROPYLENE OR LINEN LANDSCAPE FABRIC (I.E. WEED BARRIER) FOR SHRUB HEDGE ALONG FENCE LINE FOR PURPOSES OF WEED PREVENTION AND SOIL STABILIZATION (APPROX. 250'-0' LF. REFER TO PLAN). LANDSCAPE FABRIC TO BE CONTRACTOR-GRADE, UV RESISTANT, AND NON-BIODEGRADABLE. INSTALL PER MFR. RECOMM. INCLUDING SOIL PREPARATION AND INSTALLING LANDSCAPE PINS FOR SECURING FABRIC IN PLACE. ALL WEED BARRIER FABRIC TO BE COVERED WITH MULCH.
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MICHAEL J. SCHIEBE
LA6667470

TLM REALTY CORP
NEPTUNE PLAZA WEST
NEPTUNE BEACH, FL

ISSUE DATES

NO.	DESCRIPTION	DATE
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SCALE: AS NOTED

LANDSCAPE PLAN

SHEET NUMBER

L511
Page 32 of 184



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

AGENDA ITEM:	Approval of Recommendation to Award for the Senior Activity Center Porch and Exterior Finishes
SUBMITTED BY:	Jason Lupson, Project Manager
DATE:	3/29/2023
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. 2.18.2022, via digital delivery from consultant, Permitting & Bid Set received from ML+H. 4.18.2022 Workshop - Final Design presented to Council for Consideration, Additional Design requested by Council at this meeting (Cupolas and shutters). 5.2.2022 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 \$300,000.00 - 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. 12.2.2022 Meeting - Rejection of all bids received. 1.12.2023 via digital delivery 2nd ITB submitted to potential bidders. 2.14.2023 via digital delivery Bid due date was extended to advertise within Florida State Statute 255.0525. 2.21.2023 Meeting - Approval to modify Supplemental Agreement No. 1 with ML+H to remain hourly and not to exceed \$3,500. 3.29.2023 Meeting - Two bids received.
BUDGET:	Staff budgeted \$498,000.00 in this year's Better Jax 1/2 Cent Tax Fund (109-1119-519-90-10) and will have \$34,694.16 remaining if this purchase is approved. Staff also budgeted \$785,000.00 in this year's Local Half Cent Sales Tax Fund (001-0000-335-18-00) and will have \$321,694.16 remaining if this purchase is approved.
RECOMMENDATION:	Staff respectfully requests Council's approval in the execution of services between CONB and TSG Construction, LLC
ATTACHMENT:	Marquis Latimer + Halback Opinion of Probable Costs & Bid Review Email E.B. Morris General Contractors, Inc. bid with Bid Conformance Evaluation Form TSG Construction, LLC bid with Bid Conformance Evaluation Form City of Neptune Beach Annual Budget Fiscal Year 2023

OPINION OF PROBABLE COSTS

Pricing assumes construction now.

Project 21.45.0 Neptune Senior Community Center
Last Updated February 1, 2022
Est. Construction Timeline 6 months *schedule may vary based on weather and final design*

Item	Qty	Unit	Per Unit	Subtotal	Notes
HARDSCAPE					
concrete pathways	790	sf	\$ 7.00	\$ 5,530.00	4" depth concrete
vehicular parking	5,370	sf	\$ 15.00	\$ 80,550.00	pervious pavers; Tremron
concrete wheel stops	24	ea	\$ 200.00	\$ 4,800.00	new curb in parking lot + entrance
entry plaza paving	450	sf	\$ 15.00	\$ 6,750.00	decorative paving
asphalt repaving	-	sf	\$ 5.00	Not Included	asphalt to remain as-is
LANDSCAPE					
large trees	3	ea	\$ 1,200.00	\$ 3,600.00	field grown or 200 gal.
understory trees	4	ea	\$ 750.00	\$ 3,000.00	field grown or 50 gal.
shrubs	5,750	SF	\$ 4.00	\$ 23,000.00	varies; note area is north of road
sod (or seed?)	10,150	SF	\$ 1.50	\$ 15,225.00	bahia or st. augustine sod
irrigation	15,900	SF	\$ 1.00	\$ 15,900.00	temporary (3-6 months)
mulch	3,833	SF	\$ 0.60	\$ 2,300.00	bales pine straw
gravel	2,030	SF	\$ 2.00	\$ 4,060.00	bales pine straw
BUILDING STRUCTURES					
front porch area	1,320	sf	\$ 125.00	\$ 165,000.00	wraps bldg 15'; rough ballpark LTA
side porch area	950	sf	\$ 125.00	\$ 118,750.00	Additive Alternate?
AMENITIES					
monument sign at street	1	allowance	\$ 5,000.00	\$ 5,000.00	St. Peter's Cemetery Sign
planters	-	ea	\$ 1,500.00	Not included	removed during DD dev.
landscape / accent lighting	-	allowance	\$ 500.00	Not included	landscape/accent lighting
decorative fence	-	lf	\$ 40.00	Not included	4" aluminum fence of E side
SITE PREP / GRADING					
Site Utilities	24,780	sf	\$ 0.70	\$ 17,346.00	not included

OPINION OF PROBABLE COSTS

Pricing assumes construction now.

Project 21.45.0 Neptune Senior Community Center

Last Updated February 1, 2022

Est. Construction Timeline 6 months *schedule may vary based on weather and final design*

Demo, Grading, Fill	24,780 sf	\$	0.50	\$	12,390.00	minimal clearing of landscape
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MISC CONSTRUCTION ITEMS

n/a	\$	-
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CONTRACTOR'S COST

General Conditions	5%	\$	24,160.05
Misc. Insurance	2%	\$	7,972.82
Fee	5%	\$	24,160.05

SUBTOTAL	\$	483,201.00
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OWNER'S ALLOWANCES

Owner's Market Escalation	5% per yr	1	\$	24,160.05	2% per qtr; 5% per yr further out
Design Fee Estimate	4%		\$	35,721.66	estimated
Owner's Design Contingency	0% allowance		\$	-	
Owner's Construction Cont.	5% allowance		\$	24,160.05	

TOTAL PROBABLE CONSTRUCTION COST	\$	623,535.68
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\$	25.16	Cost per SF
	24,780	Square Feet

Jason Lupson

From: Jeremy Marquis <jeremy@halback.com>
Sent: Wednesday, March 29, 2023 4:11 PM
To: Jason Lupson
Cc: Leslie Lyne; Gavin Cain; Fremont Latimer; Les Thomas; Jeremy Calloway
Subject: RE: Senior Activity Center Porch and Exterior Finishes Reading of Bids
Attachments: TSG Construction Bid_MLHcomments-032923.pdf; E.B. Morris General Contractors Bid_MLHcomments-032923.pdf; 21.45.0-NeptuneSrCommCtr_OPCC_020122v1.pdf

29 March 2023

Jason,

Les and I reviewed these in some detail, and I have attached some thoughts and comments. I also spoke with Jeremy Calloway who felt like the pricing is about correct between line items 62 and 74.

I also attached the February 2022 opinion of probable costs. We anticipated \$483K *before* contractor general conditions and allowances. With all of these, it was close to \$623K.

- TSG Construction: \$463,305 (74.3% of OPCC)
- *Opinion of Probable Costs: \$623,535 anticipated*
- EB Morris: \$690,460 (110.7% of OPCC)

I would suggest that the City keep the landscape within the scope of work, but the City might want to consider doing the irrigation. Typically a landscape contractor wants to control both pieces for a warrantied landscape. It also keeps responsibility on the contractor to bring everything to conclusion.

If the references all look good, it seems like TSG Construction has bid this very favorably for the City of Neptune Beach. We'd recommend making sure there is not an error on their side, but if the price is correct, this appears to be advantageous.

Please review, and let me know if you have any questions.

Many thanks,

Jeremy

Jeremy Marquis, RLA, Principal

ASLA, LEED AP BD+C

Marquis Latimer + Halback, Inc.

34 Cordova Street, Suite A

St. Augustine, FL 32084

904.540.6940 (c)

904.825.6747 (o)

From: Jason Lupson <pm@nbfl.us>
Sent: Wednesday, March 29, 2023 2:42 PM
To: Jeremy Marquis <jeremy@halback.com>
Cc: Leslie Lyne <dsc@nbfl.us>; Gavin Cain <Gavin@halback.com>; Fremont Latimer <fremont@halback.com>; Les

Thomas <lestthomasarchitect@gmail.com>; Jeremy Calloway <jeremy@mavengineers.com>

Subject: RE: Senior Activity Center Porch and Exterior Finishes Reading of Bids

Hello all,

Please take a look at the two attached bids for review. We will be going to the council for the award on Monday, 4/3. Please let us know your thoughts.



Jason Lupson, PMP

Project Manager

City of Neptune Beach

2010 Forest Ave

Neptune Beach, FL 32266

Office: (904) 270-2423

Cell: (904) 749-0069

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From: Jeremy Marquis <jeremy@halback.com>

Sent: Wednesday, March 29, 2023 8:14 AM

To: Jason Lupson <pm@nbfl.us>

Cc: Leslie Lyne <dsc@nbfl.us>; Gavin Cain <Gavin@halback.com>; Fremont Latimer <fremont@halback.com>; Les Thomas <lestthomasarchitect@gmail.com>; Jeremy Calloway <jeremy@mavengineers.com>

Subject: RE: Senior Activity Center Porch and Exterior Finishes Reading of Bids

Jason,

After the bid(s) are read, would you like to jump on a call to discuss? I am not sure I can attend in person, but Gavin and/or I can be available via phone. I can hopefully patch in Les and/or Jeremy Calloway as needed.

Jeremy

Jeremy Marquis, RLA, Principal

ASLA, LEED AP BD+C

Marquis Latimer + Halback, Inc.

34 Cordova Street, Suite A

St. Augustine, FL 32084

904.540.6940 (c)

904.825.6747 (o)

Bid Conformance Evaluation Form

Bid No: CONB BID NO. 2023-01
Project: Neptune Beach Senior Activity Center Porch and Exterior Finishes
Bidder: E.B. Morris General Contractors, Inc.
Bid Amount: \$690,460.00

Bid conformance with the solicitation requirements checklist (responsiveness):

Solicitation Required Item	Documents Submitted	Appears to comply with requirements	Notes
Bid Form	☒ Yes ☐ No	☒ Yes ☐ No	
Acknowledged addenda	☒ Yes ☐ No	☒ Yes ☐ No	
Bid Bond	☒ Yes ☐ No	☒ Yes ☐ No	
Certificates as to Corporate Principal	☒ Yes ☐ No	☒ Yes ☐ No	
Sworn Statements, Acknowledgements, and Affidavits	☒ Yes ☐ No	☒ Yes ☐ No	
Certificate Regarding Lobbying	☒ Yes ☐ No	☒ Yes ☐ No	
Anti-Kickback Affidavit	☒ Yes ☐ No	☒ Yes ☐ No	
Sworn Statement/Public Entities Crime Form	☒ Yes ☐ No	☒ Yes ☐ No	
Drug-Free Workplace Form	☒ Yes ☐ No	☒ Yes ☐ No	
Bonding Capacity Form	☐ Yes ☒ No	☐ Yes ☒ No	
Certificate of Insurance Form	☐ Yes ☒ No	☐ Yes ☒ No	
Acknowledgment of Conformance with OSHA Standards	☐ Yes ☒ No	☐ Yes ☒ No	
Bidder's License Information	☒ Yes ☐ No	☒ Yes ☐ No	CGC57425
Bidder's FEIN	☒ Yes ☐ No	☒ Yes ☐ No	59-3399145
Bidder's SunBiz Document Number	☐ Yes ☒ No	☐ Yes ☒ No	
Proof of a minimum of five (5) years in business	☐ Yes ☒ No	☐ Yes ☒ No	
Proof that the Bidder is a licensed Florida General Contractor or Florida Underground Utility Contractor	☒ Yes ☐ No	☒ Yes ☐ No	
work for a government entity in Florida, within the last three (3) years	☐ Yes ☒ No	☐ Yes ☒ No	
Minimum of three (3) reference projects of similar scope, size, and cost to this project	☐ Yes ☒ No	☐ Yes ☒ No	
Resumes of the Bidder's proposed project manager and project superintendent	☐ Yes ☒ No	☐ Yes ☒ No	
list of all subcontractors performing greater than \$10,000	☒ Yes ☐ No	☒ Yes ☐ No	
MBE/WBEs and local preference utilization or good faith efforts	☒ Yes ☐ No	☒ Yes ☐ No	MBE/WBE = 0% ; Local preference = 26%
Reference project's	☐ Yes ☒ No	☐ Yes ☒ No	
Current workload (project) commitments	☐ Yes ☒ No	☐ Yes ☒ No	
Bidder's DUNS number	☒ Yes ☐ No	☒ Yes ☐ No	932439425
W-9	☐ Yes ☒ No	☐ Yes ☒ No	
Bidder's proposed schedule	☐ Yes ☒ No	☐ Yes ☒ No	

SECTION 00300

BID FORM

CONB BID NO. 2023-01
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

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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	\$	\$

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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	4	\$	\$
37	2x10x8 Beams & Roof	ea	2	\$	\$
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	\$	\$

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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	1	\$	\$
69	2-Year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
72	Furnish and Install all plants, trees and landscaping as listed in the appendices and on the Landscape Schedule – 21.45.00	LSUM	1	\$	\$
73	Furnish and Install all Irrigation as listed in appendices and on the Irrigation Schedules – 21.45.00	LSUM	1	\$	\$
74	Furnish and Install all Hardscape as listed in appendices and on the Hardscape Schedule – 21.45.00	LSUM	1	\$	\$
75	Furnish and Install all related traffic control and parking devices as listed in appendices	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. Bidder further acknowledges that the

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

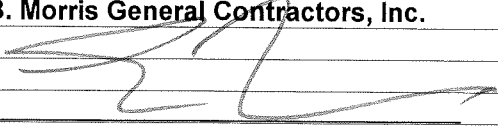
Buyer's Contingency Allowance: \$25,000.00
(Numerals)

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

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$ 20,000.00
2	Bonds and Insurance	LSum.	1	\$	\$ 13,500.00
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	\$	\$ 58,490.00
4	16x16x12 Type "A" Foundations	LSUM	34	\$ 456.15	\$ 15,509.10
5	16x24x12 Type "B" Foundations	LSUM	4	\$ 55.40	\$ 221.60
6	16x20x12 Type "C" Foundations	LSUM	26	\$ 398.90	\$ 10,371.40
7	24x24x12 Type "D" Foundations	LSUM	3	\$ 83.10	\$ 249.30
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$ 2.17	\$ 282.10
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$ 4.39	\$ 65.85
10	10" #5 Rebar	ea	240	\$ 2.50	\$ 600.00
11	18" #5 Rebar	ea	28	\$ 10.32	\$ 288.96
12	48" #5 L-Bar (rebar)	ea	58	\$ 22.41	\$ 1,299.78
13	Concrete	CY	5.25	\$ 184.68	\$ 969.57
14	2x12x20 Joists & Posts	ea	10	\$ 47.47	\$ 474.72
15	2x12x18 Joists & Posts	ea	12	\$ 35.04	\$ 420.48
16	2x12x16 Joists & Posts	ea	50	\$ 30.95	\$ 1,547.40
17	2x12x10 Joists & Posts	ea	18	\$ 17.06	\$ 307.15
18	2x12x8 Joists & Posts	ea	7	\$ 13.21	\$ 92.48
19	2x10x14 Joists & Posts	ea	66	\$ 22.70	\$ 1,498.46
20	2x10x12 Joists & Posts	ea	2	\$ 19.18	\$ 38.35
21	2x10x10 Joists & Posts	ea	20	\$ 15.86	\$ 317.28
22	2x10x8 Joists & Posts	ea	14	\$ 10.62	\$ 148.68
23	6x6x10 Joists & Posts	ea	68	\$ 52.42	\$ 3,564.29
24	ABU66Z (10) Joists & Posts	ea	68	\$ 85.19	\$ 5,792.78
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$ 7.55	\$ 513.26
26	LUS210Z (50)	ea	244	\$ 4.07	\$ 992.59
27	LUS210-2Z (25)	ea	24	\$ 7.31	\$ 175.39
28	2x12x16 Beams & Roof	ea	4	\$ 30.95	\$ 123.79
29	2x12x10 Beams & Roof	ea	24	\$ 17.06	\$ 409.54
30	2x12x8 Beams & Roof	ea	17	\$ 13.21	\$ 224.60
31	2x12x12 Beams & Roof	ea	2	\$ 28.00	\$ 55.99
32	2x12x18 Beams & Roof	ea	90	\$ 35.04	\$ 3,153.60
33	2x10x16 Beams & Roof	ea	24	\$ 22.66	\$ 543.74
34	2x10x24 Beams & Roof	ea	6	\$ 65.28	\$ 391.68
35	2x10x20 Beams & Roof	ea	2	\$ 28.44	\$ 56.88

36	2x10x10 Beams & Roof	ea	3	\$ 15.86	\$ 47.59
37	2x10x8 Beams & Roof	ea	4	\$ 10.62	\$ 42.48
38	2x6x24 Beams & Roof	ea	2	\$ 43.43	\$ 86.86
39	2x8x16 Beams & Roof	ea	2	\$ 17.56	\$ 35.11
40	2x8x12 Beams & Roof	ea	2	\$ 13.66	\$ 27.31
41	2x8x10 Beams & Roof	ea	2	\$ 9.89	\$ 19.78
42	2x8x8 Beams & Roof	ea	1	\$ 7.91	\$ 7.91
43	2x10 slope hanger	ea	60	\$ 14.63	\$ 877.68
44	2x10 slope skew right	ea	24	\$ 20.06	\$ 481.54
45	2x10 slope skew left	ea	24	\$ 20.06	\$ 481.54
46	Simpson HUC210 (25)	ea	2	\$ 4.07	\$ 8.14
47	Simpson H2.5A (100)	ea	200	\$ 0.80	\$ 160.80
48	7/16x4x8 OSB	ea	100	\$ 14.44	\$ 1,443.60
49	PSCA 7/16 (250)	ea	1000	\$ 0.14	\$ 144.00
50	High Temp Ice and Water	ea	16	\$ 120.00	\$ 1,920.00
51	5/4x6x16 STD TR Decking	ea	355	\$ 21.19	\$ 7,523.16
52	Wood Railing	LF	385	\$ 14.20	\$ 5,465.46
53	2x12 Stringers	ea	10	\$ 29.71	\$ 297.12
54	24" Standing Seam Metal Roof	sq	26	\$ 400.00	\$ 10,400.00
55	Metal Drip	LF	240	\$ 4.00	\$ 960.00
56	Metal Flashing	LF	140	\$ 3.00	\$ 420.00
57	Horizontal Hardie Board Siding	SF	40	\$ 76.67	\$ 3,066.72
58	Column Top & Bottom Trim	LF	24	\$ 150.00	\$ 3,600.00
59	Decorative Vinyl Shutter Sets	ea	3	\$ 144.00	\$ 432.00
60	Vinyl Lattice	SF	342	\$ 5.22	\$ 1,785.24
61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1	\$	\$ 142,092.00
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1	\$	\$ 15,253.00
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$ 4,403.00
64	Install Ceiling Mounted Light	ea	13	\$ 150.00	\$ 1,950.00
65	Install Wall Mounted Light	ea	4	\$ 150.00	\$ 600.00
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$ 150.00	\$ 750.00
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$ 150.00	\$ 1,200.00
68	Install ceiling fan mounted with light	ea	4	\$ 150.00	\$ 600.00
69	2-Year Warranty Bond	LSUM	1	\$	\$ 2,492.00
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$ 42,023.00
71	Disposal and Disposal Fees	LSUM	1	\$	\$ 2,700.00

72	Furnish and Install all plants, trees and landscaping as listed in the appendices and on the Landscape Schedule – 21.45.00	LSUM	1	\$	\$ 53,309.00
73	Furnish and Install all Irrigation as listed in appendices and on the Irrigation Schedules – 21.45.00	LSUM	1	\$	\$ 26,308.00
74	Furnish and Install all Hardscape as listed in appendices and on the Hardscape Schedule – 21.45.00	LSUM	1	\$	\$ 181,880.00
75	Furnish and Install all related traffic control and parking devices as listed in appendices	LSUM	1	\$	\$ 7,475.16
			Total of All Unit Price Bids		\$ 665,460.00
	Submitted By:				
	E.B. Morris General Contractors, Inc.				
					
	Eric Morris, President				

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: \$ 690,460.00
(Numerals)

Addendum Receipt:

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

ADDENDUM NO. 1 DATED 2/9/2023
ADDENDUM NO. 2 DATED 2/14/2023
ADDENDUM NO. 3 DATED 3/27/2023

Bidder's DUNS Number: 932439425

Bidder's FEIN Number: 59-3399145

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: CGC57425
Bidder's License State: Florida
License Name/Organization: STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Bidder's Utility Sub-Contractor License Information:

Utility Sub-Contractor's License Type: Advantage Plumbing
Utility Sub-Contractor's License Category (if any): _____
Utility Sub-Contractor's License Special Qualification (if any): _____
Utility Sub-Contractor's License No: CFC1425959
Utility Sub-Contractor's License State: Florida
License Name/Organization: STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

00300-5

MBE/WBE Utilization:

Total MBE/WBE percent utilization on this project: 0 %

Total local preference percent utilization on this project: 26 %

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. Advantage Plumbing	☐	☒	☐	☐	☒
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.

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Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
Plumbing	Advantage Plumbing, Plumbing, CFC1425959	880 Mayport Rd. Atlantic Beach, FL 32233
Framing/Roofing	Gator City Roofing & Construction, Roofing, CCC1330875	463688 State Road 200, Suite 1-145 Yulee, FL 32097
Landscape/Irrigation	C.S.S. Landscaping, Inc., Corporation, P01000038773	2618 Rolac Rd. Jacksonville, FL 32207

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

00300-7

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]

This Bid is offered by:

Bidder:

E.B. Morris General Contractors, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date: 3/29/2023

(date signed)

Name: Eric Morris

(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: Please see attached certificate as to corporate principal

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

238 Canal Boulevard, Suite 1

Ponte Vedra Beach, FL 32082

Designated Representative:

Name: Eric Morris

(typed or printed)

Title: President

(typed or printed)

Address:

238 Canal Boulevard, Suite 1 Ponte Vedra Beach, FL 32082

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Phone:	904-998-9281
Email:	ebm@ebmorrisgc.com
License No.:	CGC57425
Classification:	General Contractor
Limitation:	Statewide

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that Eric Morris

E.B. Morris General Contractors, Inc. as Principal, and

The Cincinnati Insurance Company as Surety,

a Corporation chartered and existing under the laws of the State of Ohio, with its principal offices in the City of Cincinnati, 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 March 29, 2023, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2023-01
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.

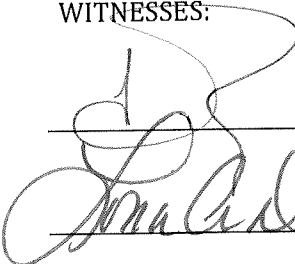
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 29th day of March, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

00400-1

WITNESSES:

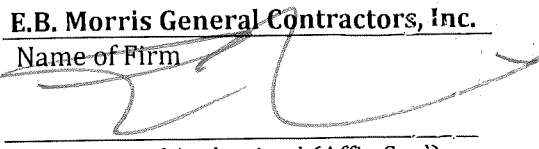
(If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:



PRINCIPAL:

E.B. Morris General Contractors, Inc.
Name of Firm


Signature of Authorized (Affix Seal)

President

Title

238 Canal Blvd., Suite 1

Business Address

Ponte Vedra Beach, FL 32082

City, State & Zip Code

WITNESSES:



Margie Schulz



Tracey C. Brown-Boone

SURETY:

The Cincinnati Insurance Company
Corporate Surety


Attorney-in-Fact (Affix Seal)
P.O. Box 145496

Seal) Business Address

Cincinnati, OH 45250-5496

City, State & Zip Code

Nielson, Hoover & Company

Name of Local Insurance Agency

00400-2

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Eric Monais, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Eric Monais 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.



Secretary

(Corporate Seal)

STATE OF FLORIDA

SS: COUNTY OF DUVAL

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared

Eric Monais

, to be well known, who being by me first duly sworn

upon oath, says that he is the Attorney-in-Fact, for the

CONTRACTOR

and that he has been authorized by E.B. Monais GC to execute the foregoing bond

on behalf of the Contractor named therein in favor of the Owner, the

CITY OF NEPTUNE BCH

Sworn and Subscribed to before me this 29th day of March, 2023.



Notary Public

Gennaro Della Porta

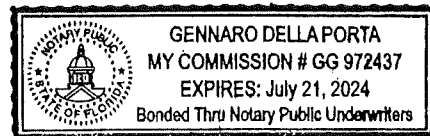
(Printed Name)

(Attach Power of Attorney
to original Bid Bond)

State of Florida at Large (Seal)

My commission expires:

7/21/2024



END OF SECTION

00400-3

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Dale Belis; Richard Zimmerman; Christian Collins and/or James Paul Hunter, Jr.

of Miami Lakes, Florida their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. 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.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 29th day of March, 2023.



Ed H.

NOT APPLICABLE

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

Trench Safety Measure (Description)	Units of Measure (LF SY)	Quantity	Unit Cost	Extended Cost
A. _____				
B. _____				
C. _____				
D. _____				
				TOTAL \$ <u>214</u>

SECTION 00420
SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Eric Morris ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of E.B. Morris General Contractors, Inc. (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: Eric Morris

Title: President

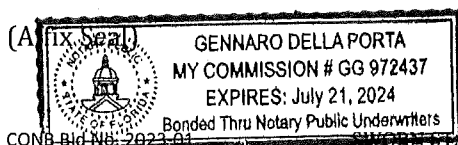
Subscribed and sworn before me this 29th day of March, 2023, by
Eric Morris, who is personally known to me or has produced
as identification.

My Commission expires: 7/21/2024

Notary Public

Gennaro Della Porta

Print Name



00420-1

CONFIDENTIAL - 2023-01-11 SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS
Neptune Beach Senior Activity Center Porch and Exterior Finishes

January 2023

2. **Certification Regarding Lobbying**

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

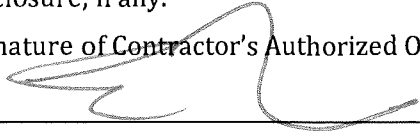
The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

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, E.B. Morris General Contractors, Inc., 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



Name and Title of Contractor's Authorized Official

Eric Morris - President

Date: 3/29/2023

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.

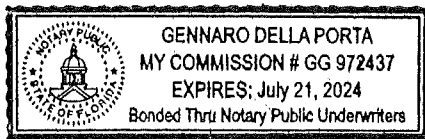
By: Eric Morris

Title: President

Subscribed and sworn before me this 29th day of March, 2023, by
Eric Morris, who is personally known to me or has produced
_____ as identification. [Signature]

My Commission expires: 7/21/2024

(Affix Seal)



Notary Public

Gennaro Della Porta

Print Name

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: Eric Morris - President
(Print Name and Title)

for: E.B. Morris General Contractors, Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

238 Canal Boulevard, Suite 1

Ponte Vedra Beach, FL 32082

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3399145

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, 1989, 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.]**

 x 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.]**

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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.

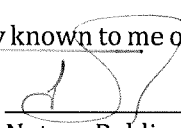
By: Eric Morris



Title: President

Subscribed and sworn before me this 29th day of March, 2023, by

Eric Morris, who is personally known to me or has produced

_____ as identification. 

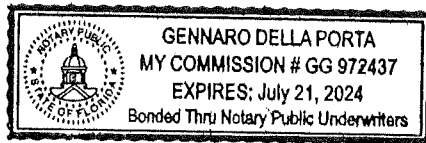
My Commission expires: 7/21/2024

Notary Public

Gennaro Della Porta

Print Name

(Affix Seal)



SPACE INTENTIONALLY LEFT BLANK

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5. Drug-Free Workplace Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
E.B. Morris General Contractors, 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

3/29/2023

Date

END OF SECTION

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

MORRIS, ERIC BROUGHAM

E B MORRIS GENERAL CONTRACTORS INC
238 CANAL BOULEVARD
SUITE 1
PONTE VEDRA BEACH FL 32082

LICENSE NUMBER: CGC57425

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.

Bid Conformance Evaluation Form

Bid No: CONB BID NO. 2023-01
Project: Neptune Beach Senior Activity Center Porch and Exterior Finishes
Bidder: TSG Construction, LLC
Bid Amount: \$463,305.84

Bid conformance with the solicitation requirements checklist (responsiveness):

Solicitation Required Item	Documents Submitted	Appears to comply with requirements	Notes
Bid Form	☒ Yes ☐ No	☒ Yes ☐ No	
Acknowledged addenda	☒ Yes ☐ No	☒ Yes ☐ No	
Bid Bond	☒ Yes ☐ No	☒ Yes ☐ No	
Certificates as to Corporate Principal	☒ Yes ☐ No	☒ Yes ☐ No	
Sworn Statements, Acknowledgements, and Affidavits	☒ Yes ☐ No	☒ Yes ☐ No	
Certificate Regarding Lobbying	☒ Yes ☐ No	☒ Yes ☐ No	
Anti-Kickback Affidavit	☒ Yes ☐ No	☒ Yes ☐ No	
Sworn Statement/Public Entities Crime Form	☒ Yes ☐ No	☒ Yes ☐ No	
Drug-Free Workplace Form	☒ Yes ☐ No	☒ Yes ☐ No	
Bonding Capacity Form	☒ Yes ☐ No	☒ Yes ☐ No	
Certificate of Insurance Form	☒ Yes ☐ No	☒ Yes ☐ No	State Farm is not authorized to fill out our form for legal reasons. Insurance documents were provided
Acknowledgment of Conformance with OSHA Standards	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's License Information	☒ Yes ☐ No	☒ Yes ☐ No	CGC1530241
Bidder's FEIN	☒ Yes ☐ No	☒ Yes ☐ No	11-3813402
Bidder's SunBiz Document Number	☒ Yes ☐ No	☒ Yes ☐ No	L09000002302
Proof of a minimum of five (5) years in business	☒ Yes ☐ No	☒ Yes ☐ No	Registered business since 1/7/2009
Proof that the Bidder is a licensed Florida General Contractor or Florida Underground Utility Contractor	☒ Yes ☐ No	☒ Yes ☐ No	
work for a government entity in Florida, within the last three (3) years	☒ Yes ☐ No	☒ Yes ☐ No	DCPS Public School & St. Johns River Water Management District. Project completion 02/2023
Minimum of three (3) reference projects of similar scope, size, and cost to this project	☒ Yes ☐ No	☒ Yes ☐ No	
Resumes of the Bidder's proposed project manager and project superintendent	☒ Yes ☐ No	☒ Yes ☐ No	
list of all subcontractors performing greater than \$10,000	☒ Yes ☐ No	☒ Yes ☐ No	
MBE/WBEs and local preference utilization or good faith efforts	☒ Yes ☐ No	☒ Yes ☐ No	100%
Reference project's	☒ Yes ☐ No	☒ Yes ☐ No	
Current workload (project) commitments	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's DUNS number	☒ Yes ☐ No	☒ Yes ☐ No	848619537
W-9	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's proposed schedule	☐ Yes ☒ No	☐ Yes ☒ No	Will provide if awarded

SECTION 00300

BID FORM

CONB BID NO. 2023-01
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

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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	\$	\$ 8,500.00
2	Bonds and Insurance	LSum.	1	\$	\$ 12,766.19
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	\$	\$ 10,000.00
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$ 3,400.00
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$ 400.00
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$ 3,250.00
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$ 375.00
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$ 15.00	\$ 1,950.00
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$ 20.00	\$ 300.00
10	10" #5 Rebar	ea	240	\$ 1.64	\$ 394.68
11	18" #5 Rebar	ea	28	\$ 3.84	\$ 107.64
12	48" #5 L-Bar (rebar)	ea	58	\$ 11.20	\$ 650.00
13	Concrete	CY	5.25	\$ 400.00	\$ 2,100.00

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14	2x12x20 Joists & Posts	ea	10	\$ 43.62	\$ 1,090.50
15	2x12x18 Joists & Posts	ea	12	\$ 37.46	\$ 1,123.92
16	2x12x16 Joists & Posts	ea	50	\$ 33.57	\$ 4,196.50
17	2x12x10 Joists & Posts	ea	18	\$ 21.63	\$ 973.35
18	2x12x8 Joists & Posts	ea	7	\$ 14.00	\$ 245.00
19	2x10x14 Joists & Posts	ea	66	\$ 23.26	\$ 3,839.22
20	2x10x12 Joists & Posts	ea	2	\$ 20.11	\$ 100.59
21	2x10x10 Joists & Posts	ea	20	\$ 15.91	\$ 795.90
22	2x10x8 Joists & Posts	ea	14	\$ 10.79	\$ 377.79
23	6x6x10 Joists & Posts	ea	68	\$ 50.94	\$ 8,660.82
24	ABU66Z (10) Joists & Posts	ea	68	\$ 66.16	\$ 11,247.88
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$ 4.76	\$ 809.20
26	LUS210Z (50)	ea	244	\$ 3.06	\$ 1,870.26
27	LUS210-2Z (25)	ea	24	\$ 5.61	\$ 336.84
28	2x12x16 Beams & Roof	ea	4	\$ 33.57	\$ 335.72
29	2x12x10 Beams & Roof	ea	24	\$ 21.63	\$ 1,297.80
30	2x12x8 Beams & Roof	ea	17	\$ 14.00	\$ 595.00
31	2x12x12 Beams & Roof	ea	2	\$ 32.91	\$ 164.57
32	2x12x18 Beams & Roof	ea	90	\$ 37.46	\$ 8,429.40
33	2x10x16 Beams & Roof	ea	24	\$ 24.38	\$ 1,463.28
34	2x10x24 Beams & Roof	ea	6	\$ 63.81	\$ 957.18
35	2x10x20 Beams & Roof	ea	2	\$ 27.56	\$ 137.83
36	2x10x10 Beams & Roof	ea	3	\$ 15.91	\$ 119.38
37	2x10x8 Beams & Roof	ea	4	\$ 10.79	\$ 107.94
38	2x6x24 Beams & Roof	ea	2	\$ 31.55	\$ 157.78
39	2x8x16 Beams & Roof	ea	2	\$ 18.80	\$ 94.01
40	2x8x12 Beams & Roof	ea	2	\$ 14.09	\$ 70.49
41	2x8x10 Beams & Roof	ea	2	\$ 11.11	\$ 55.58
42	2x8x8 Beams & Roof	ea	1	\$ 9.00	\$ 22.50
43	2x10 slope hanger	ea	60	\$ 14.11	\$ 2,116.80
44	2x10 slope skew right	ea	24	\$ 20.72	\$ 1,243.20
45	2x10 slope skew left	ea	24	\$ 20.72	\$ 1,243.20
46	Simpson HUC210 (25)	ea	2	\$ 22.87	\$ 114.38
47	Simpson H2.5A (100)	ea	200	\$ 0.61	\$ 308.00
48	7/16x4x8 OSB	ea	100	\$ 15.30	\$ 3,825.00
49	PSCA 7/16 (250)	ea	1000	\$ 17.79	\$ 177.94
50	High Temp Ice and Water	ea	16	\$ 151.10	\$ 6,044.00
51	5/4x6x16 STD TR Decking	ea	355	\$ 21.58	\$ 19,159.00
52	Wood Railing	LF	385	\$ 7.00	\$ 5,250.00
53	2x12 Stringers	ea	10	\$ 50.00	\$ 1,250.00
54	24" Standing Seam Metal Roof	sq	26	\$ 1,800.00	\$ 46,800.00
55	Metal Drip	LF	240	\$ 1.61	\$ 3,026.40
56	Metal Flashing	LF	140	\$ 1.94	\$ 682.29
57	Horizontal Hardie Board Siding	SF	40	\$ 5.85	\$ 234.32
58	Column Top & Bottom Trim	LF	24	\$ 5.12	\$ 122.92
59	Decorative Vinyl Shutter Sets	ea	3	\$ 111.88	\$ 839.10
60	Vinyl Lattice	SF	342	\$ 3.85	\$ 1,319.01

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61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1	\$	\$ 166,359.11
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1	\$	\$ 9,452.00
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$ 2,500.00
64	Install Ceiling Mounted Light	ea	13	\$ 100.00	\$ 1,300.00
65	Install Wall Mounted Light	ea	4	\$ 150.00	\$ 600.00
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$ 150.00	\$ 700.00
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$ 150.00	\$ 900.00
68	Install ceiling fan mounted with light	ea	4	\$ 400.00	\$ 1,600.00
69	2-Year Warranty Bond	LSUM	1	\$	\$ 0
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$ 2,500.00
71	Disposal and Disposal Fees	LSUM	1	\$	\$ 2,500.00
72	Furnish and Install all plants, trees and landscaping as listed in the appendices and on the Landscape Schedule – 21.45.00	LSUM	1	\$	\$ 82,415.54
73	Furnish and Install all Irrigation as listed in appendices and on the Irrigation Schedules – 21.45.00	LSUM	1	\$	\$ 20,000.00
74	Furnish and Install all Hardscape as listed in appendices and on the Hardscape Schedule – 21.45.00	LSUM	1	\$	\$ 123,963
75	Furnish and Install all related traffic control and parking devices as listed in appendices	LSUM	1	\$	\$ 2,250.00
Total of All Unit Price Bid Items					\$ 438,305.84

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. Bidder further acknowledges that the

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

Buyer's Contingency Allowance: \$25,000.00
(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

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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: \$ 463,305.84
(Numerals)

Addendum Receipt:

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

ADDENDUM NO. 1 DATED 03/27/2023

ADDENDUM NO. 2 DATED 03/27/2023

ADDENDUM NO. 3 DATED 03/27/2023

Bidder's DUNS Number: 848619537

Bidder's FEIN Number: 11-3813402

Bidder's License Information:

Bidder's License Type: General Contractor

Bidder's License Category (if any): General Construction

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

Bidder's License No: #CGC1530241

Bidder's License State: FLORIDA

License Name/Organization: Department of Business and Professional Regulation

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: _____

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MBE/WBE Utilization:Total MBE/WBE percent utilization on this project: 100 %Total local preference percent utilization on this project: 100 %

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. TSG Construction LLC	☒	☐	☐	☒	☒
2. N CONCRETE & CONSTRUCTION SERVICES	☐	☒	☐	☒	☒
3. JAY PRO CONSTRUCTION	☐	☒	☐	☒	☒
4. PTY CONTRACTORS LLC	☐	☒	☐	☒	☒
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.

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Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
TYPE I	NCONCRETE CONSTRUCTION SERVICES LLC DOC # L190001148910	10960 BEACH BLVD, LOT #127 JACKSONVILLE, FL 32244

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

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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]

This Bid is offered by:

Bidder:

TSG Construction LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
3/28/2023
(date signed)

Name: _____
Zhanylle T. Grant
(typed or printed)

Title: _____
Office Manager
(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: _____
Tony S. Grant, President
(typed or printed)

Address for giving notices:

1871 University Blvd S Unit B, Jacksonville, FL 32216

Designated Representative:

Name: _____
Zhanylle T. Grant
(typed or printed)

Title: _____
Office Manager
(typed or printed)

Address: _____
1871 University Blvd S Unit B, Jacksonville, FL 32216

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Phone: (904)535-8886

Email: nylletheresaa@tsgconstructioninc.com

License No.: #CGC1530241

Classification:

Limitation:

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SECTION 00400
BID BOND

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that TSG Construction LLC

_____ as Principal, and

Merchants National Bonding, Inc. _____, as Surety,

a Corporation chartered and existing under the laws of the State of Iowa, with its principal offices in the City of West Des Moines, 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 March 29th, 2023, for:

NEPTUNE BEACH SENIOR ACTIVITY CENTER
PORCH AND EXTERIOR FINISHES
CONB BID NO. 2023-01
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 28th day of March, 2023, 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

CONB Bid No. 2023-01
Neptune Beach Senior Activity Center Porch and Exterior Finishes

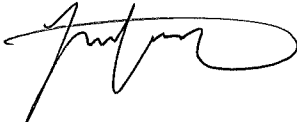
BID BOND
January 2023

WITNESSES:

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

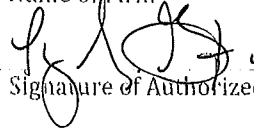
WITNESSES:

PRINCIPAL:


ZHANYLLE T. GRANT

TSG Construction LLC

Name of Firm


Signature of Authorized (Affix Seal)

TONY G. GRANT, PRESIDENT
Title

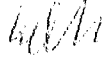
1871 University Blvd S Unit B

Business Address

Jacksonville, FL 32216

City, State & Zip Code

WITNESSES:



Erik Johansson, Witness

SURETY:

Merchants National Bonding, Inc.

Corporate Surety

Albert Melendez, Attorney-in-Fact (Affix Seal)

6700 Westown Pkwy.

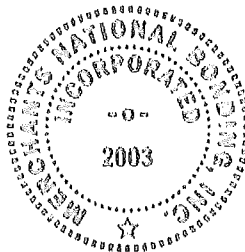
Business Address

West Des Moines, Iowa 50266

City, State & Zip Code

Performance Bonding Surety & Insurance Brokerage

Name of Local Insurance Agency



00400-2

CONB Bid No. 2023-01
Neptune Beach Senior Activity Center Porch and Exterior Finishes

BID BOND
January 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

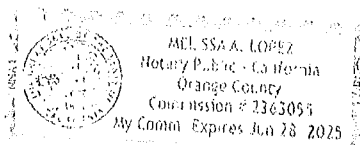
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On MAR 28 2023 before me, Melissa A. Lopez, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Albert Melendez
 Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Melissa A. Lopez
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signor(s)

Signor's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, SHEILA M. GRANT, certify that I am the Secretary of the Corporation named as Principal in the within bond; that TONY C. GRANT 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.

[Signature]
Secretary [Corporate Seal]

STATE OF FLORIDA)
)
SS: COUNTY OF DUVAL)

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

Sworn and Subscribed to before me this 29th day of MARCH, 2023.

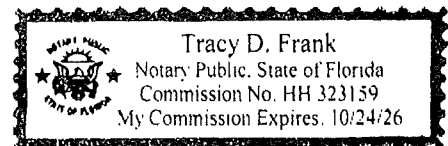
[Signature]
Notary Public

Tracy D. Frank
(Printed Name)

State of Florida at Large (Seal)

My commission expires: 10/24/26

(Attach Power of Attorney
to original Bid Bond)



END OF SECTION

00400-3

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Zhanylle T. Grant ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is Office Manager of TSG Construction LLC, (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: Zhanylle T. Grant

Title: Office Manager

Subscribed and sworn before me this 25th day of March, 2023 by

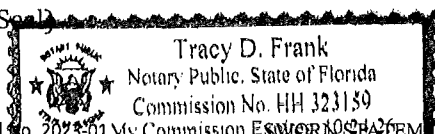
Zhanylle T. Grant who is personally known to me or has produced
6653-998-02-525-0 as identification

My Commission expires: 10/24/26

Tracy D. Frank
Notary Public

Tracy D. Frank
Print Name

(Affix Seal)



00420-1

CONB Bid No. 2023-01 My Commission Expires 10/24/26
Neptune Beach, Florida City of Neptune Beach and Exterior Finishes

January 2023

2. Certification Regarding Lobbying

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

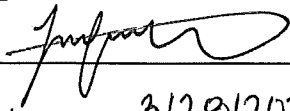
The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

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, TSG Construction LLC, 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: 3/28/2023

Name and Title of Contractor's Authorized Official

Zhanylle T. Grant, Office Manager

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: [Signature]
Title: Office Manager

Subscribed and sworn before me this 29th day of March, 2023, by
Zhanylle T. Grant, who is personally known to me or has produced
G653-998-02-525-0 as identification.

My Commission expires: 10/24/26

(Affix Seal)

[Signature]
Notary Public

Tracy D. Frank
Print Name



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: Zhanylle T. Grant, Office Manager

(Print Name and Title)

for: TSG Construction LLC

(Print Name of Entity Submitting Sworn Statement)

whose business address is:

1871 University Blvd S Unit B, Jacksonville, FL 32216

and (if applicable) its Federal Employer Identification Number (FEIN) is: 11-3813402

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: [Signature]
Title: Office Manager

Subscribed and sworn before me this 29th day of March, 2023 by
Zhanylle T. Grant, who is personally known to me or has produced
G653-998-02-525-0 as identification.

My Commission expires: 10/24/26

(Affix Seal)



[Signature]
Notary Public

Tracy D. Frank
Print Name

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00420-6

5. Drug-Free Workplace Form

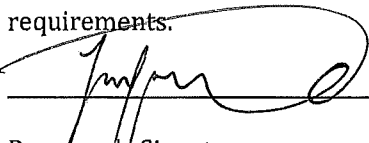
The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

TSG Construction LLC 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

3/28/2023

Date

END OF SECTION

00420-7

SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

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

BIDDER:

Firm Name: TSG Construction LLC
Address: 1871 University Blvd S, Unit B
City, State, Zip: Jacksonville, FL 32216
Phone: (904)677-4358

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:

\$ 750,000 each occurrence

\$ 750,000 aggregate

Percentage of bonding capacity expended with inclusion of this Bid 65 %

Bidder's Bonding Rate 3 %

Amount of ALL projects that the Bidder is currently preparing bid/proposals and/or have not yet been awarded
\$ 0

(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: A

Financial Size Category: VIII

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: Merchants National Bonding, Inc.

Address: 6700 Westown Pkwy,

City, State, Zip Code: West Des Moines, Iowa 50266

Authorized Signature: _____ Albert Melendez, Attorney-in-Fact

Date: March 28th, 2023

00440-1

CONB Bid No. 2023-01
Neptune Beach Senior Activity Center Porch and Exterior Finishes

BONDING CAPACITY CERTIFICATION LETTER
January 2023

STATE OF

COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who after first being
sworn by me, affixed his/her _____ (name of individual signing)
signature in the space provided above on this _____ day of _____, 20__.

My commission expires:

See Attached Required California All-Purpose Acknowledgment

NOTARY PUBLIC

END OF SECTION

00440-1

CONB Bid No. 2023 01
Neptune Beach Senior Activity Center Porch and Exterior Finishes

BONDING CAPACITY CERTIFICATION LETTER
January 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1180

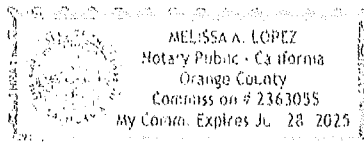
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On MAR 28 2023 before me, Melissa A. Lopez, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Albert Melendez
 Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Melissa A. Lopez
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____

Partner -- Limited General Partner -- Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

**MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Albert Melendez; Christina Johnson; Christina Rogers; Erik Johansson; Frances Leffer; Jennifer Anaya; Joaquin Perez; Melissa Lopez

their true and lawful Attorney(s)-in-Fact to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

This Power-of Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

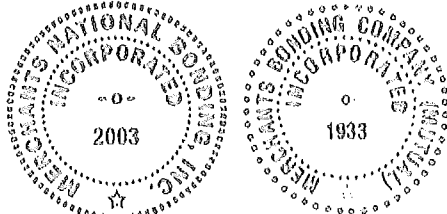
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorney -in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of January, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss

On this 6th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seal of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

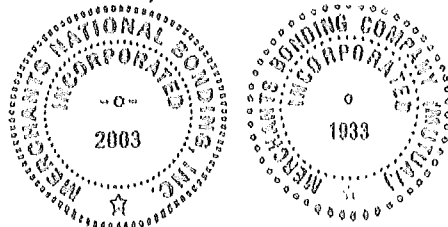


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of March, 2023.



William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS
BONDING COMPANY[™]

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678 8171 • FAX: (515) 243 3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: *Larry Taylor*
Larry Taylor, President

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 _____

Address _____

Status of Insured: _____ Corporation _____ Partnership _____ Individual

Location of Operations Insured _____

Description of Work:

City of Neptune Beach Senior Activity Center Porch and Exterior Finishes

CITY OF NEPTUNE BEACH <u>Forms of Coverage</u>	STATEFARM AGENT SAYS THEY CANNOT FILL OUT THE PROVIDED FORM, CERTIFICATE OF INSURANCE FOLLOWS THIS FORM.	Agent Name	Exp. Date
Workers Comp./Emp		_____	_____
Comprehensive Auto		_____	_____
Comprehensive Gen		_____	_____
Excess Liability		_____	_____
Other (Please specify		_____	_____

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: Jason Lupson, PMP, Project Manager
116 1st St.
Neptune Beach, FL 32266

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2023

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 SONYA WOOD INSURANCE AGENCY INC 1944 SOUTHSIDE BLVD JACKSONVILLE, FL 32216	CONTACT NAME: SONYA WOOD		
	PHONE (A/C, No, Ext): 904-724-6040	FAX (A/C, No): 904-376-8284	
	E-MAIL ADDRESS: SONYA@INSUREWITHWOOD.COM		
INSURED TONY GRANT & TSG CONSTRUCTION LLC 9817 ARNOLD RD JACKSONVILLE, FL 32246-8505	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company		25178
	INSURER B :		☐
	INSURER C :		☐
	INSURER D :		☐
	INSURER E :		☐
		INSURER F :	☐

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY			E52 3723-D20-59C	10/20/2022	04/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1MM
	☒ ANY AUTO			E52 3723-D20-59C	04/20/2023	10/20/2023	BODILY INJURY (Per person) \$
	☒ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☒ AUTOS ONLY						\$
	☒ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CARPENTRY- INTERIOR

CERTIFICATE HOLDER

CANCELLATION

CITY OF NEPTUNE BEACH 116 FIRST STREET NEPTUNE BEACH, FL 32266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2023

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 SUNZ Insurance Solutions, LLC. ID: (Kymberly) c/o Kymberly Group Payroll Solutions, Inc. 3218 E. Colonial Drive, Ste F Orlando, FL 32803	CONTACT NAME: Phil Martina PHONE (A/C, No, Ext): 407-228-6428 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: SUNZ Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kymberly Group Payroll Solutions, Inc. 3218 E Colonial Drive, Suite F Orlando FL 32803	NAIC # 34762

COVERAGES**CERTIFICATE NUMBER:** 73588554**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		WC064-00001-023	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: TSG Construction LLC
Client Effective: 3/19/2022

CERTIFICATE HOLDER

44123

City of Neptune Beach
116 First Street,
Neptune Beach, Florida 32266

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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SECTION 460
ACKNOWLEDGEMENT OF CONFORMANCE
WITH OSHA STANDARDS

TO THE CITY OF NEPTUNE BEACH:

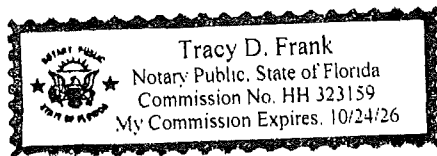
We, TSG Construction LLC, hereby acknowledge and agree that as Contractors for the construction of the Neptune Beach Senior Activity Center Porch and Exterior Finishes, CITY OF NEPTUNE BEACH, FLOIRDA, CONB BID NO. 2023-01, within the limits of the City of Neptune Beach, Florida, that we have the sole 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: [Signature]
Title: Office Manager

Subscribed and sworn before me this 29th day of March, 2023, by ,
Zhanylle T. Grant who is personally known to me or has produced
G653-998-02-525-0 as identification.

My Commission expires: 10/24/26

(Affix Seal)



[Signature]
Notary Public

TRACY D. FRANK
Print Name

END OF SECTION

SECTION 00500

PROCUREMENT AGREEMENT

This Procurement Agreement is by and between **The City of Neptune Beach** ("Buyer") and **TSG Construction LLC** ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Documents. The Goods and Special Services include all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to successfully perform and complete the Work as 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; tree protection; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; and demobilization required to accomplish construction of a wraparound porch, landscaping, dry swale, and parking at the Neptune Beach Senior Activity Center.

1.02 The Project

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Neptune Beach Senior Activity Center Porch and Exterior Finishes 2023-01.

1.03 Point of Destination

- A. The Point of Destination is designated as: Neptune Beach Senior Activity Center 2004 Forest Ave. Neptune Beach, FL. 32266.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract as stated in the Procurement Documents, are of the essence of the Procurement Contract.

2.02 Schedule of Procurement Contract Times

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Days	Notes
Submit Shop Drawings	15	
Deliver acceptable Goods to Point of Destination	30	

Note: days are the number of days after the date when the Contract Times commence to run. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Procurement Agreement or such other date as may be established therein.

Milestone	Date	Notes
The Work will be substantially completed, can be utilized for the purposes for which it is intended, and ready for final inspection no later than:	September 29, 2023	
The Work will be completed and ready for final payment no later than:	October 30, 2023	

2.03 Shop Drawings and Samples

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Documents to Buyer for its review and approval.
- B. *Buyer's Review:* It is the intent of the parties that the Buyer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 Liquidated Damages

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Work is not completed within the times specified within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) \$300 for each day that expires after the time specified in Paragraph 2.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Buyer, Seller shall pay Buyer

\$100 for each day that expires after the time specified in Paragraph 2.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Procurement Contract Price and Total Price

- A. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$ 8,500.00
2	Bonds and Insurance	LSum.	1	\$	\$ 12,766.19
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	\$	\$ 10,000.00
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$ 3,400.00
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$ 400.00
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$ 3,250.00
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$ 375.00
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$ 15.00	\$ 1,950.00
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$ 20.00	\$ 300.00
10	10" #5 Rebar	ea	240	\$ 1.64	\$ 394.68
11	18" #5 Rebar	ea	28	\$ 3.84	\$ 107.64

EJCDC® P-525, Agreement between Buyer and Seller for Procurement Contract.

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Page 3 of 12

12	48" #5 L-Bar (rebar)	ea	58	\$ 11.20	\$ 650.00
13	Concrete	CY	5.25	\$ 400.00	\$ 2,100
14	2x12x20 Joists & Posts	ea	10	\$ 43.62	\$ 1,090.50
15	2x12x18 Joists & Posts	ea	12	\$ 37.46	\$ 1,123.92
16	2x12x16 Joists & Posts	ea	50	\$ 33.57	\$ 4,196.50
17	2x12x10 Joists & Posts	ea	18	\$ 21.63	\$ 973.35
18	2x12x8 Joists & Posts	ea	7	\$ 14.00	\$ 245.00
19	2x10x14 Joists & Posts	ea	66	\$ 23.26	\$ 3,839.22
20	2x10x12 Joists & Posts	ea	2	\$ 20.11	\$ 100.59
21	2x10x10 Joists & Posts	ea	20	\$ 15.91	\$ 795.90
22	2x10x8 Joists & Posts	ea	14	\$ 10.79	\$ 377.79
23	6x6x10 Joists & Posts	ea	68	\$ 50.94	\$ 8,660.82
24	ABU66Z (10) Joists & Posts	ea	68	\$ 66.16	\$ 11,247.88
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$ 4.76	\$ 809.20
26	LUS210Z (50)	ea	244	\$ 3.06	\$ 1,870.26
27	LUS210-2Z (25)	ea	24	\$ 5.61	\$ 336.84
28	2x12x16 Beams & Roof	ea	4	\$ 33.57	\$ 335.72
29	2x12x10 Beams & Roof	ea	24	\$ 21.63	\$ 1,297.80
30	2x12x8 Beams & Roof	ea	17	\$ 14.00	\$ 595.00
31	2x12x12 Beams & Roof	ea	2	\$ 32.91	\$ 164.57
32	2x12x18 Beams & Roof	ea	90	\$ 37.46	\$ 8,429.40
33	2x10x16 Beams & Roof	ea	24	\$ 24.38	\$ 1,443.28
34	2x10x24 Beams & Roof	ea	6	\$ 63.81	\$ 957.18
35	2x10x20 Beams & Roof	ea	2	\$ 27.50	\$ 137.83

36	2x10x10 Beams & Roof	ea	3	\$15.91	\$119.38
37	2x10x8 Beams & Roof	ea	4	\$10.79	\$107.94
38	2x6x24 Beams & Roof	ea	2	\$31.55	\$157.78
39	2x8x16 Beams & Roof	ea	2	\$18.80	\$94.01
40	2x8x12 Beams & Roof	ea	2	\$14.09	\$70.49
41	2x8x10 Beams & Roof	ea	2	\$11.11	\$55.58
42	2x8x8 Beams & Roof	ea	1	\$9.00	\$22.50
43	2x10 slope hanger	ea	60	\$14.11	\$2,116.80
44	2x10 slope skew right	ea	24	\$20.72	\$1,243.20
45	2x10 slope skew left	ea	24	\$20.72	\$1,243.20
46	Simpson HUC210 (25)	ea	2	\$22.87	\$114.38
47	Simpson H2.5A (100)	ea	200	\$0.61	\$308.00
48	7/16x4x8 OSB	ea	100	\$15.30	\$3,825.00
49	PSCA 7/16 (250)	ea	1000	\$17.79	\$177.94
50	High Temp Ice and Water	ea	16	\$151.10	\$6,044.00
51	5/4x6x16 STD TR Decking	ea	355	\$21.58	\$19,159.00
52	Wood Railing	LF	385	\$7.00	\$5,250.00
53	2x12 Stringers	ea	10	\$50.00	\$1,250.00
54	24" Standing Seam Metal Roof	sq	26	\$1,800.00	\$46,800.00
55	Metal Drip	LF	240	\$1.61	\$3,026.40
56	Metal Flashing	LF	140	\$1.94	\$682.29
57	Horizontal Hardie Board Siding	SF	40	\$5.85	\$234.32
58	Column Top & Bottom Trim	LF	24	\$5.12	\$122.92
59	Decorative Vinyl Shutter Sets	ea	3	\$111.88	\$839.10

60	Vinyl Lattice	SF	342	\$ 3.85	\$1,319.01
61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1	\$	\$166,359.11
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1	\$	\$9,452.00
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$2,500
64	Install Ceiling Mounted Light	ea	13	\$100.00	\$1,300.00
65	Install Wall Mounted Light	ea	4	\$150.00	\$600.00
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$150.00	\$700.00
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$150.00	\$900.00
68	Install ceiling fan mounted with light	ea	4	\$400.00	\$1,600.00
69	2-Year Warranty Bond	LSUM	1	\$	\$0
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$2,500.00
71	Disposal and Disposal Fees	LSUM	1	\$	\$2,500.00
72	Furnish and Install all plants, trees and landscaping as listed in the appendices and on the Landscape Schedule – 21.45.00	LSUM	1	\$	\$82,415.54
73	Furnish and Install all Irrigation as listed in appendices and on the Irrigation Schedules – 21.45.00	LSUM	1	\$	\$20,000
74	Furnish and Install all Hardscape as listed in appendices and on the Hardscape Schedule – 21.45.00	LSUM	1	\$	\$123,963.00

75	Furnish and install all related traffic control and parking devices as listed in appendices	LSUM	1	\$	\$ 2,250.00
Total of All Unit Price Bid Items					\$438,305.84

B.

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
4. The Buyer will determine the actual quantities and classifications of unit price items furnished by Seller. The Buyer will review with Seller the preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). The Buyer's written decision will be final and binding upon Buyer and Seller (except as modified by Buyer Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.

- C. Buyer's Contingency Allowance is stipulated as \$25,000. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- D. The Total Price is \$ TBD. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 Procurement Contract Price and Total Price—Based on Attached Bid

- A. For furnishing the Goods and Special Services in accordance with the Procurement Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **None**.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- B. Buyer shall pay Seller the amount owed under an Application for Payment in accordance with Florida Statute is CH. 218 the Florida Prompt Payment Act.

4.03 *Interest*

- A. All amounts not paid when due may bear interest in accordance with Florida Statute is CH. 218 the Florida Prompt Payment Act.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Documents.

ARTICLE 6—PROCUREMENT DOCUMENTS

6.01 *List of Procurement Documents*

- A. The Procurement Documents consist of the following:
 - 1. This Procurement Agreement
 - 2. General Conditions of the Procurement Contract (Section 00700 pages 1 to 39, inclusive)
 - 3. Supplementary Conditions of the Procurement Contract (Section 00800 pages 1 to 5, inclusive)

4. Procurement Specifications as listed in the Procurement Specifications table of contents
 5. Procurement Drawings:
 - a. Bearing the following title: Neptune Beach Senior Community Center – Construction Plans, Civil Landscape, pages 1 to 44, inclusive
 6. Buyer supplied permits:
 - a. XXX
 7. Addenda Numbers (numbers 1 to 3, inclusive)
 8. Public Construction Performance and Payment bond, together with power of attorney (Section 00600 pages 1 to 3, inclusive)
 9. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 19 to 76, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 59, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Change Directives;
 - e. Field Orders; and
 - f. Warranty Bonds.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Documents other than those listed above.
- D. The Procurement Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller's Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be

provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Seller.
6. 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.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—OTHER PROVISIONS

8.01 Waiver

- A. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall

not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

8.02 Unauthorized Aliens

- A. The Seller acknowledges and agrees that the Seller shall register with and use the E-Verify System as provided in Fla. Stat. §448.095. The Seller shall not employ, contract with, or subcontract with any unauthorized aliens. Further, the Seller acknowledges and agrees that if the Seller enters into a contract with a subcontractor for this project, the subcontractor must provide the Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is on _____ 20____ (which is the Effective Date of the Agreement).

Buyer

Buyer of Neptune Beach

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

2010 Forest Ave.

Neptune Beach, FL 32266

Designated Representative:
Name: Jason Lupson

(typed or printed)

Title: _____
Project Manager
(typed or printed)

Address:

2010 Forest Ave.

Neptune Beach, FL 32266

Phone: _____
904-270-2423

Email: _____

Seller

TSG Construction LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
3/28/2023
(date signed)

Name: _____
Zhanylle T. Grant
(typed or printed)

Title: _____
Office Manager
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
TONY G. GRANT
(typed or printed)

Address for giving notices:

1871 UNIVERSITY BLVD S

UNIT B

JACKSONVILLE, FL 32210

Designated Representative:
Name: _____
ZHANYLLE T. GRANT
(typed or printed)

Title: _____
OFFICE MANAGER
(typed or printed)

Address:

1871 UNIVERSITY BLVD S

UNIT B

JACKSONVILLE, FL 32210

Phone: _____
904-677-4378

Email: _____
FRONTOFFICE@TSGCONSTRUCTIONINC.COM

SECTION 00600

Public Construction Performance and Payment Bond

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

BY THIS BOND, We _____, as principal and _____, a Corporation, as Surety, are bound to the City of Neptune Beach, Florida, herein called Owner, in the sum of \$_____, for performance, and the separate and additional sum of \$_____, for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 202__, between Principal and Owner for construction of Neptune Beach Senior Activity Center Porch and Exterior Finishes, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner's fees, including appellate pro fees, including appeal by Principal under the contract;
4. Performs the work within the time specified in the contract, or otherwise it remains in full force.

BOND Company
will provide ONLY
on award of bid

This Bond is to be deemed a contract, and the provisions of which are hereby incorporated by reference.

Statutes, the provisions

All interested parties are subject to the limitations as set out in Section 255.05 (1), Florida Statutes.

regarding time and notice

A claimant, except a laborer or subcontractor, who has not received payment for his labor, materials, or supplies, shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to

00600-1

CON Bid No. 2023-01

BID BOND

Neptune Beach Senior Activity Center Porch and Exterior Finishes

January 2023

rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

Dated On: _____

Principal's Address:

Surety's Address:

Project Description and Location:

Neptune Beach Senior Activity Center – Porch and Exterior
Finishes 2004 Forest Ave.
Neptune Beach, Fl. 32266
City of Neptune Beach
Bid. No. 2023-01

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their
several seals, this _____ day of _____ 20____, 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.

00600-2

CON Bid No. 2023-01

Neptune Beach Senior Activity Center Porch and Exterior Finishes

BID BOND

January 2023

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:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix

Seal) Business Address

City, State & Zip Code

Name of Local Insurance Agency

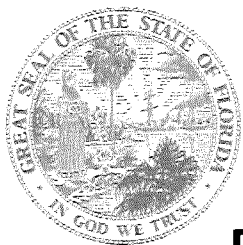
Bid Attachments

Neptune Beach Senior Activity Center Porch & Exterior Finishes

- ✓ FEIN #: 11-3813402
- ✓ SunBiz Document #: L09000002302
- ✓ Duns #: 848619537
- ✓ License #: CGC1530241
- ✓ Copy of Contractor's License
- ✓ Proof of being under current name for last 5 years
- ✓ Proof of prior government entity work
- ✓ 3 Similiar project references to include:
 - ✓ project name
 - ✓ description of work
 - ✓ completion date
 - ✓ location
 - ✓ owner's name and contact info
- ✓ W-9 form

- ✓ Resumes of proposed Project Manager & Superintendent
- ✓ List of subcontractors performing over \$10,000
- ✓ Current/Present Workload of Contractor
- ✓ Documented usage of MBEs/WBEs

PROPOSED SCHEDULE



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

GRANT, TONY S

INDIVIDUAL
9817 ARNOLD RD
JACKSONVILLE FL 32246

LICENSE NUMBER: CGC1530241

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
TSG CONSTRUCTION, LLC

Filing Information

Document Number L09000002302
FEI/EIN Number 11-3813402
Date Filed 01/07/2009
Effective Date 01/01/2009
State FL
Status ACTIVE

Principal Address

1871 University Blvd S
Unit B
JACKSONVILLE, FL 32216

Changed: 01/24/2023

Mailing Address

9817 ARNOLD RD
JACKSONVILLE, FL 32246

Changed: 04/29/2016

Registered Agent Name & Address

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246

Address Changed: 04/17/2012

Authorized Person(s) Detail

Name & Address

Title MGRM

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246

Title MGR

GRANT, SHEILA M
9817 ARNOLD RD
JACKSONVILLE, FL 32246

Annual Reports

Report Year	Filed Date
2021	04/07/2021
2022	02/03/2022
2023	01/24/2023

Document Images

<u>01/23/2023 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/07/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/14/2018 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/06/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/07/2009 -- Florida Limited Liability</u>	View image in PDF format

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000002302

Entity Name: TSG CONSTRUCTION, LLC

Current Principal Place of Business:

9951 ATLANTIC BLVD
418
JACKSONVILLE, FL 32225

FILED
Apr 14, 2018
Secretary of State
CC3132988987

Current Mailing Address:

9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

FEI Number: 11-3813402

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name GRANT, TONY S
Address 9817 ARNOLD RD
City-State-Zip: JACKSONVILLE FL 32246

Title MGR
Name GRANT, SHEILA M
Address 9817 ARNOLD RD
City-State-Zip: JACKSONVILLE FL 32246

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHEILA GRANT

MGR

04/14/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000002302

Entity Name: TSG CONSTRUCTION, LLC

Current Principal Place of Business:

3951 ATLANTIC BLVD
418
JACKSONVILLE, FL 32225

FILED
May 01, 2019
Secretary of State
7628933328CC

Current Mailing Address:

9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

FEI Number: 11-3813402

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGR
Name	GRANT, TONY S	Name	GRANT, SHEILA M
Address	9817 ARNOLD RD	Address	9817 ARNOLD RD
City-State-Zip:	JACKSONVILLE FL 32246	City-State-Zip:	JACKSONVILLE FL 32246

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHEILA GRANT

MGR

05/01/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000002302

Entity Name: TSG CONSTRUCTION, LLC

Current Principal Place of Business:

9817 ARNOLD RD
JACKSONVILLE, FL 32246

Current Mailing Address:

9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

FEI Number: 11-3813402

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name GRANT, TONY S
Address 9817 ARNOLD RD
City-State-Zip: JACKSONVILLE FL 32246

Title MGR
Name GRANT, SHEILA M
Address 9817 ARNOLD RD
City-State-Zip: JACKSONVILLE FL 32246

Title MGR
Name GRANT, ZHAKQUAN S
Address 9817 ARNOLD RD
City-State-Zip: JACKSONVILLE FL 32246

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TONY GRANT

OWNER

03/26/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000002302

Entity Name: TSG CONSTRUCTION, LLC**Current Principal Place of Business:**9817 ARNOLD RD
JACKSONVILLE, FL 32246**Current Mailing Address:**9817 ARNOLD RD
JACKSONVILLE, FL 32246 US**FEI Number:** 11-3813402**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGR
Name	GRANT, TONY S	Name	GRANT, SHEILA M
Address	9817 ARNOLD RD	Address	9817 ARNOLD RD
City-State-Zip:	JACKSONVILLE FL 32246	City-State-Zip:	JACKSONVILLE FL 32246
Title	MGR		
Name	GRANT, ZHAKQUAN S		
Address	9817 ARNOLD RD		
City-State-Zip:	JACKSONVILLE FL 32246		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TONY GRANT**OWNER****04/07/2021**

Electronic Signature of Signing Authorized Person(s) Detail

Date

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000002302

Entity Name: TSG CONSTRUCTION, LLC

Current Principal Place of Business:

1871 UNIVERSITY BLVD S
JACKSONVILLE, FL 32216

Current Mailing Address:

9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

FEI Number: 11-3813402

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGR
Name	GRANT, TONY S	Name	GRANT, SHEILA M
Address	9817 ARNOLD RD	Address	9817 ARNOLD RD
City-State-Zip:	JACKSONVILLE FL 32246	City-State-Zip:	JACKSONVILLE FL 32246
Title	MGR		
Name	GRANT, ZHAKQUAN S		
Address	9817 ARNOLD RD		
City-State-Zip:	JACKSONVILLE FL 32246		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHEILA GRANT

MGR

02/03/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000002302

Entity Name: TSG CONSTRUCTION, LLC

Current Principal Place of Business:

1871 UNIVERSITY BLVD S
UNIT B
JACKSONVILLE, FL 32216

Current Mailing Address:

9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

FEI Number: 11-3813402

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GRANT, TONY S
9817 ARNOLD RD
JACKSONVILLE, FL 32246 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGR
Name	GRANT, TONY S	Name	GRANT, SHEILA M
Address	9817 ARNOLD RD	Address	9817 ARNOLD RD
City-State-Zip:	JACKSONVILLE FL 32246	City-State-Zip:	JACKSONVILLE FL 32246

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TONY GRANT

MGRM

01/24/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

Project References

Sweet Water Senior Living Facility

DESCRIPTION OF WORK: Development of 9 acre and full construction of 2 dwellings to serve as a single senior living facility.

COMPLETION DATE: June 2017

LOCATION: Jacksonville, FL

OWNER: Pamela Burton | (661)803-1815 | pamela@attorneyshea.com

Pat's Off-Road Trucking Warehouse and Sill

DESCRIPTION OF WORK: Construction of a 10,000 sq ft metal warehouse and 5,000 sq ft steel sill container

COMPLETION DATE: September 2015

LOCATION: Stanley, ND

OWNER: Cale Kaupp | (701)570-9552 | calekaupp@patsoffroad.com

Redecking of Walkways – BCMA & FDMCA (gov. entity)

DESCRIPTION OF WORK:

COMPLETION DATE: February 2023

LOCATION: Fellsmere, FL

OWNER: St. Johns River Water Management District | PM - Edward Harmon | eharmon@sjrwmd.com | (772)713-4573

**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.
TSG Construction LLC

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.
1871 University Blvd S

6 City, state, and ZIP code
Jacksonville FL 32216

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *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

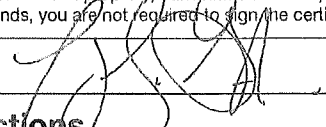
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Part II Certification

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 ► 10/10/2022

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.

TONY S. GRANT

GENERAL CONTRACTOR

OBJECTIVE

Seasoned General Contractor Versed in on-site construction supervision and execution. Innate ability to lead diverse teams including union and nonunion shops. Efficient manager who effectively completes projects on time and within budget. Extremely skilled at compensating for unforeseen Deadline obstacles.

EXPERIENCE

PRESIDENT

(February 2007 - Present)

Oversee complete resolution of all obstacles during project construction. Delegate authority and assign responsibility to all proper personnel to assure proper execution of continual project completion from acquisition to finish. Acquire, maintain, and efficiently complete numerous residential, commercial and industrial contracts, as well as neighborhood and road improvement projects. Qualify competitive contractor bids, carefully coordinate plans and specifications to keep multiple projects running smoothly. Self-perform all phases of construction from asphalt, concrete, brick, and mortar installation to stick framing and steel erecting. Operate all forms of heavy equipment from front end loaders and excavators to skid steers. Completed budgeted projects from as little as \$1,000 to as high as \$1.4 million.

QUALIFICATIONS

FULL SAIL UNIVERSITY

Associates Degree *(June 2005)*

Film and television set building

FL General Contract License # CGC1530241

ND General Contract License # 000044339

SKILLS

- Organized and detail or
- Permit processing • Builc
- Schedule Creation • Co
- Heavy Equipment Oper
- Project Budgeting • Cos
- Masonry •

CONTACT

@ stzgrant@aol.com

(904) 535-7515

Jacksonville, FL

EDUCATION



FULL SAIL UNIVERSITY

Associates Degree

2005

Navy Veteran



ZHAKQUAN GRANT

CARPENTER

OBJECTIVE

Versatile carpenter skilled in all trades of construction. 9 years of true experience in the construction field, working in all aspects from concrete, framing, interior/exterior finishing, and roofing. This includes residential commercial as well as industrial type jobs.

EXPERIENCE

TSG CONSTRUCTION

(Jan 2013 - present)

Grew with this company from the beginning of my construction experience to present day. Starting as a laborer to now a carpenter/ foreman on this site. Tasks included ground up builds of houses, new commercial development along with Steel warehouses.

WILLIAMS INDUSTRIAL SERVICES

(Oct 2016-Jun 2018)

Worked as a form carpenter, concrete foreman and crane rigger. Also operated heavy equipment for demolition, concrete pumping and ground leveling.

SKILLS

All aspects of home building and remodeling from laying concrete, framing, hanging drywall, flooring, painting, sheathing and siding, roofing and plumbing. Also certified in heavy equipment operations such as aerial forklifts, vertical forklifts, scissor lifts and boom lifts. Certified crane rigger. OSHA 10 certified.

CONTACT

@ zhakgrant@gmail.com

904-322-1555

www.tsgconstruction.com

Jacksonville, FL



EDUCATION

 **WILLISTON STATE
COLLEGE**
Business Management
2014



Current Workload

DCPS Safety and Security Upgrades, Year 2 Group 7

Projected start date: April 3rd, 2023

Current project stage: Start

Anticipated completion date: May 30th, 2023

Contract value: \$181,045.65

Location: Jacksonville, FL

Brief project description: Minor Improvements on the campuses of 4 Duval County public schools

Contact: Brian Long | blong@foresightcgi.com | (352)262-5332

Bidder's project manager: Tony S. Grant

Bidder's superintendent: Earl McCormick

TSG Construction Inc.

Neptune Beach Senior Living, Apr 17 - Jul 30

Collapse all

123 Apr 17, 2023 - Apr 23, 2023 Apr 24, 2023 - Apr 30, 2023 May 1, 2023 - May 7, 2023 May 8, 2023 - May 14, 2023 May 15, 2023 - May 21, 2023 May 22, 2023 - May 28, 2023

Demolition (20)

Demolition

Apr 17 - Apr 19

Prep for Concrete and Pavers (20)

Prep for Conc

Apr 20 - Apr 22

Footers & Sidewalk Installation (30)

Footers & Sidewalk Installati

Apr 24 - Apr 26

Framing of Porch (10)

Framing of Porch

May 01 - May 21

Electrical Work

Electrical Work

May 16 - May 21

Trusses

Trusses

May 11 - May 18

Paver Installation (50)

Paver Installation

May 01 - May 07

Roof Installation (50)

Roof Installation

M

Roof Drainage System (to dry swale)

Roof Drainage System (to dry sw M

Porch Finishes (shutters, fixtures, (100)

Traffic Control & Parking Devices (50)

Irrigation (50)

Landscaping (100)

Dry Swale (100)

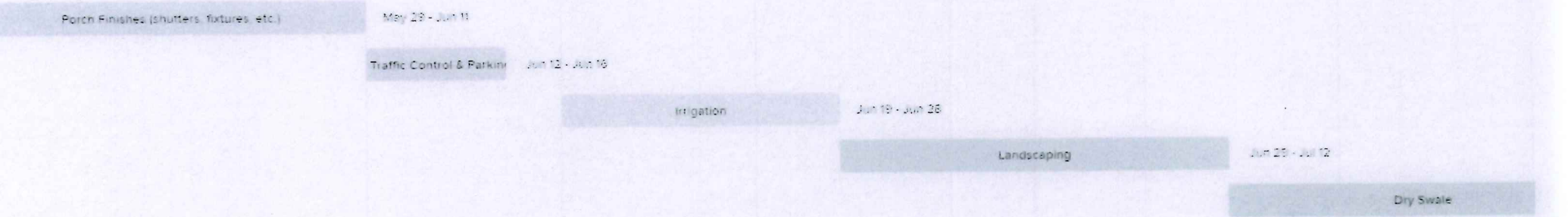
Final Cleanup (50)

PROPOSED SCHEDULE,
WILL PROVIDE
SOLIDIFIED VERSION
UPON RECEIPT OF
START DATE

May 29, 2023 - Jun 4, 2023 Jun 5, 2023 - Jun 11, 2023 Jun 12, 2023 - Jun 18, 2023 Jun 19, 2023 - Jun 25, 2023 Jun 26, 2023 - Jul 2, 2023 Jul 3, 2023 - Jul 9, 2023 Jul 10, 2023 - Jul 16, 2023 Jul 17, 2023 - Jul 23, 2023

T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S

by 22 - May 28
by 22 - May 28



Jul 24, 2023 - Jul 30, 2023

Jul 31, 2023 - Aug 6, 2023

M T W T F S S M T W T F S

Jul 19 - Jul 20

Final Cleanup

Jul 27 - Jul 30

ACCOUNT	DESCRIPTION		BUDGET FY2022	BUDGET FY2023
General Fund				
001-0000-311-10-00	REAL PROPERTY TAXES			
001-0000-311-10-10	REAL PROPERTY TAXES	\$	3,227,822.00	\$ 3,742,596
001-0000-311-10-20	PERSONAL PROPERTY TAXES	\$	55,761.00	\$ 65,917
001-0000-311-20-10	DELINQUENT REAL PROPERTY	\$	10,000.00	\$ -
	Subgroup : [311] Taxes	\$	3,293,583.00	\$ 3,808,513
General Fund				
001-0000-313-10-00	JAX BEACH ELEC. FRANCHISE	\$	220,000.00	\$ 220,000.00
001-0000-313-40-00	GAS FRANCHISE	\$	1,400.00	\$ 1,400.00
001-0000-313-60-00	SANITATION FRANCHISE	\$	128,400.00	\$ 125,500.00
001-0000-314-20-00	TELECOMMUNICATIONS TAX	\$	242,400.00	\$ 252,750.00
	Subgroup : [323] Franchise Fees	\$	592,200.00	\$ 599,650.00
General Fund				
001-0000-321-10-00	PROFESSIONAL/OCCUPATIONAL. LICENSES	\$	20,000.00	\$ 30,000.00
001-0000-322-10-00	BUILDING PERMITS	\$	181,000.00	\$ 150,000.00
001-0000-322-20-00	PLAN REVIEW FEES	\$	38,000.00	\$ 36,000.00
001-0000-322-20-10	Fire Plan Review Fees	\$	10,023.85	\$ 10,000.00
001-0000-322-30-00	Building Department Credit Card Fees	\$	-	\$ -
001-0000-329-10-00	INSPECTION FEES	\$	1,000.00	\$ 2,500.00
	Subgroup : [322] Licenses and Permits	\$	250,023.85	\$ 228,500.00
General Fund				
001-0000-331-20-00	Federal Grant - Public Safety	\$	-	\$ -
001-0000-332-10-00	ARPA Funding	\$	3,635,695.92	\$ -
001-0000-334-40-10	DISASTER RELIEF FUNDING/FEMA FUNDING	\$	-	\$ -
001-0000-335-11-20	11 CENT CIG. TAX/REV. SHARING	\$	181,360.00	\$ 180,000.00
001-0000-335-15-00	ALCOHOLIC BEVERAGE. LICENSES	\$	10,300.00	\$ 8,800.00
001-0000-335-18-00	LOCAL HALF CENT SALES TAX	\$	856,800.00	\$ 785,000.00
001-0000-335-19-00	MOTOR FUEL TAX REBATE	\$	2,400.00	\$ 2,400.00
001-0000-337-20-12	FDOT GRANT	\$	40,000.00	\$ 37,500.00
001-0000-337-20-30	911 USER FEES	\$	89,848.98	\$ 99,250.00
001-0000-337-30-20	FLORIDA BLVD. MAINTENANCE	\$	20,327.52	\$ 37,500.00
001-0000-337-70-10	LIFEGUARD/BEACH CLEAN-UP	\$	250,740.00	\$ 240,000.00
001-0000-338-20-00	COUNTY OCCUPATIONAL TAX	\$	-	\$ -
	Subtotal [330] Intergovernmental Revenue	\$	5,087,472.42	\$ 1,390,450.00
General Fund				
001-0000-341-20-10	BOARD OF APPEALS FEES	\$	1,500.00	\$ 1,500.00
001-0000-341-20-20	PLANNING REVIEW BOARD FEE	\$	3,500.00	\$ 3,500.00
001-0000-341-20-30	SALE OF MAPS/PUBLICATIONS	\$	-	\$ -
001-0000-341-20-40	LIEN LETTERS	\$	8,200.00	\$ 7,000.00
001-0000-341-20-45	NOTARY FEES	\$	-	\$ -
001-0000-341-20-50	COPIES	\$	500.00	\$ 500.00
001-0000-341-20-60	ID & FINGERPRINT CHARGES	\$	100.00	\$ 50.00
001-0000-341-20-90	ZONING VERIFICATION CHARGES	\$	360.00	\$ 100.00
001-0000-341-55-00	ELECTION QUALIFYING FEES	\$	-	\$ -
001-0000-342-90-20	INCIDENT REPORTS	\$	70.00	\$ 70.00
	Subgroup : [341] Charges for Services	\$	14,230.00	\$ 12,720.00

ACCOUNT	DESCRIPTION	FY22BUDGET	PROPOSED FY23 BUDGET
Group : [109]	BETTER JAX 1/2 CENT TAX		
Subgroup : [300]	Total Receipts		
Fund : None	Unassigned		
Fund : 109	Better Jax 1/2 Cent Tax Fund		
109-0000-337-20-50	BETTER JAX TAX RECEIPTS	\$ (510,000.00)	\$ (498,000.00)
109-0000-361-10-00	INTEREST ON INVESTMENTS	\$ -	\$ -
TOTALS		\$ (510,000.00)	\$ (498,000.00)
Subgroup : [91]	Interfund Transfer Out		
Fund : None	Unassigned		
Fund : 109	Better Jax 1/2 Cent Tax Fund		
109-1119-519-90-10	TRANSFER TO OTHER FUNDS	\$ 510,000.00	\$ 498,000.00
TOTALS		\$ 510,000.00	\$ 498,000.00
Group : [109]	BETTER JAX 1/2 CENT TAX	0.00	\$ -



Agenda Item # 10A

Consent Order

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

AGENDA ITEM:	Item #10A. Signature Authorization, FDEP Consent Order
SUBMITTED BY:	Deputy Public Works Director Colin Moore
DATE:	March 30, 2023
BACKGROUND:	Authorization is needed from Council for Interim City Manager Richard Pike to sign the FDEP Consent Order OFC File No. 22-2304 FL0020427 Neptune Beach WWTF
BUDGET:	See attached order
RECOMMENDATION:	Authorize the Interim City Manager to sign Consent Order OGC File No. 22-2304
ATTACHMENT:	Consent Order OGDF File No. 22-2304

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	NORTHEAST DISTRICT
	)	
v.	)	OGC FILE NO. 22-2304
	)	
CITY OF NEPTUNE BEACH	)	
	)	
	)	

4. On September 20, 2021, and September 22, 2021, the Department was notified by the State Watch Office (“SWO”) that the Facility had two unpermitted sanitary sewer overflows (“SSO”). One released approximately 100,000 gallons while the other released approximately 300,000 gallons as seen in Table 1. This is a violation of Chapter 403, Fla. Stat., and Chapter 62-620, Fla. Admin. Code, which prohibits unauthorized discharges.

Table 1 – Sanitary Sewer Overflows

Incident Date	SWO	Volume Released
9/22/2021	2021-5372	300,000
9/20/2021	2021-5322	100,000

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. This Order constitutes a mutual agreement between parties that will be administratively closed five (5) years from the effective date of this document unless both parties mutually agree, in writing, to extend the duration of the agreement.

6. Within 60 days of the effective date of this Consent Order, Respondent shall provide to the Department a Sanitary Sewer Overflow Response Plan (SORP). The SORP shall include the following components:

a. The steps staff shall follow upon discovery of an unauthorized discharge, with the goal of immediately limiting the threat to public health and the environment by stopping the discharge, limiting the extent of impacts, and controlling public access to impacted areas;

b. Where and how staff may rapidly access information regarding the locations of pipes, valves, pumps, and other components of the system for purposes of responding to an unauthorized discharge;

c. Who has authority to direct a response, including acquiring equipment or materials, mobilizing and directing staff and contractors, and initiating required notifications;

d. How internal communications will be conducted, beginning with notification of the person authorized to direct the response when an unauthorized discharge is discovered;

e. How and when sampling of surface waters will be conducted, who will collect samples and how the samples will be handled and transported to a certified laboratory, and what parameters will be analyzed, with analyses to include E. coli for Class III fresh waters and Class I potable water supplies, Enterococci for Class III marine waters, and fecal coliform and Enterococci for Class II shellfish harvesting waters, Total Nitrogen and Total Phosphorus. Sampling locations should be selected to reflect background conditions not receiving effluent or sewage and an area within 10 meters of the point in which the effluent or sewage entered the waterbody.

f. Where and how equipment or materials may be obtained, how staff may be dispatched, and how contractors may be mobilized to respond to the discharge and to repair the damage or correct the problem that resulted in the discharge;

g. How and when the required notifications will be made and updates provided to the Department, other regulatory agencies, and the public, including

1) Oral notification of the department for all incidents within 24 hours of discovery and/or the State Watch Office at (800) 320-0519, for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the environment within 24 hours of discovery;

2) Respondent shall report all noncompliance events related to sanitary sewer overflows or bypass events to the Department electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification").

3) The Department's Public Notice of Pollution may also be report through the Business Portal webpage above or at <http://prodenv.dep.state.fl.us/DepPNP/user/pnpRequest> for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the

environment within 24 hours of discovery, and;

4) A written report submitted to the Department within 5 days of discovery to include the following information:

- i. What is the final spill volume of the SSO?
- ii. Did the SSO reach surface waters?
- iii. How much of the SSO's volume reached surface waters, if any?
- iv. How much volume of the SSO was recovered?
- v. How much volume of the SSO was not recoverable?
- vi. Describe what happened to cause the SSO;
- vii. Describe the actions taken to remediate the SSO; and
- viii. Describe the actions taken, or to be taken, to prevent future SSOs of this nature.

h. How discharge volumes will be estimated, basing calculations on such factors as pipe size, pressure, size of opening, and any other applicable information;

i. How the event will be documented and tracked, and how the information will be incorporated into Respondent's management of the sanitary sewer system.

7. Within 365 days of the effective date of this Consent Order, Respondent shall complete and submit an initial Capacity, Management, Operations and Maintenance and Asset Management Program (CMOM and AM Program) assessment of the existing condition of all force mains, gravity mains, connections, isolation or control valves, air release valves, pump stations, and manholes in the collection system. The assessment shall be based on age, materials, estimated remaining life span under actual environmental and usage conditions, the maintenance and surveillance history, the capacity and actual loading of mains and pump stations, and any other information that bears on potential for failures. The assessment shall be done in sufficient detail that the resulting information can be used to prioritize and schedule improvements and preventive maintenance.

a. Respondent shall submit to the Department a report summarizing the results of the assessment, identifying areas of highest vulnerability for failure resulting in unauthorized discharges, and outlining Respondent's plan to repair, rehabilitate, or replace the most vulnerable components of the system.

b. The CMOM and AM Program shall be consistent with the United States Environmental Protection Agency's guidance contained in the references below:

1) EPA's CMOM Program Self-Assessment Checklist

<https://www.epa.gov/sites/production/files/2015-10/documents/cmomselfreview.pdf>

2) Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems, EPA 305-B-05-002, https://www.epa.gov/sites/production/files/2015-10/documents/cmom_guide_for_collection_systems.pdf

3) Asset Management: a Best Practices Guide, EPA 816-F-08-014,

<https://nepis.epa.gov/Exe/ZyPDF.cgi/P1000LP0.PDF?Dockey=P1000LP0.PDF>

8. Every calendar quarter after the effective date of this Consent Order, and continuing until all corrective actions have been completed, Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Order, information as to compliance or noncompliance with the applicable requirements of this Order including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work to be performed pursuant to this Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

9. Respondent's completion of all corrective actions required by paragraph 5-7 within the respective deadlines specified thereunder shall constitute full compliance with Rule 62-620, Fla. Admin. Code.

10. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$14,271.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$13,771.00 for administrative penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The administrative penalty in this case includes 1 violation of Rule 62-620, Fla. Admin. Code, that warrants a penalty of \$2,000.00 or more.

11. Respondent agrees to pay the Department stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 5-7 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 13, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 10 of this Order.

12. Upon the effective date of this Order, Respondent shall pay the Department stipulated penalties for any unauthorized discharges from any part of the Respondent's wastewater collection systems or wastewater treatment and disposal facilities as outlined in the Table 2 below:

a. Table 2 - Stipulated Penalties for SSOs

Amount per Day per Discharge or Amount per Day per Water Quality Violation	Discharge Volume
\$1,000.00	up to 5,000 gallons
\$2,00.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000.00	25,001 to 100,000 gallons
\$15,000.00	in excess of 100,000 gallons

Under this Paragraph the term “day” shall mean each successive 24-hour period subsequent to the commencement of the unauthorized discharge. Each unauthorized discharge shall be considered to have ceased when the release from the collection/transmission system or facility has ceased.

b. These unauthorized discharges will be evaluated by the Department on a case-by-case basis. The Department may decide not to collect or may decide to reduce or increase the stipulated penalty amount. An evaluation will determine if the spill was beyond the Respondent’s reasonable control, or if the utility is exercising prudent wastewater utility practices to eliminate wastewater spills, or if the Respondent took aggressive actions to reduce the environmental impact of the spill. Respondent shall not be held liable for stipulated penalties under subparagraph 12.a., if Respondent demonstrates that the discharge was caused by an Act of God or vandalism.

c. The Department will increase the stipulated penalties identified above for unauthorized discharges to surface waters that result in multi-day surface water quality violations. In such cases, there will be a stipulated penalty amount for water quality violations in addition to the stipulated penalty amount for the discharge(s) described above. The additional stipulated penalty amount for discharges that result in water quality violations shall be the amount of the stipulated penalty for the discharges, as described in this Paragraph multiplied by the number of days of water quality violations.

13. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier’s check or money order shall be made payable to the “Department of Environmental Protection” and shall include both the OGC number assigned to this Order and the notation “Water Quality Assurance Trust Fund.” Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

14. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Northeast District, Department of Environmental Protection, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

15. In lieu of making cash payment of the amount stated in paragraph 10, the Department, at its discretion, may allow Respondent to off-set this amount by implementing an in-kind project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times, \$20,656.50, the portion of the stipulated penalty amount for which the approved project off-sets. The Respondent shall request consideration of applying stipulated penalties toward an in-kind project within 15 days of notification by the Department that stipulated penalties are being assessed under paragraph 12. If acceptable, the Respondent shall comply with all the requirements and timeframes in Exhibit A, entitled In-Kind Projects. If not acceptable, the Respondent will pay the stipulated penalties within 30 days of receipt of the Department's notification that applying the stipulated penalties to an in-kind project is not acceptable.

16. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Order remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit A to this Order that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire

civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

17. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

18. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

19. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be

caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

20. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

21. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

22. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

23. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

24. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, Fla. Stat.

25. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

26. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, Fla. Stat. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), Flat. Stat.

27. This Consent Order is a final order of the Department pursuant to section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Flat. Stat. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

28. Respondent shall publish the following notice in a newspaper of daily circulation in Duval County, Florida. The notice shall be published one time only within 14 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with Neptune Beach Wastewater Treatment Facility pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the sanitary sewer overflows on September 20, 2021, and September 22, 2021, at 2010 Forest Avenue, Neptune Beach, Florida. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection at 8800 Baymeadows Way W, Suite 100, Jacksonville, Florida 32256.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida, 32399-3000, or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at

8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

29. Rules referenced in this Order are available at:

<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>.

FOR THE RESPONDENT:

Chief Richard J. Pike, Interim City Manager
City of Neptune Beach

Date

DONE AND ORDERED this ____ day of _____ 2023, in Duval, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Gregory J. Strong
District Director

Filed, on this date, pursuant to Section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

FDEP-OGC: Lea Crandall, Agency Clerk, Mail Station 35

FDEP-NED: Shannon Taylor, Joni Petry, Herndon Sims

FDEP-DWRM: Jennifer Walters, Herb Johnson, WCAPHQ@dep.state.fl.us

Exhibit A

In-Kind Projects

I. Introduction

Proposal

a. Within 60 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby

testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipt of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 10 above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in paragraph 10 above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph I (a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$13,771.00 penalty, no additional penalties shall be assessed under paragraph 11 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to

substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$13,771.00, no additional penalties shall be assessed under paragraph 11 for failure to complete the requirements of this paragraph.

Catherine Ponson

From: Steve Diebenow <SDiebenow@drivermcafee.com>
Sent: Monday, March 27, 2023 2:38 PM
To: Zachary Roth
Cc: David Searcy; Steve Diebenow
Subject: RE: WastePro

Zach,

Apologies for the slight delay after Spring Break to respond.

Waste Pro proposes 90-day extension (from November 1, 2023 to January 31, 2023 4) with the following terms:

Rate per premise 2xWK service- \$39.53
Commercial Rate FL- \$9.71 PCY
Roll-Off Haul- \$690.00
Resolve Fuel Recovery Fee (Section 4.3(a)(i)) and Franchise Fee (Section 4.8(a)) issues.

For comparison, rates across the state have increased dramatically:

St. Marys			
Rate	Old		
		\$12.53	
	New Rate (bid)	\$35.00	179.33%
Jacksonville Beach			
	Old Rate	\$16.89	
	New Rate (bid)	\$32.52	92.54%
Jacksonville Area 1			
	Old Rate	\$10.80	
	New Rate (bid)	\$19.35	79.17%
	Waste Pro bid	\$22.52	108.52%
	Waste Management bid	\$28.50	163.89%
Jacksonville Area Rate 3			
	Old Rate	\$14.66	
	New Rate (negotiated)	\$23.11	57.64%
North Lauderdale April 2021			
	Old Rate	\$11.36	
Republic	2x1x1	\$32.32	184.51%
Waste Management	2x1x1	\$33.38	193.84%
Waste Pro	2x1x1	\$34.56	204.23%
Coastal	2x1x1	\$36.63	222.45%
Panzerella	2x1x1	\$32.94	189.96%

Southwest Ranches May 2022

Old Rate		\$45.61	
Great Waste	2x1x1	\$82.55	80.99%
Waste Management	2x1x1	\$95.48	109.34%
Panzerella	2x1x1	\$118.31	159.39%
Waste Connections	2x1x1	\$151.48	232.12%

Madiera Beach September 2022

Old Rate		\$6.95	
Waste Pro	1x	\$11.53	65.90%
Waste Connections	1x	\$13.95	100.72%

A few reasons why the proposed cost is higher here include:

Waste Pro must pay for employee retention and hotel cost.
Waste Pro must keep trucks in the region (potentially) temporarily.
Increased labor costs.

Please let me know when you would like to meet to discuss this proposal further.

Steven Diebenow



From: Zachary Roth <Zachary.Roth@ansbacher.net>
Sent: Tuesday, March 14, 2023 12:29 PM
To: Steve Diebenow <SDiebenow@drivermcafee.com>
Subject: WastePro

Hi Steve

Hope you are doing well. I wanted to follow up on the items WastePro was going to prepare. Do you have an idea when we can expect them? I believe we were advised they would be ready a week after the meeting we had, but that was some time ago.

Zach

Zachary R. Roth

Board Certified Real Estate Attorney

Zachary.Roth@ansbacher.net
904.737.4600 ext 159

ANSBACHER LAW REAL ESTATE · CONSTRUCTION · PERSONAL INJURY CONDOMINIUMS · HOMEOWNER ASSOCIATIONS https://link.edgepilot.com/s/2e14724c/pV2EV-0byUy95H08O597NQ?u=http://www.ansbacher.net/	
Jacksonville:	904.373.4600
Clay County:	904.385.3444
St. Augustine:	904.429.4833
Orlando:	407.575.5092
Collections:	904.416.1511
Personal Injury:	904.737.4700

Ansbacher Law strives to provide the highest level of service. If you have any comments or concerns, please send a note to our [CARE CENTER](#) or contact Mark Thompson at 904.737.4600 x129

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City of Neptune Beach

Municipal Solid Waste Services Contract



September 1, 2016 – October 31, 2023

MUNICIPAL CONTRACT

THIS MUNICIPAL CONTRACT (the "Contract"), is made and entered into this 6th day of September, 2016, by and between THE CITY OF NEPTUNE BEACH, FLORIDA (hereinafter the "City") and Waste Pro of Florida, Inc., a company qualified to do and actually doing business in the State of Florida (hereinafter the "Contractor").

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas:

- Residential Solid Waste and Recycling and Commercial and Industrial Solid Waste
- Municipal Facilities
- Recyclables from above locations only

2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as if fully set forth verbatim in this Contract:

- a. Exhibit A – General Specifications
- b. Exhibit B – Insurance Requirements
- c. Exhibit C – Contractor's Proposal/Pricing
- d. Exhibit D – Contractor's Performance Bond
- e. Exhibit E – Waste Material Collection Specifications for Residential Units
- f. Exhibit F – Waste Material Collection Specifications for Municipal Facilities
- g. Exhibit G – Recyclable Material Collection Specifications for Residential Units
- h. Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
- i. Exhibit I – List of Special Events
- j. Exhibit J - Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. The initial term of this Contract shall be from September 1, 2016 (the "Effective Date") until October 31, 2023.

5. At the mutual option of the City and Contractor, this Contract may be extended for up to three, one year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the

extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as shall be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, the parties have entered into this Contract as of the date first written above.

WITNESS:

Amanda Askew

City of Neptune Beach, Florida

BY: Andrew E. Hyatt
Andrew E. Hyatt, City Manager

DATE: 9/6/16

WITNESS:

Cheryl Rhoden

BY: David Schneider
David Schneider, Region Vice President
Contractor

DATE: 9/9/16

David Schneider, Region Vice President
Contractor Name with Authority To So Execute

EXHIBIT A
GENERAL SPECIFICATIONS

1. DEFINITIONS

1.1 Bags — Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 Bin — A receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.

1.3 Bulky Waste — Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers, as the case may be.

1.4 City — City of Neptune Beach, Florida, acting through the City Council and/or City Manager.

1.5 Commercial and Industrial Refuse — All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.6 Container for Garbage, Rubbish & Yard Waste Collection — A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.

1.7 Container for Recycling — A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.

1.8 Contractor — shall mean the entity which agrees to perform the work or services as set forth in the Contract.

1.9 Construction Debris — Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.10 Disposal Site — A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Dead Animals.

1.11 Franchise Fee — The amount of money for which the Contractor shall be obligated to the City for the privilege of providing refuse collection service to customers within the City under the terms and conditions of this Contract.

1.12 Garbage — Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.13 Hazardous Waste — A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.14 Institutional Solid Waste — Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.15 Commercial and Industrial Unit — All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

1.16 Dead Animals — Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.17 Multi-Family — The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.18 Municipal Facilities — Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.

1.19 Offal Waste — Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.20 Producer — An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 Recycling — The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 Recyclable Materials — Recyclable Materials shall be those materials listed in the City of Jacksonville's "Curbside Recycling Guidelines" attached hereto and incorporated as Exhibit I.

1.23 Residential Unit — A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than two (2) ninety-six (96) gallon containers per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.

1.24 Rubbish — All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 Solid Waste — Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.26 Special Waste — Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;

(f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing; and

(k) Waste tires.

1.27 Stable Matter — All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.28 Tipping Fee — A fee charged for the amount of waste disposed of by customers at a landfill, recycling facility or waste processing facility. Also known as a disposal fee or gate fee.

1.29 Waste Material — All non-hazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste — Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste — Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, Spanish moss and small tree trimmings (less than four (4) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed forty (40) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be forty (40) pounds. Branches in excess of four (4) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than three (3) containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- (a) Exhibit E - Waste Material Collection Specifications for Residential Units
- (b) Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- (c) Exhibit G - Recyclable Material Collection Specifications for Residential Units
- (d) Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities

2.2 Work Not Covered By Contract. The work under this Contract does not include:

- (a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- (b) the collection or disposal of Excluded Waste materials;
- (c) the collection of recyclable materials from Commercial and Industrial Units in the City.

2.3 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3. COLLECTION OPERATIONS — GENERAL PROVISIONS

3.1 Location of Containers for Collection. Each Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container not so placed or any Waste Material not in a Container as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the

mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least three times per week.

3.5 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 A.M. to 7:00 P.M. on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.10 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and

Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 Notification. The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.12 Point of Contact. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.

3.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Commercial Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Commercial Facilities. Not applicable.

(c) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 Additional Costs and Charges.

(a) Cost Recovery Fees.

(i) Fuel Recovery Fee. Contractor will charge a Fuel Recovery Fee (the "FRF"), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF charged on each invoice (and applicable for the entire period covered by the invoice) will be determined by cross-referencing the peak weekly-published price per gallon as reported by the U.S. Energy Information Administration "On Highway Diesel Fuel Prices" index (www.eia.doe.gov/petroleum/gasdiesel/) for the month preceding the month covered in the invoice to the Fuel Recovery Fee Table on Contractor's. Contractor reserves the right to adjust the manner in which the FRF is calculated (including the Fuel Recovery Fee Table).

4.4 Tipping Fees. Contractor is responsible for payment of any and all tipping fees.

4.5 Modification to Rates. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. For example, if the CPI price increase is scheduled for April 1, 2015, and the latest CPI index available is the month of February, 2015 the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - March 2014 through February, 2015

against

The average CPI for the 12 months - March 2013 through February, 2014

4.6 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

4.7 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

4.8 Contractor Billings to City. The Contractor shall bill the City for Waste Material and Recyclable Material collection, including disposal, services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for

service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

(a) Franchise Fee of ten percent (10%) will be deducted from monthly bill by Contractor. Any fines and/or liquidated damages will be deducted from the adjusted monthly billing amount by the City.

4.9 Audit. The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.10 House Count. The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

5. STORM EVENT RESPONSE PLAN

The Contractor shall have a disaster response plan for the removal and disposal of excessive amounts of debris and/or refuse accumulated by reason of a storm event, natural disaster, severe weather disturbance, riot or other calamity. The payment by the City for such collections will be made only according to FEMA guidelines and requirements for reimbursement. The Contractor is solely responsible for complying with all FEMA data and record keeping requirements for appropriate reimbursement. Failure of the Contractor to provide the required record keeping will affect the Contractor's reimbursement by the City. The Contractor's emergency response plan shall have operation details and unit pricing. Should an event as described above occur, the City and the Contractor shall meet as soon as practical to formulate and agree upon a service and clean-up plan.

6. COMMUNITY CONTRIBUTION.

The Contractor agrees to participate in the City's Easter in the Park and Christmas in the Park events with a cash donation to the City of not less than \$8,000.00. This payment will be due to the City no later than November 30th of each year.

7. COMPLIANCE WITH LAWS.

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

8. NON-DISCRIMINATION.

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

9. RISK ALLOCATION.

9.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

9.2 City. City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

10. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

11. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

12. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

13. TITLE; EXCLUDED WASTE

13.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

13.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the Container of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

14. TERMINATION OF CONTRACT

14.1 Termination by the City. In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.2 Termination by Contractor. In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15. CONTRACTOR'S PROPERTY

All containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload

(by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

16. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

17. MISCELLANEOUS TERMS

17.1 Damage to Property. Contractor shall be responsible for any damage to City's property or equipment located adjacent to the collection receptacles and to City's pavement, curbing or other driving surfaces resulting from Contractor's negligent actions in providing the services under this Contract.

17.2 Hold Harmless. The Contractor and its surety hereby expressly bind themselves to indemnify and save the City harmless from any and all actions brought against the City for or on account of any and all injuries or damages received, caused or sustained by any party or parties from the acts, omissions or negligence of the Contractor or its servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation laws. In the event there any monies due the Contractor, the City Manager may retain said monies if deemed necessary to protect the City from any and all possible or pending actions, claims, injuries, or damages.

17.3 Liquidated Damages. Should the Contractor fail to perform in accordance with the provisions of this contract and/or refuse to pay liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor as provided herein, or deduct from the next regularly scheduled payment to the Contractor the following amounts, not as a penalty, but as liquidated damages for such breach of contract or other similar cause:

(a) The following failures and/or violations shall be subject to a **\$250** per incident liquidated damages amount:

- i. All legitimate complaints per month.

- ii. Collection of Commercial, Residential Solid Waste and/or Recyclables before 7:00 AM or after 7:00 PM on day of collection.
- iii. Failure to clean spillage in accordance with the Contract.
- iv. Failure to replace damaged container(s) within seven (7) business days; two (2) days for residential customers.
- v. Failure to return containers or garbage receptacles to their original location.
- vi. Failure to repair damage to customer's property within seven (7) days.
- vii. Failure to provide clean, safe and sanitary equipment.
- viii. Failure to maintain office hours as required.
- ix. Failure to appropriately cover and/or secure materials on collection vehicles.
- x. Failure to timely provide accurate documents and reports in response to a timely request.
- xi. Failure to maintain and display contact information on equipment and/or containers.
- xii. Failure to comply with accurate and current employee roster and proper uniforms.
- xiii. Failure to provide, on an annual basis, updated and current route schedules and maps.
- xiv. Use of improper and/or unsatisfactory collection equipment.
- xv. Failure to provide monthly recycling reports in the format determined by the City, for the purpose of tracking and verifying city-wide recycling activity.
- xvi. Failure to submit an annual audited financial statement.
- xvii. Failure to timely and appropriately respond to customer complaints and/or calls.
- xviii. Failure to complete a route on the scheduled day of service.

- xix. Failure to provide proper and timely notification of any and all route changes.
 - xx. Leaving “skid” marks or other such visible damage to City roadways.
- (b) The following failures and/or violations shall be subject to a **\$500.00** per incident liquidated damages amount:
- i. Failure to collect missed customers by 7:00 PM the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 5:00 PM.
 - ii. Failure to abide by and/or comply with street and bridge weight limits.
- (c) The following failures and/or violations shall be subject to a **\$1000.00** per incident liquidated damages amount:
- i. Co-mingling solid waste with vegetative waste, recyclable materials, construction & debris materials or other waste material.
 - ii. Failure to maintain proper licensing of equipment and/or equipment operator.
 - iii. Comingling of any solid waste, yard waste, and recycling with any other service area outside of the service area of the City and/or outside of the service area contemplated and covered by the terms and conditions of this Contract.

17.4 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

17.5 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

17.6 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

17.7 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

17.8 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

17.9 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

17.10 Governing Law. This Contract shall be interpreted and governed by the laws of the State of Florida.

17.11 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

17.12 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding. Contractor shall reimburse the City for attorneys' fees associated with drafting and issuing the Request for Proposals, reviewing proposals as submitted, and finalizing this contract, not to exceed \$10,000.00. The City will provide the Contractor with an invoice for these attorneys' fees within sixty (60) days after execution of this contract. Contractor shall remit full payment for the attorneys' fees described in this section within thirty (30) days of receiving invoice and notice of same.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined — Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined — Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C

CONTRACTOR'S PROPOSAL/PRICING

<u>SERVICE TYPE</u>	<u>SERVICE LEVEL</u>	<u>RATE</u>
Residential Solid Waste Recycling Yard Waste Bulk	2 times per week 1 time per week 1 time per week 1 time per week	\$15.80
Sludge	As needed	\$200.00 Per Haul & Disposal
Commercial	As needed	\$5.28 Per Cubic Yard
Roll-off	As needed	\$200.00 Per Haul & Disposal

EXHIBIT D

CONTRACTOR'S PERFORMANCE BOND

RENEWABLE ANNUAL PERFORMANCE BOND

BOND NO. 0187402

KNOW ALL MEN BY THESE PRESENTS: THAT Waste Pro of Florida, Inc. , (hereinafter called the Principal), and BERKLEY INSURANCE COMPANY, 475 Steamboat Road, Greenwich, CT 06830 (hereinafter called the Surety), are held and firmly bound unto City of Neptune Beach (hereinafter called the Obligor), in the full and just penal sum of ^{Four Hundred Forty Five} (\$ 445,000.00) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligor for Residential Collection , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein with annual renewal at Surety's discretion: and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named Obligor, all loss and damage which said Obligor may sustain by reason of failure or default on the part of Principal, then this obligation shall be void, otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning September 1, 2016 and ending October 31, 2017 .
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligor due to actual excess costs of the contract up to the termination of this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any indirect loss or costs incurred by the Obligor including, but not limited to legal fees, court costs, expert fees or interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligor recoverable under this bond, notwithstanding any language in the contract to the contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligor named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 29th day of August , 2016

Waste Pro of Florida, Inc.

Principal
By: Melvin Cely Bond Administrator
Name and Title

BERKLEY INSURANCE COMPANY

Surety
By: Lisa A. Pless
Lisa A. Pless



Surety Phone No.

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Lisa A. Pless** **Willis Ins. Services of Ga., Inc.**
Atlanta, GA

Surety Bond No.: 0187402

Principal: Waste Pro of Florida, Inc.

Obligee City of Neptune Beach

Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of January, 2013.

Attest:
By Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of August, 2016.



Andrew M. Tuma
Andrew M. Tuma

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2015
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	8,870,177
Common & Preferred Stocks		3,285,217
Cash & Short Term Investments		567,599
Premiums Receivable		1,396,912
Other Assets		<u>2,989,424</u>
<u>Total Admitted Assets</u>	\$	<u>17,109,329</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	8,753,797
Unearned Premium Reserves		2,503,622
Other Liabilities		<u>556,351</u>

Total Liabilities \$ 11,813,770

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,818,041
Unassigned Surplus		<u>2,434,508</u>

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen

EXHIBIT E

WASTE MATERIAL COLLECTION

SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 6:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than twelve percent (12%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: **3,128**
2. Estimated number of Residential Units as of 1st anniversary of contract term: **3,128**
3. Estimated number of Residential Units as of 2nd anniversary of contract term: **3,128**
4. Estimated number of Residential Units as of 3rd anniversary of contract term: **3,128**
5. Estimated number of Residential Units as of 4th anniversary of contract term: **3,128**
6. Number of Containers to be provided to each Residential Unit: **1**
7. Size of Containers for each Residential Unit: **64 gallon**
8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor **2 times per week.**

B. Municipal Point of contact for Residential Unit Waste Collections -PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

C. Municipal Point of contact for Residential Unit Waste Collections — INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT F

**WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES**

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **3 of 8 cubic yard size containers**
Number of weekly pickups of Containers: **as needed per week.**
2. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **2 of 4 cubic yard size containers**
Number of weekly pickups of Containers: **as needed time per week.**
3. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **2 of 30 cubic yard size containers**
Number of weekly pickups of Containers: **as needed per week.**
4. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **1 of 30 cubic yard size containers**
Number of weekly pickups of Containers: **as needed per week.**
5. Facility Name and address: **Police Department, 200 Lemon St, Neptune Beach, Florida 32266**
Size and Number of Containers: **1 of 2 cubic yard size containers**
Number of weekly pickups of Containers: **1 time per week.**

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) — PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

(Excluding Recyclable Materials) - INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT G

RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.

1. Estimated number of Residential Units as of commencement of Contract term: **3,128**
2. Estimated number of Residential Units as of first anniversary of Contract term: **3,128**
3. Estimated number of Residential Units as of second anniversary of Contract term: **3,128**
4. Estimated number of Residential Units as of third anniversary of Contract term: **3,128**
5. Estimated number of Residential Units as of fourth anniversary of Contract term: **3,128**
6. Number of Recyclable Materials Containers to be provided to each Residential Unit: **1**
7. Size of Recyclable Materials Containers for each Residential Unit: **64 gallon**
8. Number of Recyclable Materials Container collections each week by Contractor: **1 time per week**

B. Municipal Point of contact for Recyclable Materials collections — PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Materials is segregated and placed in separate containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

EXHIBIT H

RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the size of Containers and weekly collection of the source-segregated Recyclable Materials from the following municipal locations:

1. Facility Name: **Public Works Facility** Size **96 gallon** and Number of Containers **2**
2. Facility Name: **Police Department** Size **96 gallon** and Number of Containers **1**
3. Facility Name: **N/A** Size _____ and Number of Containers _____
4. Facility Name: **N/A** Size _____ and Number of Containers _____

per week. and Containers: per week. and Containers:
per week. and Containers: per week.

B. Municipal Point of contact for Recyclable Materials collections — PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Material is segregated and placed in separate Containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

E. In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

EXHIBIT I

LIST OF SPECIAL EVENTS

- Donna Run – February
- Dancin' in the Streets – March
- Easter in the Park – March or April
- Independence Day Celebration – July 4
- Children's Costume Parade – October
- Web.com Event – October
- Night Out Against Crime - October
- Thanksgiving Day gathering – November
- Christmas in the Park - December

EXHIBIT J
ADDENDA OR CHANGES TO THE FORGOING DOCUMENTS
AGREED TO BY THE PARTIES HERETO

- A. Contractor will coordinate with the Summer Sands Homeowner's Association (SSHOA) to provide residents with the option of a 64 gallon container, 36 gallon container or allow residents to keep the containers which are currently being used. The Contractor will allow for a ninety (90) day period from roll out before applying a replacement fee to the resident.
- B. Contractor will allow Neptune Beach residents ninety (90) days from roll out to switch originally issued containers without charging a fee.
- C. Contractor will provide containers with the official seal of the City of Neptune Beach heat stamped on two (2) sides.