



AGENDA
Special and Workshop City Council Meeting
Tuesday, February 20, 2024, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ORDINANCE NO. 2024-01, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Creating Chapter 22, Article VI, Sections 22-101 through 22-105, Automated Traffic Enforcement; Providing for Severability; and Providing an Effective Date p. 3
3. ORDINANCE NO. 2024-02, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Creating Chapter 14, Sections 14-12, Park Hours, and 14-13, Loitering, Soliciting, Begging, Etc., in Public Offices or Buildings Open to the Public; Providing for Severability; and Providing an Effective Date. p. 10
4. CONSIDERATION OF APPROVAL OF WATER RECLAMATION FACILITY – FINE BUBBLE DIFFUSERS p. 15
5. CONSIDERATION OF APPROVAL OF CITY HALL REPAIRS AND REFRESH p. 50
6. PUBLIC COMMENTS
7. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. COMMITTEE REPORTS
 - A. Charter Review
 - B. Finance
 - C. Land Use and Parks
 - D. Transportation and Infrastructure Planning
4. PUBLIC COMMENTS
5. PROPOSED ORDINANCES / NONE
6. CONTRACTS / AGREEMENTS / NONE
7. ISSUE DEVELOPMENT
 - A. DIG Local Network – Beaches Green Market Presentation

8. PUBLIC COMMENTS
9. COUNCIL COMMENTS
10. ADJOURN



Residents attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

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."



NEPTUNE BEACH **POLICE DEPARTMENT**

MICHAEL J. KEY JR., CHIEF OF POLICE

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

Special Meeting Agenda Item #2

Ord. No. 2024-01

February 14, 2024

TO: City Council
Richard J. Pike, City Manager

FROM: Chief Michael J. Key Jr.

RE: Staff Report – Automated Speed Enforcement Ordinance

BACKGROUND

The Florida legislature passed HB657, which took effect July 1st, 2023, authorizing the use of automated speed enforcement devices in school zones. Since then, throughout the State of Florida numerous Counties and Municipalities have adopted legislation and implemented programs. NBPD staff have held meetings with representatives from Atlantic Beach, Jacksonville Beach and Fernandina Beach to discuss locally, meet with vendors, and attended virtual meetings with representatives from the FDOT.

The goal is to reduce the chance of an injury, especially to a child. Data proves that driving over the speed limit significantly increases the likelihood of a crash. Data also proves that reducing a driver's speed greatly reduces the chance of a pedestrian, especially a child, surviving a crash. Florida's school safety zones were the second-most dangerous in the nation, behind California. While Neptune Beach has not had a recent case, Jacksonville has had numerous incidents. Pedestrians being struck by vehicles are a serious problem.

- A 12-year-old child was hit and killed in September 2023 while walking to his bus stop at 7:00am.
- A 4-year-old was critically injured just outside a school zone in September 2023 at 8:00am.
- NBPD Crossing Guards recount numerous incidents where drivers failed to stop, failed to slow down, or have nearly struck pedestrians.

REQUIREMENTS

- The law requires local governments to notify the public of the speed detection system through a 30-day public awareness campaign before enforcement.
- A violation occurs when the speed is at least 10 mph over the speed limit.
- Violators would be fined a \$100 citation by mail.
- The citation would include a photo or recorded image showing the license plate of the vehicle, the date, time and location of the violation, and the top speed the vehicle was traveling at within the school zone.
- The cameras solely target speeders — not drivers running red lights or committing other traffic infractions.

- NBPD officers verify the offense and issue the citation.
- Cameras will only operate during when the school zones are in effect and 30 minutes before and after.
- All school speed zones will have a flashing light and signage warning motorists of the fact speed is being enforced via a camera.
- Cameras are turned off during other times (weekends, summer or other breaks, holidays or any other time school is out).
- The law requires each county or municipality that operates a speed detection system to submit a report on October 1, 2024, and annually thereafter, to the Department of Highway Safety and Motor Vehicles.

PROGRAM

- A speed study has been conducted, which revealed a problem (see attached slides).
- Violator-funded, not taxpayer-funded.
- No upfront costs, no equipment to buy or lease, no construction costs. If violations go to zero, we won't owe anything.
- No fee to terminate contract.
- Will provide an ALPR, per speed camera.
- 100% US company, no overseas data share.

OTHER CONSIDERATIONS

- The City of Fernandina is currently passing an ordinance and implementing a program.
- The City of Jacksonville, Jacksonville Beach & Atlantic Beach are in the research stage and exploring implementation.
- Revenue from the program will fund additional License Plate Readers (LPRs) throughout the City to enhance public safety. Several recent cases have been solved by the use of this technology from missing and endangered children, missing elderly, stolen vehicles, etc. The NBPD currently has 5 LPRs within its fleet.
- Right to face your accuser; if an offender elects a hearing on the citation, the officer shows up to testify.
- The law prohibits points from being imposed against driver license. It also prohibits infractions from being used to set insurance rates.
- The House and Senate both nearly unanimously approved the law (95 Yeas-6 Nays /35 Yeas-3 Nays). Governor signed into law.

Sincerely,

Michael J. Key Jr.
CHIEF MICHAEL J. KEY JR.



altumint

SAFE COMMUNITIES. SMART SOLUTIONS.

SPEED STUDY RESULTS

Neptune Beach Elementary School			
One Day Average	All Hours	School Hours	Non-School Hours
Vehicle Count	11,819	6,804	5,658
Violations	467	200	267
Pass	11,352	6,604	5,391

Beaches Chapel			
One Day Average	All Hours	School Hours	Non-School Hours
Vehicle Count	5,572	2,499	3,073
Violations	285	182	103
Pass	5,287	2,317	2,970

SPEED STUDY RESULTS

Location	Violations (Per Day)	Monthly (20 School Days)	Annual (9 Months)
Neptune Beach ES	200	4,000	36,000
Beaches Chapel	182	3,640	22,760
Total	382	7,640	68,760

**INTRODUCED BY:
MAYOR BROWN**



ORDINANCE NO. 2024-01

A BILL TO BE ENTITLED

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA,
CREATING CHAPTER 22, ARTICLE VI, SECTIONS 22-101 THROUGH
22-105, AUTOMATED TRAFFIC ENFORCEMENT; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City Council of the City of Neptune Beach desires to protect its citizens by diligently updating the Code of Ordinances of the City of Neptune Beach;

WHEREAS, during the 2023 Florida Legislative Session, the Florida Legislature adopted House Bill 657, which amends Chapter 316, Florida State Statutes to authorize a county or municipality to enforce the speed limit in a school zone through the use of a speed detection system;

WHEREAS, the Neptune Beach Police Department has conducted a traffic study to determine whether the school zone speed restrictions were being adequately observed;

WHEREAS, the study showed that there were many violations in the school zones located on Florida Boulevard and Seagate Avenue, warranting the use of school zone speed cameras;

WHEREAS, to effectively address this issue, the City finds it in the best interest of the public to adopt the use of school zone safety speed cameras to enforce the speed limits and protect the health and safety of its youngest citizens.

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

Section 1. Creating Chapter 22, Article VI, Sections 22-101 through 22-105 of the City of Neptune Beach Code of Ordinances. Sections 22-101 through 22-105 of the Code of Ordinances of the City of Neptune Beach, Florida, are hereby created as follows:

ARTICLE VI - AUTOMATED TRAFFIC ENFORCEMENT

Sec. 22-101. Definitions.

For the purpose of this section [article], the following words and phrases shall have the meanings respectively ascribed to them by this section.

Agent means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (1) provides services to such law enforcement agency or governing body; (2) operates, maintains, leases, or licenses a video recording device; or (3) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automated traffic enforcement safety device for review by a peace officer.

Automated traffic enforcement safety device means a speed detection device that: (1) is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle, including an image of such vehicle's rear license plate; (2) is capable of monitoring the speed of a vehicle as photographically recorded pursuant to subparagraph (1) of this paragraph; and (3) indicates on each photographically recorded still or video image produced the date, time, location, and speed of a photographically recorded vehicle traveling at a speed above the posted speed limit within a marked school zone.

Owner means the registrant of a motor vehicle, except that such term shall not include a motor vehicle rental company when a motor vehicle registered by such company is being operated by another person under a rental agreement with such company.

Recorded images means still or video images recorded by an automated traffic enforcement safety device.

School safety zone means in, on, or within 500 feet of any real property owned by or leased to any public or private elementary, middle, or high school or school board and used for elementary, middle, or high school education.

Sec. 22-102. - Local speed zones

Local speed zones established by the city or county traffic engineer in accordance with F.S. §§ 316.189 and 316.1895 are:

(1) 30 miles per hour on the local street of Florida Blvd. between the intersections of Penman Road to the east and S.R. 10 / Atlantic Blvd. to the west; or passing through any church zone or school zone when people are congregated about such church or school preparatory to entering or leaving.

(2) 25 miles per hour on the local street of Florida Blvd. between the intersections of S.R. A1A / 3rd St. to the east and Penman Rd. to the west; or passing through any church zone or school zone when people are congregated about such church or school preparatory to entering or leaving.

(3) 25 miles per hour on the local street of Seagate Ave. westbound lanes between the intersections of S.R. A1A / 3rd St. to the east and Penman Rd. to the west; or passing through any church zone or school zone when people are congregated about such church or school preparatory to entering or leaving.

Sec. 22-103. Authorization for use of automated traffic enforcement safety devices.

The speed limit within any school zone as provided for in Sec. 22-102 and marked pursuant to FSS.316.1985 may be enforced by using photographically recorded images for violations which occurred only on a school day during the time in which instructional classes are taking place and one hour before such classes are scheduled to begin and for one hour after such classes have concluded when such violations are in excess of five miles per hour over the speed limit.

Sec. 22-104 Administration of use of automated traffic enforcement safety devices

- (a) The law enforcement agency, or agent on behalf of the law enforcement agency, operating an automated traffic enforcement safety device provided for under Sec. 22-103 shall maintain a log for the automated traffic enforcement safety device attesting to the performance of such device's self-test at least once every 30 days and the results of such self-test pertaining to the accuracy of the automated traffic enforcement safety device. Such log shall be admissible in any civil enforcement proceeding for a violation issued pursuant to Sec. 22-103. The law enforcement agency, or agent on behalf of the law enforcement agency, operating an automated traffic enforcement safety device shall perform an independent calibration test on the automated traffic enforcement safety device at least once every 12 months. The results of such calibration test shall be admissible in any court proceeding for a violation issued pursuant to Sec. 22-103.
- (b) If an automated traffic enforcement safety device is moved to or placed in a location where an automated traffic enforcement safety device had not previously been moved to or placed in, no citation shall be issued for a violation recorded by that automated traffic enforcement safety device until:
 - (1) The City of Neptune Beach shall erect signs warning of the use of a stationary speed detection device within the approaching school zone. Such signs shall adhere to the provisions set forth in FSS. 316.1985, shall be visible plainly from every lane of traffic, shall be viewable in all traffic conditions, and shall not be placed in such a manner that the view of such sign is subject to being obstructed by any other vehicle on such highway. Such signs shall be placed within 250 feet prior to the warning sign announcing the reduction of the speed limit for the school speed zone. There shall be a rebuttable presumption that such signs are properly installed pursuant to this subsection at the time of any alleged violation under this article; and
 - (2) That no citation shall be issued for the first 30 days after the first automated traffic enforcement safety device is introduced by a law enforcement agency within a school zone, but rather, a civil warning shall be issued for disregard or disobedience of the speed limit within the school zone.
- (d) The Neptune Beach Police Department, any law enforcement agency authorized to enforce the speed limit of a school zone, or an agent working on behalf of a law enforcement agency or governing body, shall send by first class mail addressed to

the owner of the motor vehicle within 30 days after obtaining the name and address of the owner of the motor vehicle but no later than 60 days after the date of the alleged violation:

- (1) A citation for the alleged violation, which shall include the date and time of the violation, the location of the infraction, the maximum speed at which such motor vehicle was traveling in photographically recorded images, the maximum speed applicable within such school zone, the civil warning or the amount of the civil monetary penalty imposed, and the date by which a civil monetary penalty shall be paid;
 - (2) An image taken from the photographically recorded images showing the vehicle involved in the infraction;
 - (3) A website address where photographically recorded images showing the vehicle involved in the infraction and a duplicate of the information provided for in this paragraph may be viewed;
 - (4) A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone and stating that, based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law;
 - (5) A statement of the inference provided by Florida law and of the means specified therein by which such inference may be rebutted for such violations;
 - (6) Information advising the owner of the motor vehicle of the manner in which liability as alleged in the citation may be contested through an administrative hearing; and
 - (7) A warning that the failure to pay the civil monetary penalty or to contest liability in a timely manner as provided for in subsection (d) of this Code section shall waive any right to contest liability.
- (e) Proof that a motor vehicle was operated in disregard or disobedience of the speed limit of the marked school zone shall be evidenced by photographically recorded images. A copy of a certificate sworn to or affirmed by a certified law enforcement officer employed by a law enforcement agency or a civilian employee who has been to a traffic enforcement and citation review certified course and stating that, based upon inspection of photographically recorded images, a motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law shall be prima-facie evidence of the facts contained therein.
- (f) Liability shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:

- (1) Testifies under oath in open court or submits to the court a sworn notarized statement that he or she was not the operator of the vehicle at the time of the alleged violation; or
 - (2) Presents to the court a certified copy of a law enforcement report showing that the vehicle had been reported to law enforcement as stolen prior to the time of the alleged violation.
- (g) A violation for which a civil warning or a civil monetary penalty is imposed pursuant to this article shall not be considered a moving traffic violation for the purpose of points assessment under FSS 322.27. Such violation shall be deemed noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to this article shall not be deemed a conviction and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.
- (h) Any court having jurisdiction over violations of Sec. 22-103 shall have jurisdiction over cases arising under this article and shall be authorized to impose the civil monetary penalty provided for by this subsection. Except as otherwise provided pursuant to Florida law, the provisions of law governing jurisdiction, procedure, defenses, adjudication, appeal, and payment and distribution of penalties otherwise applicable to violations under this article shall apply to enforcement under this article; provided however, that any appeal from county or state court shall be by application in the same manner as that provided by FSS. 318.14.

Sec. 22-105. Violations and penalties.

- (a) Any person who shall violate any provision of this article shall be subject to the civil penalties set forth in Sec. 22-104, including a fine in the amount of \$100.00.

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

Section 3. Severability. If any section, sentence, clause, phrase, or word of this Ordinance 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, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

Section 3. Effective Date. This Ordinance shall become immediately upon passage by the City Council.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this _____ day of _____, 2024.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this _____ day of _____, 2024.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney



NEPTUNE BEACH **POLICE DEPARTMENT**

MICHAEL J. KEY JR., CHIEF OF POLICE

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

Agenda Item #3
Ord. No. 2024-02

February 14, 2024

TO: City Council
Richard J. Pike, City Manager

FROM: Chief Michael J. Key Jr.

RE: Staff Report – City Park Hours & Loitering

BACKGROUND

The City of Neptune Beach does not currently limit or regulate hours or loitering within a city-owned park by City Ordinance. The proposed ordinance limits hours of entree to city-owned parks and provides language for individuals who may possess nefarious motivations to be contacted by law enforcement.

CONSIDERATIONS

- As increased usage and renovations continue to occur in city-owned parks, a growing concern for safety and crime prevention has arisen.
- Based on empirical enforcement by Police Officers, individuals found within city-owned parks during late night hours have been routinely found to be committing a crime or about to have commit a crime.
- Crimes include, but are not limited to, drug use, criminal mischief/vandalism, violations of the camping ordinance and/or other crimes.
- The ordinance is not meant to limit access to the park to any citizen or visitor, but rather provide an appropriate time for operation and a legal basis for further investigatory action by the NBPD if an individual is found within any city-owned park afterhours.
- Signage shall be prominently displayed, clearly indicating when the city-owned park is closed.

Sincerely,

Michael J. Key Jr.
CHIEF MICHAEL J. KEY JR.

INTRODUCED BY:
COUNCILOR LIVINGSTON



ORDINANCE NO. 2024-02

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, CREATING CHAPTER 14, SECTIONS 14-12, PARK HOURS, AND 14-13, LOITERING, SOLICITING, BEGGING, ETC., IN PUBLIC OFFICES OR BUILDINGS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Neptune Beach desires to protect its citizens by diligently updating the Code of Ordinances of the City of Neptune Beach;

WHEREAS, the City's parks and public areas have recently experienced an increase in vandalism, abuse, loitering, solicitation, and other similar activities that pose a danger to the public and result in strains on City resources;

WHEREAS, the City Council has determined that restricting the hours and activities permitted in public areas will help safeguard the health, safety, and welfare of the community;

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, that it advances a significant and important governmental interest, and that it furthers the City's performance of municipal functions and rendering of municipal service.

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

Section 1. Creating Chapter 14, Sections 14-12, Park Hours, and 14-13, Loitering, Soliciting, Begging, Etc., In Public Offices or Buildings Open to The Public. Sections 14-12 and 14-13 of the Code of Ordinances of the City of Neptune Beach, Florida, are hereby created as follows:

Sec. 14-12. Park Hours.

- (a) The parks and other recreational facilities shall normally be open daily to the public from 5:00 a.m. to 10:00 p.m. unless otherwise posted; provided however, the city manager may extend or limit the times herein specified. It shall be unlawful for any person, other than authorized personnel, to go upon or remain in any park or other recreational facility at any time the same is closed to the public.

- (b) The city manager may at his or her discretion, for special events requiring the use of certain parks, allow or require the sponsors of, promoters of, or participants in special events to erect, construct or otherwise prepare and dismantle and remove the facilities for and clean up the area in and around such events during specific times including hours between 10:00 p.m. and 5:00 a.m., so as not to disrupt traffic in the streets surrounding the location of the special event.
- (c) Penalty. Any person violating any provision of this section shall be guilty of an offense punishable by a fine of fifty dollars (\$50.00) per violation, payable within ten (10) days to the Records Clerk, Public Safety Department, Neptune Beach, Florida. A late fee of ten dollars (\$10.00) shall be attached to any fine not paid by the due date.

Sec. 14-13. - Loitering, Soliciting, Begging, Etc., In Public Offices or Buildings Open to The Public.

The Council finds that any person who loiters or prowls in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity constitutes a threat to the public safety or breach of peace. The Council further finds that a person commits the offense of loitering when that person knowingly loiters in any place with one or more persons knowing that a narcotic or dangerous drug, as detailed in F.S. Ch. 893 is being unlawfully used or possessed.

- (a) It shall be unlawful for a person to linger, loiter, sit or stand in any public room in any hotel, office or building in the City or to use any public room for business or social purposes in violation of the expressed wish of the owner, lessee, managing agent or person in charge of the building in which the public room, as defined herein, is situated. For the purpose of enforcement of this Section, it is presumed that if the owner, lessee, managing agent or other person in charge of a building prominently displays a copy of this Section as provided in subsection (e) of this Section, or prominently displays a sign on the premises stating, generally, NO LOITERING, PURSUANT TO NEPTUNE BEACH CODE OF ORDINANCES, that he considers the activities declared unlawful in this Section to be in violation of his expressed wish.
- (b) It shall be unlawful for a person to solicit customers or patronage for himself or on behalf of any other person or distribute advertising or advertising matter upon the premises in any hotel, office or building in the City or to solicit, seek or beg for donations or charity for himself or on behalf of any person upon the premises of or in a hotel, office or building without first having secured the written consent so to do from the owner, lessee, managing agent or person in charge of the operation of the hotel, office or building.
- (c) For the purpose of this Section, the words public rooms shall be deemed to include a basement, building entrance or doorway, lobby, hallway, stairway, mezzanine, elevator, foyer, independent parking lots or others adjacent to or used in connection with the premises, public rest- or sitting rooms or any other

place used in common by the public, tenants, occupants or guests and situated in a hotel, office or building in the City. Furthermore, for the purpose of this Section, the word building shall be deemed to include, but not limited to, retail or service establishments such as restaurants, convenience stores, laundromats, service stations and other similar establishments open to the public.

- (d) the provisions of this Section shall not apply to anyone while in the employ of the United States, State or City during the time the person is in a public room in a hotel, office or building in the City; provided, that the person is engaged in the performance of his designated and official duties.
- (e) Each owner, lessee, managing agent or person in charge of the operation of a hotel, office or building desiring to avail himself of the provisions of this Section shall keep a printed or typewritten copy of this Section in some place in the lobby or entrance to the building where it may be read by persons going in or out of the building and the owner, lessee, managing agent or person in charge of the operation of a building may also make such rules and regulations, not inconsistent with the provisions of this Section, as he may so desire.
- (f) **Penalty.** Any person or persons, corporate entity, or any agent thereof who violates any of the provisions of this section may, upon conviction, be guilty of a noncriminal violation punishable as provided for under F.S. Ch. 162, or by appearance before a county judge if a citation is issued by a police officer, code enforcement officer, animal control officer or others acting at the direction of the city manager. The department of public safety and all officers under its supervision may issue a citation for a civil penalty. A surcharge equal to all administrative costs, including any filing fees required by the clerk of court for the filing of civil citations by the City of Neptune Beach shall be assessed and collected from the defendant upon each civil penalty imposed for violation of this section. For violations of this section, the civil penalty shall be assessed and paid in the following amounts:
 - a. First offense, per day:\$250.00
 - b. Second offense, per day:\$500.00
 - c. Third offense, per day:\$1,000.00

A defendant may pay the civil penalty as specified above, in lieu of appearing in county court. A defendant may exercise this option by paying the specified fine at the public safety building within ten (10) days of notice of violation and penalty. If the civil penalty is not paid by such time, the city shall proceed to enforce such violation as otherwise provided by law.

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

Section 3. Severability. If any section, sentence, clause, phrase, or word of this Ordinance 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, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

Section 3. Effective Date. This Ordinance shall become immediately upon passage by the City Council.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this _____ day of _____, 2024.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading this _____ day of _____, 2024.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney



Special Meeting Item #4
Fine Bubble Diffusers

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Water Reclamation Facility – Fine Bubble Diffusers
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 14, 2024
BACKGROUND:	Hazen and Sawyer was tasked with building a biological model of Plant 1 to identify improvements necessary to improve treatment performance, mainly with respect to Nitrogen. Failure to meet Nitrogen permit requirements led to a consent order with FDEP. The model identified the need for additional oxygen transfer to the biological process. Coarse bubble rental aeration equipment was installed in December 2023, at a cost of \$8,700/month and has improved treatment performance. Staff solicited various manufacturers for fine bubble permanent equipment. Fine bubble aeration provides more efficient oxygen transfer to the treatment process. The following quotes were received: • Environmental Dynamics International (EDI) - \$106,800 • Jaeger - \$93,000 plus estimated freight/startup of \$3,000 to \$5,000 (does not include installation). • Sanitaire - \$40,000 (unresponsive; requires tank be taken out of service).
BUDGET:	Budget report on 2/14/24 indicates an FY24 budget for Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) of \$785,521.00 with a Budget Remaining of \$562,799.65. A budget transfer will be made from this account to Sewer Services, Machinery and Equipment.
RECOMMENDATION:	Award to Environmental Dynamics International (EDI) in the amount of \$106,800.
ATTACHMENT:	• Quote from each manufacturer • Hazen and Sawyer engineer's review of proposal from EDI

Deryle Calhoun

From: Joustra, Caryssa <CJoustra@hazenandsawyer.com>
Sent: Wednesday, February 14, 2024 6:40 AM
To: Deryle Calhoun
Cc: Blate, Micah; Calabria, Jorge
Subject: City of Neptune Beach - Plant 1 Anoxic Tank Conversion

CAUTION This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Deryle,

We have reviewed the proposals received to date for the permanent anoxic tank conversion at Plant 1 that consists of the installation of new drop-in fine bubble diffusers in the second half of the first anoxic basin. After thorough review, **Environmental Dynamics International (EDI)** meets the requirements as noted below:

- **Alignment with Modeling Design Parameters and Results:**
EDI's aeration and mixing system design summary closely aligns with the modeling results conducted during our assessment, and the results are consistent with our modeling predictions.
- **Design Calculations and Equipment Information:**
EDI's proposal includes detailed design calculations, ensuring that the system meets the specified airflow requirements. The proposal also includes a draft layout of the diffuser grids within the anoxic basin.
- **Scope of Supply and Clarity on Exceptions:**
The quote explicitly outlines the inclusions and exclusions for the work including the cost and activities for installation of the equipment.

In summary, EDI's proposal meets the intent of the conversion project. Should you require further clarification, feel free to reach out.

Thanks,

Caryssa M. Joustra, PhD, PE, LEED AP

Principal Engineer | Hazen and Sawyer

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813 682-1223 (direct) | 727.687.3845 (cell)
cjoustra@hazenandsawyer.com | hazenandsawyer.com



AERATION FOR LIFE®

NEPTUNE BEACH SEWAGE PLANT FL

Preliminary Proposal for Design, Supply and
Installation of the Wastewater Treatment System
Upgraded with Retreivable FlexAir™ Aeration

January 30, 2024

5601 Paris Rd.
Columbia, Missouri
USA 65202

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wastewater.com

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Project Overview

Environmental Dynamics International (EDI) is pleased to offer a ModuleAir Retrievable Grid with Magnum fine bubble aeration for the Neptune Beach Sewage Plant FL project. EDI has designed a retrievable aeration system that will deliver oxygen and mixing to the Anoxic tank for the specified airflow.

EDI is also offering an adder for installation of the aeration equipment by EDI SiteWorks, EDI's installation and maintenance division, which is the only certified installer of EDI aeration.

SiteWorks is uniquely capable of installing, maintaining, and fixing all brands of aeration equipment, especially EDI equipment. The Factory-Certified Diffuser System Technicians that will be employed on-site have many years of installing aeration equipment and have the specialized equipment to install this system. With the right tools and experience, SiteWorks can easily troubleshoot any issues that may arise and perform this installation seamlessly and conveniently for the Client the first time. SiteWorks will ensure that the installation meets all manufacturer specifications and directions and can provide startup, commissioning, and training services.

The following is the detailed scope of work to be supplied by EDI:

INCLUDED IN OVERALL SCOPE OF SUPPLY

- Aeration system design submittal and shop drawings
- Start-up, commissioning, and initial training
- 1-year mechanical warranty from equipment startup (or 18 months from shipment, whichever comes first)
- Operation & Maintenance Manuals
- Shipping to jobsite



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System Design Parameters

EDI understands that an existing Anoxic tank requires upgraded diffused aeration. EDI has used the following tank dimensions and design airflow provided by Hazen & Sawyer to put together the following ModuleAir Retrievable Grid design. Please see additional design calculations attached to this proposal.

Aeration design parameters are presented in the following table:

	Anoxic Tank
Tank Volume (gal / ft3)	56,171 / 7,509
AOR Required (lb/d)	1,300
Total Airflow Required (scfm)	544
# Diffuser Tubes Required	54
# Diffuser Assembly Required*	27
Pressure Required at Top of Drop** (psig)	5.45

*2 diffuser tubes make up each assembly.

**EDI recommends using 6.60 psig for blower sizing to account for pipe loss between blower and top of drop and for safety factor.

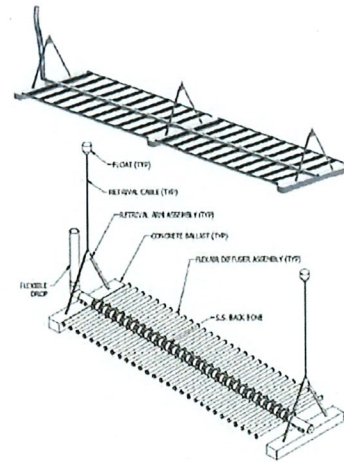
Please Note: Existing mixer cannot be operated while ModuleAirs are in the tank.



Diffuser Selection

ModuleAir™ Retrievable Grid

ModuleAir grids are retrievable modules for high-rate aeration applications where the reactor cannot be drained for system maintenance. Each grid is a self-contained assembly with dedicated airline and ballasted assembly that rests on the reactor floor. Backbone is provided in stainless steel and length can vary from 5-50' depending on application requirements.



FlexAir™ Magnum Fine/Medium Bubble Diffuser



EDI is proposing the Magnum 84P tubular medium bubble diffuser. The Magnum diffuser has the benefits of a fine bubble membrane diffuser which include the diffuser membrane preventing backflow of wastewater into the diffuser and fine bubbles which are very efficient at transferring oxygen into the wastewater.

The Magnum 84P is EDI's recommended diffuser for digester applications because the 360 degree (top, sides and bottom) perforation provides efficient mixing while the membrane prevents sludge from entering the diffuser when

the air is shut off. In addition, since tube diffusers do not have a flat top surface, there is not excess settling on the diffusers during decanting.



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ModuleAir Aeration System Equipment

Design and Supply of all in-tank ModuleAir™ aeration equipment required to make a fully functioning system (as per specifications and drawings) after the flange at the top of the flexible drop hoses and including all in-water components as follows:

ANOXIC TANK (3 MODULES TOTAL)

- 3 4" Flexible Inlet Assemblies. Assembly is factory assembled and includes flanged top and plain end bottom connection, flexible hose and hose clamps.
- 3 4" 304 SS Air Header Assemblies. Assembly provided factory assembled. Assembly includes inlet connection, diffuser outlet ports, end cap, and attachment points for support components.
- 27 FlexAir MG3-1003 Duplex Diffuser Assembly. Diffuser assembly provided factory assembled. Assembly includes two diffuser units and patented Spectrum Diffuser Mount.
- 6 304 Stainless Steel Lift Harnesses. Includes lifting cables and attachment hardware to ModuleAir assembly.
- 3 Continuous Purge Assemblies.

FIELD SERVICE

- Start-up, commissioning, and initial training combined with other supplied equipment as per specifications (allowance of 1 trip with a total of 1 day on site)

Items Specifically Not Included

- All items not listed
- Receiving/off-loading and secure on-site storage of any equipment
- Spreader bar for module installation/ retrieval
- Blowers/ VFDs/ Control panels
- Power supply and electrical connection
- Main header piping required to connect the EDI supplied system to the air supply system
- **Concrete ballast beams are by others.** Each ModuleAir assembly will require two (2) concrete beams. Concrete ballast volumes are based on 150 lb/cf density concrete.

Minimum Size:	Length (in)	Width (in)	Height (in)	Volume (ft ³)	Op Wt (lb)	Dry Wt (lb)
1st Ballast	99.60	8.00	10.95	5.05	442.49	757.69
2nd Ballast	99.60	8.00	10.95	5.05	442.49	757.69



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Optional Aeration System Installation

EDI is pleased to offer additional pricing for the **installation** of all in-tank FlexAir™ aeration equipment as listed above. Installation services include labor, travel, per diem and expenses required to complete the scope of work outlined below:

MODULEAIR INSTALLATION

Note: ModuleAirs to be installed 'wet' (ie. tank at operating water depth).

In laydown area adjacent to basin:

- Supply, form and pour concrete for concrete ballast beams.
- Assemble flexible drops, making required flanged connection to air header.
- Assemble air headers, making required flanged connections and securing to concrete ballast beams.
- Assemble FlexAir MG3-1003 diffusers onto outlets of air header piping.
- Assemble automatic purge systems onto outlets of air header piping.
- Assemble SS lift harness and securing to concrete ballast beams.

Once ModuleAir is assembled:

- Lower ModuleAirs by crane into basin. *Crane provided and operated by others.*
- Connect flexible drops to flanged outlets of yard piping.
- Leak check aeration system.
- If required, remove ModuleAirs and make corrections as necessary.

General Notes & Conditions

- Proposal includes one crew mobilization and demobilization to complete the work as defined above. An additional fee for any additional mobilizations will apply.
- Proposal assumes basins are accessible to crew upon arrival and ready for equipment installation. Main header that connects the retrievable aeration system to the air supply to be installed prior to crew arrival.
- Proposal assumes that the basins are open-topped and the area around the basins is open and free of powerlines, guide wires, etc. so that the basins can be accessed by machinery during installation.
- Proposal assumes standard training and safety certifications of crew, including those in OSHA, Confined Space, and H2S.



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- Delays and downtime resulting from actions or occurrences beyond the control of SiteWorks may be subject to a change order.

Items Specifically Not Included

- All items not listed
- Receiving/off-loading and secure on-site storage of any equipment
- Dewatering, sludge and debris removal, and cleaning of the tanks, if required
- Demolition, removal, and disposal of any existing in-tank equipment, if required
- Access into the tanks: hatchway(s), ladder(s), etc.
- **Provision of 10k-lb crane/ boom truck (including operator and spreader bar)**
- Installation or modifications to air supply system including blowers, controls, electrical work, pads, buildings, discharge and process piping, etc.
- Installation or modifications to main header piping required to connect the EDI supplied system to the air supply system
- Removal or modifications to existing above tank platform/ walkway and mixer to allow access for modules
- Water, air supply equipment, and electrical energy for air for startup of equipment
- Site preparation and restoration
- Specialty labor wages for onsite labor if required by federal or state agencies (such as Davis-Bacon Act, Prevailing Wages, etc.). *Please notify EDI should any of the above wages be required for the project.*
- Site-specific safety requirements, training and/or equipment. *Client to provide deployed crew with any required specialized training at no additional cost incurred to EDI.*



Pricing

Price for the design and supply of the following as described in the scope of work above:

- 1 Anoxic Tank Retrievable Aeration Equipment

\$ 52,700 USD taxes not included (Includes shipping allowed to jobsite and expediting fee)

Pricing subject to final design review. EDI requires more dimensional/scaling information on platform to ensure modules will fit in the tank's open spaces.

NOTE: See EDI Standard Terms & Conditions attached to this proposal.

- 1 Anoxic Tank Retrievable Aeration Equipment Installation

\$ 54,100 USD taxes not included

NOTE: See EDI Standard Terms & Conditions attached to this proposal.

QUOTE VALIDITY

EDI proposals are valid for 30 days. Beyond this 30 day window, prices may be increased by EDI by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average of All Items (Base Index 1982-84=100), as published by the U.S. Bureau of Labor Statistics, over the immediately preceding month (s). In no event, however, shall the price be less than the price extended in the original proposal. In the event the index specified above is either unavailable or is no longer published, the most comprehensive official index then published by the United States Department of Labor, Bureau of Labor Statistics that most clearly approximates the index specified above shall be substituted in place thereof. EDI shall provide Buyer written notice of the adjusted prices upon notification of Buyer's intent to purchase goods.

PAYMENT TERMS

Requests for extended financing beyond the Net Terms indicated below will be quoted based upon the payment terms being requested at the time of order placement.

Equipment terms:

- 50% net 30 days from Submittals
- 40% net 30 days from Shipment.
- 10% net 30 days from Startup of EDI Equipment, or 120 days from shipment, whichever occurs first.



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Installation terms:

- 100% due Net 30 upon Completion of Installation.

TYPICAL EQUIPMENT LEAD TIME / DELIVERY

Approximate delivery times of major components:

- Shop drawings / submittals: 4 weeks after confirmation of order
 - ***To hold this timeframe, we will need .dwg files of the basin with confirmation of what obstructions are staying in the basin and complete with a section view identifying the start of scope elevation. If .dwg files are not available, you can substitute with PDF drawings. PDF's must contain plan view with dimensions, confirmation of what obstructions are staying in the basin and dimensions, section views with dimensions, and identification of start of scope elevation.***
- Aeration Equipment: 10-12 weeks after submittal approval
- Installation to be scheduled in conjunction with delivery of materials and in coordination with site preparation (if applicable).

SCHEDULING (IF APPLICABLE)

Pricing based on EDI maximizing all daylight hours during project term and operating during the week and weekends (if agreed upon). Crews are dispatched to projects on a first come first serve basis. Should a project require completion under "emergency" status, require rescheduling of booked projects, and/or the unplanned utilization of subcontractors, pricing will be renegotiated.



Question or Comments

Any questions or comments can be directed to:

Michael Cole

Regional Sales Manager

michael.cole@nexom.com
954-540-0672

OR

Lynn Douglass

Regional Aftermarket Account Manager

lynn.douglass@wastewater.com
573-819-5455



Environmental Dynamics International, A Nexom Brand

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AERATION FOR LIFE®

STANDARD TERMS AND CONDITIONS OF SALE FOR EQUIPMENT & INSTALLATION SERVICES

1. ACCEPTANCE. These terms and conditions of sale supersede all previous editions – and may be updated from time to time as posted to the EDI website – and apply to all documents made and orders accepted by EDI and acceptance of the goods by the Purchaser is acknowledgement of acceptance of the most recent EDI terms and conditions of sale. No order for EDI's products or services shall be binding upon EDI until accepted in writing by an authorized official of EDI or by shipment or other performance of such order. Any order shall be subject to these terms and conditions, which in concert with any supply contract shall constitute the entire agreement between the parties, and acceptance shall be expressly conditioned on assent to such terms and conditions by Purchaser, which assent shall be deemed given unless Purchaser shall expressly notify EDI to the contrary within five (5) days after receipt of any acknowledgment of order. No understandings or agreements which differ from, modify, or add to these terms and conditions and no additions, deletions or modifications proposed by Purchaser in its printed forms or otherwise shall bind EDI regardless of whether or not such understandings, agreements, additions, deletions, or modifications would materially alter the terms hereof, unless made in writing and signed by both parties. All purchase orders or contracts must be approved and accepted by EDI. Stenographic and clerical errors are subject to correction.

2. CANCELLATION, SUSPENSION OR RETURNS. No accepted offer may be cancelled or altered by Purchaser except upon terms and conditions accepted by EDI in writing, and no changes to this document will be binding unless set forth in writing and manually signed by EDI. This offer may be revoked by EDI at any time before it is accepted by Purchaser and will automatically expire 30 calendar days after its date if Purchaser has not accepted it before then. Neither Purchaser of this offer nor any conduct by EDI (including but not limited to shipment of goods) will oblige EDI to sell to Purchaser any quantity of goods in excess of the quantity that Purchaser has committed to purchase from EDI at the time of such acceptance or conduct. Requests to cancel, suspend or return a PO or portion thereof shall not be accepted without prior written approval from Company. All Goods returned to Company must be in full containers or cases, unopened and in the same conditions as when delivered. All costs to return are borne by the Purchaser and a 15% fee may be charged at Company's option. Costs incurred by Company of all work completed, or goods purchased in execution of Purchaser PO at time of approved cancellation will be responsibility of Purchaser. The Purchaser shall indemnify the Company against any loss related to cancellation, suspension or returns.

3. PRICES; INVOICING. All prices are EXW, EDI Facility and stated in USD unless otherwise noted in the offer. The Company may make partial billings of the contract price as various components of the equipment are shipped. If production or shipment of completed goods, or other Company performance, is delayed by Purchaser, Company may immediately invoice, and Purchaser will pay, the percentage of the purchase price corresponding to the percentage of completion. International Orders: When the Company manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for the goods when ready for shipment.

4. PAYMENT TERMS. Unless otherwise specified herein, payment terms are as set forth in the attached purchase agreement. Amounts past due are subject to a service charge of 1.5% per month, 18% per annum, on the unpaid balance. Company reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Purchaser shall be liable for all costs and expenses incurred by Company in collecting any overdue amounts, including without limitation reasonable attorneys' fees. Any pro-rata payments required hereunder shall be made as shipments are made. Once the Project is awarded, the Company and Purchaser will agree and finalize a revised/applicable Project schedule with payment milestones. If the approval to proceed to each milestone is not given within 14 days of the issuance of the required submittal or notification from the Company to the Purchaser, the Company reserves the right to adjust the sell price of this Purchase Order or add a surcharge based on actual increases incurred from its Suppliers due to the delay in the Project schedule.

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5. CREDIT APPROVAL. All payment terms set forth in this document are subject to Company's approval of Purchaser's credit, in Company's discretion; if such approval is withheld, payment will be due in advance of Company's performance. Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

6. DELIVERY, STORAGE. Unless otherwise agreed to by Company in writing, all shipments are EXW Company's warehouse. Regardless of shipping terms or freight payment, Purchaser will bear all risk of loss or damage in transit. Company reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Purchaser of its obligations to accept remaining deliveries.

Shipping dates are estimates only and are subject to Company's lead time policy. Company shall make all reasonable efforts to have Goods delivered to Purchaser on or about the date or within the time frame of the Order, but Company shall not be liable for any failure or delay in delivery for any reason. Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Company will endeavor to meet the scheduled date(s) but cannot be held responsible for its failure to do so for causes beyond its reasonable control and in no event shall it be liable for any loss or damage resulting from its failure to deliver within the time specified herein. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware. Great care is taken in packing Company's Product. Company cannot be held responsible for damage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Purchaser to the carrier.

Purchase orders issued by Purchaser and placed with Company are irrevocable and Purchaser is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Company pursuant to such purchase order. If the Company does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Purchaser that such Goods are ready, Purchaser shall be deemed to have taken delivery from such dates and Company will store all items at Purchaser's risk and expense, and will invoice Purchaser for any remaining unbilled contract price plus one-half percent (½%) of the total contract price for each month the shipment is delayed and a fee of One Hundred Dollars (\$100.00) per day for storage and maintenance. Unless otherwise agreed upon by the parties in writing, if Purchaser does not accept delivery or collect goods from Company when made available at the agreed delivery point in accordance with the Contract, Purchaser also will reimburse Company for any demurrage, transport or futile delivery costs incurred by Company.

7. TAXES. Prices do not include any state or local sales, use, excise, or other taxes or assessments or import or export duties imposed on the goods provided in the document unless explicitly stated to be included in the document. The Purchaser is responsible to pay and/or report all of the above referenced taxes.

8. LIMITED WARRANTY. Contracts for purchase of equipment and services accepted by EDI exclude any process or performance warranties related to system design. Company warrants title and that the Goods provided in the document shall conform to the Company's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Purchase Order. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract – specifically, to the maximum extent permitted by law, Company makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, processes, or materials or services. Company's sole liability and Purchaser's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Company fails to perform such repair necessitated by a breach of warranty, and such liability and remedy are exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Purchaser agrees that the return of the amount paid by Purchaser to Company for the purchase of the goods which fail to conform with the warranties shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose. Biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.



9. LIMITATION OF LIABILITY. To the extent permitted by law and notwithstanding any provision to the contrary in the contract, in no event shall Company be liable and Purchaser waives all claims against Company for consequential, incidental, indirect, exemplary, punitive or special damages, whether or not based upon Company's negligence or breach of warranty or strict liability in tort or any other cause of action arising, directly or indirectly, in respect to the product or services covered hereunder, or the use or failure thereof, including, but not limited to, damages for loss of production, loss of profits, loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, or injury to persons or property. In any event, Company's maximum liability shall not exceed the purchase price of the product(s) and services furnished by Company hereunder that gave rise to any liability. The provisions of this paragraph shall survive the expiration or termination of this agreement. This disclaimer shall remain in full force and effect even in the event that Purchaser's sole and exclusive remedy shall fail of its essential purpose.

10. GOVERNING LAW. Any document for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

11. ARBITRATION. Any controversy or claim arising out of or relating to this contract/order or breach thereof will be finally settled by arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the controversy or claim in the State of Missouri. Arbitration proceedings shall occur in the county of residence of Company in the State of Missouri.

12. FORCE MAJEURE. Shipments or deliveries may be totally or partially suspended or delayed by Company during any period in which the Company may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Company's reasonable control or where manufacturing, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Company's reasonable controls shall include but are not limited to governmental regulation, flood, wind, labor disputes, accident, power or water shortage, accidents or breakdowns or failures of plant or machinery, transportation, fires, strikes, war, reduced supply of fuel or raw materials, embargo, riot, act of God, or any other cause or causes, whether of like or different nature, beyond the reasonable control of Company. Company shall not incur any liability to Purchaser in respect of such suspension or delays. Purchaser shall bear any costs incidental to Purchaser's delay or failure in acceptance of Product or any other performance.

13. SPECIAL HAZARDS. Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company document. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

14. INSPECTION; ACCEPTANCE. Purchaser shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Company's standard sales specifications or the specifications contained in or referenced in the Contract. Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading – unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection. All claims for damage in shipment, or shortage of Goods received, shall be deemed waived unless made in writing and received by Company.

15. INSURANCE. The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.



16. ATTORNEY FEES. For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

17. BANKRUPTCY, RECEIVERSHIP, OR INSOLVENCY PROCEEDINGS. Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

18. PROMISSORY NOTE. Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

19. PATENT INFRINGEMENT. Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

20. SPARE OR POTENTIAL WARRANTY PARTS. If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contract terms.

21. INDEMNIFICATION. Purchaser will indemnify and hold harmless Company from and against any and all losses, liabilities, damages and expenses (including but not limited to Attorney's Fees and other costs of defense) that Company may incur as a result of any claim, other than a claim for the remedies provided for in the EDI standard warranty, by Purchaser or Purchaser's customers or by any third party arising out of or relating to the goods or services sold hereunder, including but not limited to any such claim based upon the negligence of company in designing, manufacturing, performing and/or selling such goods or services, unless such losses, liabilities, damages or expenses are ultimately determined to be attributable solely to the willful misconduct of seller.

22. WAIVER. No failure to exercise or any delay or omission in exercising any right, power or remedy by Company operates as or constitutes a waiver. A single or partial exercise by Company of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power, or remedy. A waiver is not valid or binding on Company unless made in writing.

23. SEVERANCE. If any provision of these Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal, or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal, or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

24. CONFIDENTIALITY. Purchaser acknowledges that the information and processes utilized by Company in the design, manufacture, and supply of its products and systems are confidential and proprietary to the Company. Purchaser agrees to treat as confidential and proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures or other similar technical information ("Confidential Information") provided by the Company in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such confidential Information in a manner commensurate with the measures taken to protect Purchaser's own confidential or proprietary information. The Company retains all rights, titles, and interests in all such Confidential Information and Purchaser shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by the Company in writing.

25. MECHANICAL WARRANTY and/or LABOR WARRANTY. As provided.



Mechanical – Parts Only, no Labor Warranty Statement

EDI Project No.

This warranty provided by Environmental Dynamics International Inc., (EDI) is limited to the terms set forth in this Statement. All other warranties expressed or implied are excluded and disclaimed in their entirety. EDI gives no other warranty of any kind, nature, or description, expressed or implied, other than the limited warranties set forth herein, and this warranty exclusion includes but is not limited to warranties of merchantability and warranties of fitness for a particular purpose, both of which are excluded and disclaimed in their entirety. Equipment manufactured by EDI is warranted to be free from defects in materials and workmanship as applicable;

- (a) Twelve (12) months from startup of the equipment or eighteen (18) months from shipment, whichever occurs first.
- (b) Installed equipment requiring Substantial Completion or Owner Acceptance Certificate; thirteen (13) months from startup of the equipment or eighteen (18) months from shipment, whichever occurs first, exclusive of certificate issuance.

All equipment / systems must be stored, installed, operated, and maintained according to the Installation, Operation and Maintenance Manual (IO&M) provided.

Claims for damaged, improper material or for shortages upon delivery will not be allowed unless written notice, specifying the nature and extent of the damage or shortage, is received to EDI within fourteen (14) days from offloading. If the damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will commence from the date of assembly and/or erection.

The responsibility of EDI is limited to the cost of the defective equipment. EDI shall not be liable for any indirect, special, consequential, liquidated damages or penalties relating to the goods covered by or the transaction giving rise to this warranty.

Defective part(s) shall be remedied by repair or replacement of the defective part(s) only shipped freight included, FOB original shipping point¹. Costs incurred by EDI (on or off site)² shall be reimbursed by the Purchaser / Owner³ should EDI find a deficiency to not be due to equipment covered by this warranty. Defective is defined as faulty or deficient; to the project specifications, or to the purpose(s)/operation(s) it was originally designed for. The part design itself can evolve and physically transform from upgraded engineering modifications, but this physical transformation has no effect on the functionality of the part. The warranty therefore remains unaffected.

The following are excluded from this warranty, but shall not be considered to be limiting to other exclusions: cleaning and de-watering, labor⁴, equipment manufactured by others⁵, process and performance related to system design or biological process performance, decomposition, abnormal wear and/or damage caused by site conditions; chemical action, chemical precipitate, physical abrasion points or abrasive materials, water velocities greater than 2 ft/sec or as approved by EDI, blunt trauma forces, faulty or substandard structural components, faulty or inadequate maintenance/operation⁶, equipment and services provided under a contract which is in a current state of default due to non-payment⁷. EDI exclusively assumes no responsibility of expense or liability for (a) equipment repairs made or contracted by Purchaser or Owner without EDI's written consent; (b) modifications to any of EDI's equipment made by others which are not approved in advance and in writing by EDI; (c) failure of the Owner to promptly notify EDI of observed defects and or deficiencies which occur during the warranty period; (d) field modifications to allow for removal or replacement of EDI components.

¹ FOB original shipping point indicates the point of which risk of loss passes

² Cost incurred include shall not be limited to; travel, housing, labor, and materials; that have been expended to research and repair such deficiency

³ Responsible party for the equipment at the time of the warranty claim; generally dictated by project status, pre (Purchaser) or post (Owner) project hand over.

⁴ Accessing/uninstalling/replacing/reinstalling any parts.

⁵ EDI does not warranty equipment manufactured by others. "By others" includes but is not limited to blowers, DO probes, electrical panels, engines, motors, any electrical apparatus, etc. Such equipment bears warranties of the respective manufacturers. Labor costs associated with warranty repairs of equipment manufactured by others shall be borne by others

⁶ Please refer to your EDI IO&M manual for maintenance and operation instructions.

⁷ Default due to non-payment shall not include EDI approved holdbacks.



AERATION FOR LIFE®

Aeration and Mixing System Design Summary

Project Name: Neptune Beach Sewage Plant

Location: Neptune Beach FL

Design Brief #: cd22864.05

Date: 1/30/2024

Client: Hazen & Sawyer

:

Calculated By: ELM

General Notes

- 1) Each design calculation is for 1 tank only
- 2) System design under standard conditions in clean water according to ASCE standard.
- 3) System design based on limiting airflow requirement (oxygenation or mixing).
- 4) Cell values assumed by EDI are Bold and Underlined
- 5) Alternate inputs that differ from design inputs are highlighted blue
- 6) Estimated Blower Operating Pressure includes pressure to the top of the drop, estimated yard pipe and blower losses, and 0.5 psig overpressure.

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**Anoxic Temporary Air Geometry:**

Design Scenario	Units	Scenario P3-1	Scenario P3-2
(1) Length	ft	-	-
(2) Width	ft	-	-
(3) Outer Diameter	ft	-	-
(4) Inner Diameter (For Donut Shape)	ft	-	-
(5) Side Slope Ratio, Length / Height (if Applicable)	L/H	-	-
(6) Water Depth	ft	11.73	11.73
(7) Aeration Depth	ft	10.73	10.73
(8) Aerated Tank Floor Area (AT)	ft ²	640	-
(9) Aerated Tank Volume (VT)	ft ³	7,509	7,509

Anoxic Temporary Air Diffuser Information:

Design Scenario	Units	Scenario P3-1	Scenario P3-2
(10) Diffuser Membrane Type	-	91-1003 Tube	91-1003 Tube
(11) Diffuser Assembly Type	-	MG3-1003 Duplex	MG3-1003 Duplex
(12) Perforation Size	-	Micro	Micro
(13) Quantity of Diffuser Membranes per Diffuser Assembly	-	2	2
(14) Number of Diffuser Membranes Required	-	54	54
(15) Number of Diffuser Assemblies Required	-	27	27
(16) Perforated Membrane Area per Diffuser Membrane	ft ²	2.64	2.64
(17) Perforated Membrane Area per Diffuser Assembly	ft ²	5.28	5.28
(18) Total Perforated Membrane Area Requirement (AD)	ft ²	142.56	142.56
(19) Design Density - Floor Coverage (AD / AT)	-	0.22	-
(20) Design Density - (AT / AD)	-	4.49	-

Anoxic Temporary Air Mixing:

Design Scenario	Units	Scenario P3-1	Scenario P3-2
(21) Specific Airflow Rate for Mixing	scfm/ft ²	0.12	0.12
(22) Volumetric Airflow Rate for Mixing	scfm/1000ft ³	10.00	10.00
(23) Airflow Requirement for Mixing (Q _{mix})	scfm	75	75

Anoxic Temporary Air Oxygen Requirement:

Design Scenario	Units	Scenario P3-1	Scenario P3-2
(24) Standard Oxygen Requirement (SOR = SOTR)	lb O ₂ /hr	107	107
(25) Airflow Requirement for Process (Q _{oxy})	scfm	544	543
(26) System Determining Airflow (Q _{mix} or Q _{oxy})	scfm	544	543
(27) Specific Airflow per Aerated Tank Floor Area	scfm/ft ²	0.85	-
(28) Airflow per Diffuser Membrane	scfm	10.07	10.06
(29) Diffuser Membrane Flux Rate	scfm/ft ²	3.81	3.81
(30) Standard Oxygen Transfer Efficiency (SOTE)	%	18.77	18.78
(31) Specific Standard Oxygen Transfer Efficiency (SSOTE)	%/ft	1.75	1.75
(33) Estimated Pressure at Top of Drop Pipe	psig	5.45	5.45
(34) Estimated Blower Operating Pressure	psig	6.60	6.60



Anoxic Temporary Air AOR to SOR Calculation:

Design Scenario	Units	Scenario P3-1	Scenario P3-2
(49) Daily Aeration Time	h/d	24	24
(50) AOR per Hour	lb O ₂ /h	54	54
(51) α = Ratio of Oxygen Transfer Rate in Wastewater to Clean Water	-	0.65	0.65
(52) β = Ratio of Oxygen Saturation in Wastewater to Clean Water	-	0.98	0.98
(53) Site Elevation	ft	20.00	20.00
(54) Dissolved Oxygen (DO)	mg O ₂ /L	2.00	2.00
(55) Winter Wastewater Temperature (Tw)	°F	68	68
(56) Summer Wastewater Temperature (Ts)	°F	77	77
(57) AOR / SOR Winter	-	0.51	0.51
(58) AOR / SOR Summer	-	0.51	0.51
(24) Standard Oxygen Requirement (SOR = SOTR)	lb O ₂ /hr	107	107
(59) SOR Daily Design Value	lb O ₂ /d	2,557	2,557

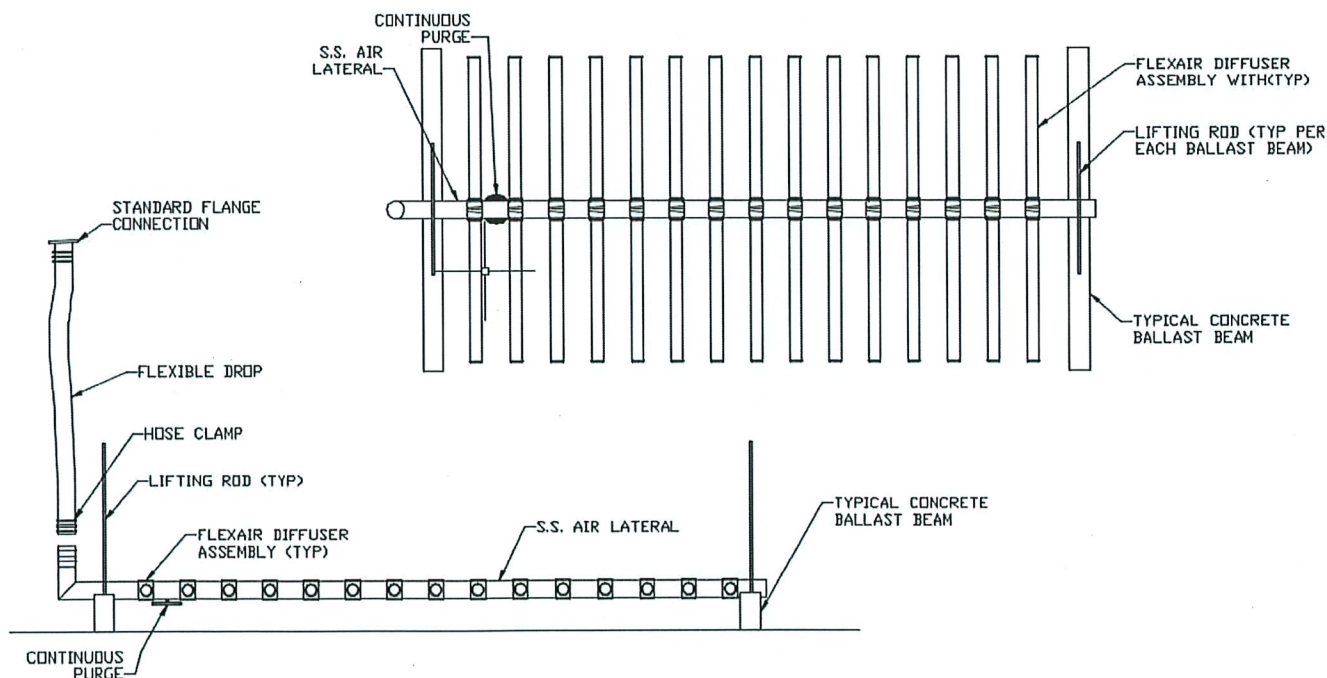


MODULEAIR

Lift-In/Lift-Out Tube Diffuser Option

Material Features

- Available with all EDI fine bubble disc diffusers
- Accommodates variable water level and non-uniform floor conditions
- Self-contained assembly; dedicated airline and ballasted assembly rests on reactor floor
- Stainless steel construction standard; alternate materials of construction available
- Retrievable modules for high rate aeration applications where the reactor cannot be drained for system maintenance
- Modules can span 5 feet (1.5 m) up to 50 feet (15 m) depending on application
- Typical stainless steel construction



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SS96-EA-06-21

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SPECIFICATION

FlexAIR[®] PRO MAGNUM[™]

Fine-Bubble Flexible Tube Membrane Diffuser

The EDI FlexAir[®] Pro Magnum[™] diffuser is a fine pore, flexible membrane diffuser that offers a superior design for optimal aeration capacity. It features a full circumferential perforated area and can be configured with standard or high-capacity perforations for increased aeration and mixing capacity and maximum SOTE. The diffuser is ideally suited for digesters and standard biological treatments that require efficient mixing and good oxygen transfer at lower operational costs.

Material Features

- Efficient geometry supports medium to high-density installations, with 30% to 65% floor coverage, for improved mixing or SOTE efficiency.
- Precision perforations for Standard and High-Capacity options, engineered for optimized air handling, reduced operating pressure requirements, or maximum oxygen transfer efficiency.
- Easily replaceable premium quality membranes available in EPDM, Polyurethane (PU), High Temperature PU (HTPU), and Armor Coating, for reduced fouling and minimum maintenance.
- Backflow protection with triple check-valve design that prevents entry of liquid/solids into piping.
- Durable ABS saddle and PVC body construction for maximum chemical and UV resistance; optional CPVC body for maximum temperature resistance.
- SDM Saddle mounts to 4", 6", 8" (110 mm and 160 mm) round shaped air piping.



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Model & Perforation	MG3-502 Micro	MG3-502 High-Cap	MG3-1003 Micro	MG3-1003 High-Cap	MG3-2006 Micro	MG3-2006 High-Cap
Typical Airflow (per Tube)	2-6 scfm 3-10 m³n/h	5-14 scfm 8-22 m³n/h	4-13 scfm 6-21 m³n/h	10-28 scfm 16-44 m³n/h	8-26 scfm 13-41 m³n/h	20-56 scfm 32-89 m³n/h
Maximum Airflow (per Tube)	10 scfm 16 m³n/h	18 scfm 29 m³n/h	20 scfm 32 m³n/h	35 scfm 55 m³n/h	40 scfm 63 m³n/h	70 scfm 111 m³n/h
Duplex Overall Length	54.8 in 1391.9 mm	54.8 in 1391.9 mm	94.3 in 2400 mm	94.3 in 2400 mm	192 in 4880 mm	192 in 4880 mm
Operational Buoyancy	5.8 lb 2.6 kg	5.8 lb 2.6 kg	6.3 lb 2.9 kg	6.3 lb 2.9 kg	36.7 lb 16.6 kg	36.7 lb 16.6 kg
Dry Weight	7.1 lb 3.2 kg	7.1 lb 3.2 kg	11.0 lb 5.0 kg	11.0 lb 5.0 kg	23.0 lb 10.4 kg	23.0 lb 10.4 kg
Active Surface Area	1.25 ft² 0.12 m²	1.25 ft² 0.12 m²	2.64 ft² 0.25 m²	2.64 ft² 0.25 m²	5.28 ft² 0.49 m²	5.28 ft² 0.49 m²

NOTES:

- Values listed in the specification chart are per tube, unless noted otherwise.
- Optimum oxygen transfer efficiency is achieved when operating in typical airflow range.
- Operating below Typical Airflow range will lead to poor uniformity and higher risk of fouling.
- Operating at or above Maximum Airflow for extended periods may lead to worse SOTE and decreased membrane longevity.

Working with EDI is easy:



SPECIFICATION: FlexAir Pro Magnum
SS152-EA-23-10

2 of 2

Pioneer of Fine-Bubble
JAEGER—AERATION

January 16, 2024

Mr. Zack Mansker
EES Florida, Inc.

RE: Neptune Beach, FL
Anoxic Tank Modifications
Proposal No. GJAQ-23-0121 Rev C

Dear Zack:

Jaeger Aeration is pleased to provide the following proposal for your upcoming Neptune Beach, FL project:

We propose installing two OxyLift racks with OxyStrip diffusers in the existing Anoxic Tank to increase the DO in the system. Based upon our calculations, two retrievable racks will satisfy the AOR goal of up to 1140 lbs/day as outlined by the Engineer. Our calculations are based upon 500 SCFM air flow, but calculations must be confirmed with Engineer prior to order release. We propose to provide the OxyLift racks, DO analyzer, blower equipment package and controls for the project. Proposed scope of supply is as follows:

OxyLift Retrievable Aeration System:



Pioneer of Fine-Bubble

JAEGER—AERATION

OxyLift Retrievable Aeration System:

Two: OxyLift Racks, one customized design with a total of 18 OxyStrip diffusers and one standard design with a total of 24 OxyStrip diffusers. The OxyStrip diffusers will be Silicone material installed on custom stainless steel OxyLift frames. Each OxyLift rack will be installed with a 4" diameter hose and camlock connections to a 4" diameter butterfly valve. OxyLift racks can be installed without draining the existing tank, however installer must clean the bottom of tank prior to installation.

~~One: UBI blower assembly with a capacity of 750 SCFM at 5 PSIG. The blower assembly will be provided with acoustical enclosure and check valve, isolation butterfly valve, and pressure relief valve. Acoustical enclosure will have exhaust fan for temperature control.~~

~~One: Controls package consisting of DO analyzer, PLC based control system with touchscreen HMI for setpoint adjustment, system trending and alarming. Reduced Voltage Soft Starter for blower motor, all controls in a single standalone UL 508A listed, temperature controlled NEMA 4X rated control panel.~~

Budgetary pricing including freight and system commissioning:

OxyLift Aeration System	\$93,000.00 Total
Estimated Freight/Startup	\$3,000-5,000 Total

Project Schedule: Standard delivery schedule is 10-14 weeks after release to fabrication. Delivery can be expedited if required.

Taxes:

This quote does not include any local, state or federal taxes, permits or other fees. Any taxes or fees that apply must be added to the quoted price and paid directly by the buyer.

Expected Schedule from receipt of accepted order:

Submittal documents for approval	2 weeks
Review of documents	2 weeks
Delivery after release to fabrication	10-14 weeks

Clarifications, Exceptions and Exclusions:

The following equipment and services are not provided as part of this proposal.

- All unloading, cutting or other field modifications
- OxyLift installation and lifting equipment (crane or boom truck)

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- Concrete work and disposal of any/all materials from the job site
- Tank cleaning / preparation prior to installation
- Spare parts other than specified above
- Blower package and associated controls
- Controls package and associated instrumentation

Jaeger Aeration appreciates your consideration and we look forward to this project.

Jaeger Aeration Contacts:

Tony Janssen & Mark Mayer

Jaeger-Aeration, LLC

4175 Mulligan Dr.

Longmont, CO 80504

PH: 303-250-9887



SANITAIRE

a xylem brand

Diffused Aeration Equipment

for

Neptune Beach WWTF
aeration

Sanitaire #s32237-23

January 23, 2024

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Sanitaire Aeration Design Inputs for: Neptune Beach WWTF, Sanitaire #s32237-23

Tank Geometry

1 Train Consisting of: 2

Parameter	Units	Pass 1
Parallel Reactors		1
Pass Process		A/O
SWD	ft	11.5
Submergence	ft	10.6
Volume	ft³	14,663.2
Reactor Geometry:		Circle
Diameter	ft	40.4

Oxygen/Air Distribution

	Zone	1	2
	Pass	1	1
Default			100.0%

Oxygenation

Parameter	Units	Peak Day AOR	0.7 scfm/diff user	1.2 scfm/diffu ser
No. Trains Operating		1	1	1
Air Rate	scfm		168.0	288.0
Oxygen Requirement	lb/day	1,300.0-A		

Standard Oxygen Correction Factor Parameters

Parameter	Units	Peak Day AOR	0.7 scfm/diff user	1.2 scfm/diffu ser
Alpha		0.5		
Beta		0.98		
Theta		1.024		
Dissolved Oxygen	mg/l	2		
Site Elevation	FASL	10	10	10
Ambient Pressure	PSIA	14.70	14.70	14.70
Water Temperature	°C	20	20	20

Notes:

Bold, italicized text indicate assumptions made by Sanitaire

A - Indicates Actual (AOR) Requirement.

S - Indicates Standard Condition (SOR) Oxygen requirement.

If the AOR/SOR parameter is not given, then its value will be evaluated later if suitable alpha,

beta, D.O., theta, pressure, and temperature data is supplied.

Round tanks are evaluated as rectangular tanks diameter equal to length and equal surface area.

Annular tanks are evaluated as rectangular tanks of width equal to the annular width and equal surface area.

Sanitaire Project Name: Neptune Beach WWTF
Sanitaire Project #s32237-23
Design Summary

		Operating Point & O2 Distribution		
		0.7 Peak Day AOR Default	1.2 scfm/diffu ser Default	1.2 scfm/diffu ser Default
No. Trains in Operation		1	1	1
No. Grids in Operation		1	1	1
No. Operating Diffusers		240	240	240
SOR	lb/day	3,325	1,101	1,768
SOTE	%	22.5	26.2	24.5
Total Air Rate	scfm	590.7	168.0	288.0
Min. Diffuser Air Rate	scfm/diff.	2.46	0.7	1.2
Max. Diffuser Air Rate	scfm/diff.	2.46	0.7	1.2
Static Pressure	psig	4.57	4.57	4.57
Diffuser DWP @ Min Air	psig	0.6	0.45	0.49
Diffuser DWP @ Max Air	psig	0.6	0.45	0.49
Pressure @ Top of Dropleg	psig	5.71	5.07	5.19
Est. Blower Efficiency		70%	70%	70%
Est. Motor Efficiency		90%	90%	90%
Shaft Power	Bhp	19.42	5.0	8.75
Est. Motor Electrical Load	kW	16.10	4.14	7.25
Est. Standard Aeration Efficiency	#SOR/BHP-hr	7.13	9.18	8.42

Notes:

- (1) Design air is the maximum of process air or mixing air
- (2) Delivered oxygen based on design air
- (3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi line loss
- (4) Performance based on diffuser density (At/Ad), submergence, and diffuser unit air flow.
- (5) Diffuser Air Flow based on Active Valve Modulation
- (6) Blower Pressure Capability also requires consideration of:
 blower and the aeration assembly dropleg connections.
 Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other
 Fine Pore systems regardless of supplier or type of diffuser element.
 C. Increased diffuser submergence during Peak Flow conditions.
- (7) Air Flow defined at 20°C
- (8) Fine Mixing air based on MOP/8 0.12 scfm/ft²

Sanitaire Project Name: Neptune Beach WWTF**Sanitaire Project #s32237-23**

Consulting Engineer:

Operating Condition: Peak Day AOR

Oxygen Distribution: Default

Aeration System Design

Parameter	Units	Zone 1	Zone 2	Totals/Overall
Pass		1	1	
SWD	ft	11.45	11.45	
Subm	ft	10.56	10.56	
Volume	ft³	7,331.6	7,331.6	7,331.6
No. Parallel Tanks		1	1	
No. Trains in Operation		1	1	
Grid Count			1	1
Dropleg Diameter	inches		4	
At/Ad		6.507248867		
Diffuser Density	% Floor		15.37%	
Diffusers/Grid			240	240

Oxygen Transfer

Diffuser Type		SSII-9	SSII-9	
Alpha			0.5	
Beta			0.98	
Theta			1.024	
D.O.	mg/l		2	
Water Temp	°C		20	
AOR/SOR			0.3910	0.3910
Oxygen Distribution	%/Zone		100.0%	100.0%
AOR	lb/day		1,300.0	1,300.0
SOR	lb/day		3,325.1	3,325.1
Air Rate (7)	scfm			

Performance

Mixing Criteria	scfm/ft²		0.12	
Safety Factor	%			
Mixing Air (8)	scfm		76.8	
Process Air (for SOR)	scfm		590.7	
Design Air (1,7)	scfm		590.7	590.7
Diffuser Air Rate	scfm/Diff.		2.46	2.46
Delivered SOR	lb/day		3,325.1	3,325.1
Delivered SOTE	%		22.5%	22.5%
Pressure @ Top of Dropleg	psig		5.71	5.71
Shaft Power	Bhp		19.4	19.4

Notes:

- (1) Design air is the maximum of process air or mixing air
- (2) Delivered oxygen based on design air
- (3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi line loss
- (4) Performance based on diffuser density (At/Ad), submergence, and diffuser unit air flow.
- (5) Diffuser Air Flow based on Active Valve Modulation
- (6) Blower Pressure Capability also requires consideration of:
 - A. The Air Main headloss (piping, fittings, valves, instrumentation, etc.) between the blower and the aeration assembly dropleg connections.
 - B. Potential for increased headloss resulting from diffuser fouling and/or aging.
Please refer to the US EPA Fine Pore Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other technical publications for a detailed discussion on this subject. Note that this headloss consideration relates to all Fine Pore systems regardless of supplier or type of diffuser element.
 - C. Increased diffuser submergence during Peak Flow conditions.
- (7) Air Flow defined at 20°C
- (8) Fine Mixing air based on MOP/8 0.12 scfm/ft²

Sanitaire Project Name: Neptune Beach WWTF**Sanitaire Project #s32237-23**

Consulting Engineer:

Operating Condition: 0.7 scfm/diffuser

Oxygen Distribution: Default

Aeration System Design

Parameter	Units	Zone 1	Zone 2	Totals/Overall
Pass		1	1	
SWD	ft	11.45	11.45	
Subm	ft	10.56	10.56	
Volume	ft³	7,331.6	7,331.6	7,331.6
No. Parallel Tanks		1	1	
No. Trains in Operation		1	1	
Grid Count			1	1
Dropleg Diameter	inches		4	
At/Ad		6.507248867		
Diffuser Density	% Floor		15.37%	
Diffusers/Grid			240	240

Oxygen Transfer

Diffuser Type		SSII-9	SSII-9	
Alpha				
Beta				
Theta				
D.O.	mg/l			
Water Temp	°C		20	
AOR/SOR				
Oxygen Distribution	%/Zone		100.0%	100.0%
AOR	lb/day			
SOR	lb/day			
Air Rate (7)	scfm		168.0	168.0

Performance

Mixing Criteria	scfm/ft²		0.12	
Safety Factor	%			
Mixing Air (8)	scfm		76.8	
Process Air (for SOR)	scfm		168.0	
Design Air (1,7)	scfm		168.0	168.0
Diffuser Air Rate	scfm/Diff.		0.70	0.70
Delivered SOR	lb/day		1,100.9	1,100.9
Delivered SOTE	%		26.2%	26.2%
Pressure @ Top of Dropleg	psig		5.07	5.07
Shaft Power	Bhp		5.0	5.0

Notes:

- (1) Design air is the maximum of process air or mixing air
- (2) Delivered oxygen based on design air
- (3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi line loss
- (4) Performance based on diffuser density (At/Ad), submergence, and diffuser unit air flow.
- (5) Diffuser Air Flow based on Active Valve Modulation
- (6) Blower Pressure Capability also requires consideration of:
 - A. The Air Main headloss (piping, fittings, valves, instrumentation, etc.) between the blower and the aeration assembly dropleg connections.
 - B. Potential for increased headloss resulting from diffuser fouling and/or aging.

Please refer to the US EPA Fine Pore Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other technical publications for a detailed discussion on this subject. Note that this headloss consideration relates to all Fine Pore systems regardless of supplier or type of diffuser element.

 - C. Increased diffuser submergence during Peak Flow conditions.
- (7) Air Flow defined at 20°C
- (8) Fine Mixing air based on MOP/8 0.12 scfm/ft²

Sanitaire Project Name: Neptune Beach WWTF**Sanitaire Project #s32237-23**

Consulting Engineer:

Operating Condition: 1.2 scfm/diffuser

Oxygen Distribution: Default

Aeration System Design

Parameter	Units	Zone 1	Zone 2	Totals/Overall
Pass		1	1	
SWD	ft	11.45	11.45	
Subm	ft	10.56	10.56	
Volume	ft³	7,331.6	7,331.6	7,331.6
No. Parallel Tanks		1	1	
No. Trains in Operation		1	1	
Grid Count			1	1
Dropleg Diameter	inches		4	
At/Ad		6.507248867		
Diffuser Density	% Floor		15.37%	
Diffusers/Grid			240	240

Oxygen Transfer

Diffuser Type		SSII-9	SSII-9	
Alpha				
Beta				
Theta				
D.O.	mg/l			
Water Temp	°C		20	
AOR/SOR				
Oxygen Distribution	%/Zone		100.0%	100.0%
AOR	lb/day			
SOR	lb/day			
Air Rate (7)	scfm		288.0	288.0

Performance

Mixing Criteria	scfm/ft²		0.12	
Safety Factor	%			
Mixing Air (8)	scfm		76.8	
Process Air (for SOR)	scfm		288.0	
Design Air (1,7)	scfm		288.0	288.0
Diffuser Air Rate	scfm/Diff.		1.20	1.20
Delivered SOR	lb/day		1,768.2	1,768.2
Delivered SOTE	%		24.5%	24.5%
Pressure @ Top of Dropleg	psig		5.19	5.19
Shaft Power	Bhp		8.7	8.7

Notes:

- (1) Design air is the maximum of process air or mixing air
- (2) Delivered oxygen based on design air
- (3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi line loss
- (4) Performance based on diffuser density (At/Ad), submergence, and diffuser unit air flow.
- (5) Diffuser Air Flow based on Active Valve Modulation
- (6) Blower Pressure Capability also requires consideration of:
 - A. The Air Main headloss (piping, fittings, valves, instrumentation, etc.) between the blower and the aeration assembly dropleg connections.
 - B. Potential for increased headloss resulting from diffuser fouling and/or aging.

Please refer to the US EPA Fine Pore Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other technical publications for a detailed discussion on this subject. Note that this headloss consideration relates to all Fine Pore systems regardless of supplier or type of diffuser element.

 - C. Increased diffuser submergence during Peak Flow conditions.
- (7) Air Flow defined at 20°C
- (8) Fine Mixing air based on MOP/8 0.12 scfm/ft²

Sanitaire Project Name: Neptune Beach WWTF

Sanitaire Project #s32237-23

Headloss Summary by System Operating Point

Consulting Engineer:

Operating Condition: Peak Day AOR

Oxygen Distribution: Default

Grid Design

	Units	Grid 1	Grid 2
Diffuser Count		Anoxic	240
Dropleg Diameter	inches		4
Line Count			24
Line Spacing	ft		1.58
Manifold Diameter	inches		4
Manifold Length	ft		36.42
Header Length	ft	Varies	Varies
Manifold Location			Center
Manifold Elevation			Inline
Dropleg Location			End
Header Orientation			Length

Grid Pressure

Grid Air Flow	scfm		590.7
Diffuser Air Flow	scfm		2.46
Submergence	ft		10.56
Orifice Diameter	inches		13/64
Static Header Pressure Differential in Assembly	psig		1.33E-01
Average Header Pressure in Assembly	PSI		5.46
A: Average Headloss from Top of Dropleg To Headers	PSI		2.43E-01
B: Diffuser Orifice Headloss	psi		2.91E-01
C: Diffuser Dynamic Wet Pressure	psi		5.99E-01
D: Static Pressure	psig		4.57
Total Pressure Required at Top of Dropleg (A+B+C+D)	psig		5.71
Friction Headloss (A+B)	PSI		5.34E-01

Sanitaire Project Name: Neptune Beach WWTF

Sanitaire Project #s32237-23

Headloss Summary by System Operating Point

Consulting Engineer:

Operating Condition: 0.7 scfm/diffuser

Oxygen Distribution: Default

Grid Design

	Units	Grid 1	Grid 2
Diffuser Count		Anoxic	240
Dropleg Diameter	inches		4
Line Count			24
Line Spacing	ft		1.58
Manifold Diameter	inches		4
Manifold Length	ft		36.42
Header Length	ft	Varies	Varies
Manifold Location			Center
Manifold Elevation			Inline
Dropleg Location			End
Header Orientation			Length

Grid Pressure

Grid Air Flow	scfm		168.0
Diffuser Air Flow	scfm		0.70
Submergence	ft		10.56
Orifice Diameter	inches		13/64
Static Header Pressure Differential in Assembly	psig		1.10E-02
Average Header Pressure in Assembly	PSI		5.05
A: Average Headloss from Top of Dropleg To Headers	PSI		2.01E-02
B: Diffuser Orifice Headloss	psi		2.26E-02
C: Diffuser Dynamic Wet Pressure	psi		4.52E-01
D: Static Pressure	psig		4.57
Total Pressure Required at Top of Dropleg (A+B+C+D)	psig		5.07
Friction Headloss (A+B)	PSI		4.27E-02

Sanitaire Project Name: Neptune Beach WWTF

Sanitaire Project #s32237-23

Headloss Summary by System Operating Point

Consulting Engineer:

Operating Condition: 1.2 scfm/diffuser

Oxygen Distribution: Default

Grid Design

	Units	Grid 1	Grid 2
Diffuser Count		Anoxic	240
Dropleg Diameter	inches		4
Line Count			24
Line Spacing	ft		1.58
Manifold Diameter	inches		4
Manifold Length	ft		36.42
Header Length	ft	Varies	Varies
Manifold Location			Center
Manifold Elevation			Inline
Dropleg Location			End
Header Orientation			Length

Grid Pressure

Grid Air Flow	scfm		288.0
Diffuser Air Flow	scfm		1.20
Submergence	ft		10.56
Orifice Diameter	inches		13/64
Static Header Pressure Differential in Assembly	psig		3.22E-02
Average Header Pressure in Assembly	PSI		5.14
A: Average Headloss from Top of Dropleg To Headers	PSI		5.88E-02
B: Diffuser Orifice Headloss	psi		6.78E-02
C: Diffuser Dynamic Wet Pressure	psi		4.94E-01
D: Static Pressure	psig		4.57
Total Pressure Required at Top of Dropleg (A+B+C+D)	psig		5.19
Friction Headloss (A+B)	PSI		1.27E-01



**Special Meeting Item #5
City Hall Exterior Repairs and
Refresh**

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

AGENDA ITEM:	City Hall Exterior Repairs and Refresh
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 14, 2024
BACKGROUND:	City Hall's exterior has experienced cracking of stucco and water intrusion into the building. Non-destructive means were used to estimate the square footage of damaged stucco to be removed and replaced. Major items included in this project: • Surface prep • Stucco repair (repair of lathe and backing will be a change order) • Sealing of surfaces • Painting or coating • Masonry planter wall repairs (capstones and mortar joints) • Window perimeters and glazing (12 large windows and 12 small) Four quotes were received (alphabetical order): • Earthwise - \$69,250.00 • Fields General Contracting - \$69,396.00 • Krystal Klean - \$47,788.76 • Tremco / Weatherproofing Technologies, Inc. - \$94,676.21 As discussed in the provided summary and quote detail, Tremco/WTI is proposing an acrylic, elastomeric waterproof coating whereas the others are painting.
BUDGET:	Budget report on 2/14/24 indicates an FY24 budget for Public Works, Building Improvements (001-1441-541-60-62) of \$800,000.00 with a Budget Remaining of \$800,000.00.
RECOMMENDATION:	N/A
ATTACHMENT:	• Cover document showing stucco damage and repair terms • Tremco's photo report of damage • Quote summary spreadsheet quote from each contractor • Quote from each contractor

John Sculli

Tremco

1/8/2024 | 51 Photos



Neptune Beach City Hall

Facade Photo Report



Overview



East side overview

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:49pm
Creator: John Sculli



South side overview

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:49pm
Creator: John Sculli



South side overview

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:50pm
Creator: John Sculli



West side overview

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:52pm
Creator: John Sculli



North side overview

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:27am
Creator: John Sculli

Wall Deficiencies



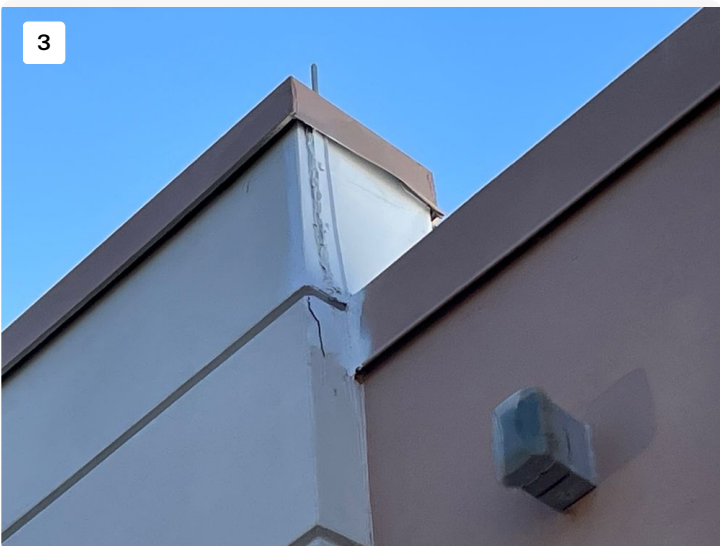
Major stucco damage

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:49pm
Creator: John Sculli



Handicap ramp stucco damage

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:56pm
Creator: John Sculli



Cracking in stucco

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:49pm
Creator: John Sculli



Cracking stucco and bubbling paint

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:50pm
Creator: John Sculli



Cracking stucco below windows

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:50pm
Creator: John Sculli



Cracking stucco below windows

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:51pm
Creator: John Sculli



Stucco cracking at window frame

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:10am
Creator: John Sculli



Paint chipping

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:53pm
Creator: John Sculli



Cracking stucco at window frame

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:53pm
Creator: John Sculli



Cracking below window frame

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:53pm
Creator: John Sculli



Cracking at pillars

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:54pm
Creator: John Sculli



Cracking at pillars

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:56pm
Creator: John Sculli



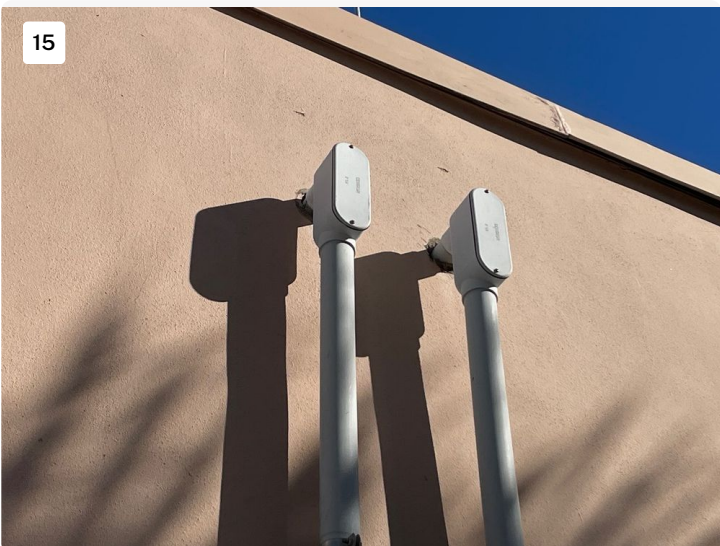
Cracking stucco around windows

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:50pm
Creator: John Sculli



hairline cracking in stucco

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:53pm
Creator: John Sculli



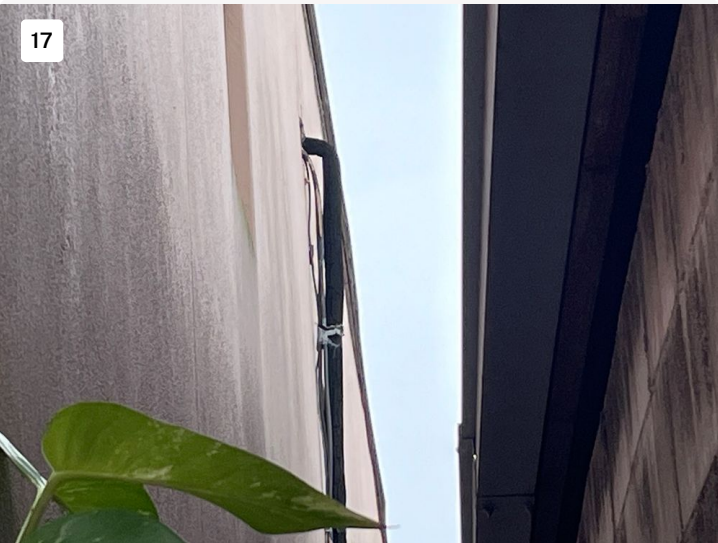
Pipe penetrations not properly sealed

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:51pm
Creator: John Sculli



18" of space between buildings for north side wall coating

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:27am
Creator: John Sculli



Penetrations not properly sealed

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:28am
Creator: John Sculli



tight space between buildings on north side.

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:30am
Creator: John Sculli

Window Deficiencies



Water intrusion points illustrated

Project: Neptune Beach City Hall
Date: 1/8/2024, 12:48pm
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:53am
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:50am
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 12:48pm
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:50am
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:54am
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:55am
Creator: John Sculli



Water test showing water intrusion at windows around window seals and mullion entry points

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:55am
Creator: John Sculli



Openings at window seal corners

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:07am
Creator: John Sculli



Openings at window seal corners

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:07am
Creator: John Sculli



Openings at window seal corners

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:10am
Creator: John Sculli



Openings at window seal corners

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:10am
Creator: John Sculli



Interior window sill damage

Project: Neptune Beach City Hall
Date: 1/8/2024, 10:49am
Creator: John Sculli



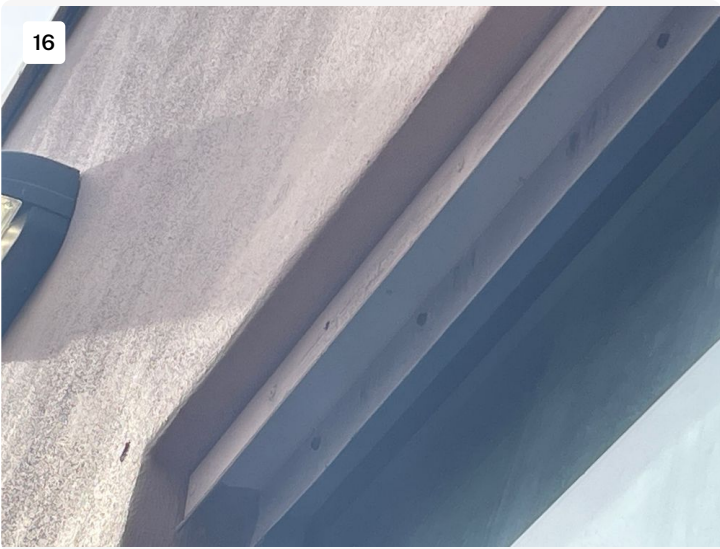
Interior window sill damage

Project: Neptune Beach City Hall
Date: 1/8/2024, 10:50am
Creator: John Sculli



Window perimeter sealant cracking

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:32am
Creator: John Sculli



Hurricane shutter braces will need to be removed and reset to properly seal window

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:33am
Creator: John Sculli



Hurricane shutter bracing directly fastened into aluminum frame and not sealed

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:11am
Creator: John Sculli



Hurricane shutter braces will need to be removed and reset to properly seal window

Project: Neptune Beach City Hall
Date: 12/14/2023, 11:32am
Creator: John Sculli

Additional Items Requested



Plants will be removed and requesting a below grade coating along wall, Planters approximately 130LF x 2ft tall x 4ft wide

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:50pm
Creator: John Sculli



Plants will be removed and requesting a below grade sealant along wall, approximately 130LF x 2ft tall x 4ft wide

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:51pm
Creator: John Sculli



Plants will be removed and requesting a below grade coating along wall, approximately 130LF x 2ft tall x 4ft wide

Project: Neptune Beach City Hall
Date: 12/6/2023, 1:52pm
Creator: John Sculli



Remove and replace up to 50 bolts in stucco with stainless steel bolts for railings

Project: Neptune Beach City Hall
Date: 1/8/2024, 1:21pm
Creator: John Sculli



Remove and replace up to 50 bolts in stucco with stainless steel bolts for railings

Project: Neptune Beach City Hall
Date: 1/8/2024, 1:20pm
Creator: John Sculli



Remove and replace up to 50 bolts in stucco with stainless steel bolts for railings

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:26am
Creator: John Sculli



Remove netting and wire material replace with something that will not allow water to enter and pool

Project: Neptune Beach City Hall
Date: 1/8/2024, 1:20pm
Creator: John Sculli



Remove netting and wire material replace with something that will not allow water to enter and pool

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:02am
Creator: John Sculli



Remove netting and wire material replace with something that will not allow water to enter and pool

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:02am
Creator: John Sculli



Remove and replace up to 50 bolts in stucco with stainless steel bolts for railings

Project: Neptune Beach City Hall
Date: 1/8/2024, 11:26am
Creator: John Sculli

	Earthwise		Tremco / WTI		Krystal Klean		Fields Contracting	
	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity
Preparation	The following procedures will be applied, as necessary, to your specific job under normal conditions. • All floors and fixtures, along with adjacent surfaces will be protected. • Walls will be scuff sanded between primer and 1st coat to ensure a smooth finish. • Sealer will be applied to any stains, bleed through and previously unpainted surfaces. • The work area will be cleaned, and debris will be removed and hauled off site. • Upon completion, paint not used will be labeled, and left behind at the site.		• Pressure wash existing stucco façade, with medium pressure psi. (6,400 SF) • With a small hammer, sound out distressed areas of the stucco façade to reveal areas of unsound material. • Areas of unsound, delaminated or damaged material will be removed and disposed of off-site.	6,400 sf	-Pressure wash surfaces with moderate heat, regulated Pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned. -Please review any specific concerns with your estimator so we arrive prepared to meet your needs. -Technicians work safely to protect customer property and the surrounding environment.	\$637.92 7,088 sf	Pressure wash all stucco and masonry surfaces.	\$2,725.00 5,892 sf
Investigation	No mention		Sound out distressed areas of stucco • With a small hammer, sound out distressed areas of the stucco façade to reveal areas of unsound material.		-Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.		No mention	
Stucco Repair	There are signs of stucco damage on all 4 sides of the building, approximately 950 sq ft. Some of these areas will be larger as we open them up by scraping the area we can currently see. b.Remove all damaged stucco from the building. c.Some areas are showing signs of "Rust Expansion", from the installation of the lathe, and the nails that were used. This presents itself as small round bumps, as the corrosion increases it dislodges the stucco and produces a small divot. d.This price includes all stucco as listed and allows for up 50 sq ft of stucco to be added for blemished or other areas Neptune Beach may want addressed. This additional 50 sq ft is included in this price. This comes out to approximately \$21.89 per sq ft.	All Stucco (950 sq ft) + up to 50 sqft to account for blemishes	Areas that were removed will be replaced with stucco repair mortar and reinforcing, as required, to match adjacent surfaces, both texture and plane (600 SF) - Tremco was on-site and did investigation of affected areas, and estimated 600 sf.	\$14,730.00 600 sf	Hourly Rate for Carpenter and Mason Work \$55/hour NTE 215 hours Removal and Replacing of failed and cracking Stucco in the northeast corner of the building. Approx 600 Sqft of surfaces Small Window Sills that angle toward the window frames. *Any substrate issues will need to be addressed as a change order Materials - Stucco Repair Moisture Barrier Lath Stucco Materials	\$14,986.35 600 sq ft	Remove, dispose, and replace stucco on entire panel to right of First Street building entrance (appr 300 SF). Prior to stucco application, apply Masterseal 581 (formerly Thoroseal) cementitious waterproofer to remediate leak prone wall. In addition to 300 SF from line item #1 above - Repair damaged and deteriorated stucco throughout building. Additional allowance of 300 SF. Combined square footage of stucco from line items 1 and 2 = 600 total	\$20,385.00 600 sf
Plane Change Sealant	a. Earthwise will need to prep and resurface the damaged windowsills. b. Once all the damaged stucco is removed, we will reform the area around the window and include a bevel to slope water away from the Window frame, this will direct water away from the window. *Note: Office personnel mentioned the Eastside Windows leak when it rains. *Note: Windows are NOT being replaced.	\$6,390.00	Included on window perimeter.		Removing and Replacing exterior caulk joints around window perimeters and control joints. -Remove old joint sealants to create minimum of 1/4" depth for sealant. -Where sealants are set back 1/2 inch or more use backer tape. -Install new backer rod and sealant with professional tooling.		Apply BASF NP100 sealant at vertical and horizontal stucco plane changes and stucco to window frame transitions (Does not include stucco reveals at white painted stucco panels).	\$5,850.00
Bird Fence	There are currently four (4) areas of the building which need to be sealed. Two (2) near the front door and two (2) near the back door. Currently they have been closed off with metal racks to prevent birds from nesting in these areas. a. Earthwise will use Stainless Steel Screws to mount ¼" Hot dipped galvanized steel mesh. b. These will be painted over to match the building color.	\$1,200.00	Replace bird netting in 4ea locations above front and rear entry.		Section 3 Hourly Rate: Hourly Rate for Carpenter and Mason Work \$55/hour Remove and replace with bird netting all 4 areas. NTE 10hrs	\$645.00	Remove and replace 4 bird fences with a 16 gauge pvc coated, galvanized fencing with 1" X 1" spacing attached with stainless steel fasteners/hardware.	\$925.00

	Earthwise	Tremco / WTI	Krystal Klean	Fields Contracting
	Earthwise will remove all loose cap stones, clean and reattach them, clean the exterior, and seal it. a. Clean the outside face of wall to prepare for sealing. b. Clean and reattach loose cap stones. c. Clean and reseal joints with mortar. Approximately 49 sq ft. d. Apply block seal to the outside of knee wall. Approximately 596 sq ft.	Miscellaneous point delaminated and/or damaged mortar joints in masonry planter wall (50 SF) • Seal all masonry walls with Tremco Hydrosheal, a clear penetrating, breathable sealer (520 SF) • Check all capstones to ensure they are adhered to base wall. Reset as needed.	Hourly Rate for Carpenter and Mason Work \$55 NTE 42 Hours; This priced for a portion of the area, not every joint needs to be replaced. *Tuckpointing Exterior Landscaping Brick at locations with the following defects: -Holes and missing mortar; -Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick; -Cracks 1/16 inch or more in width and of any depth; -Eroded mortar joints 1/4 inch or more deep; -Joint deterioration to point that mortar can be easily removed by hand, without tools; - Joints filled with FAILED substances other than mortar (old sealants); -Score joints with v-cut to remove failed mortar or adhesives; -Clean surface to remove dust and sealant residue; -Install new Amerimix mortar with color tinted to match as closely to existing as possible; -Customer understands that new mortar will stand out, given age and weathering of existing mortar; -New mortar must cure to PH levels between 8-12 prior to coating or sealing; -Price includes labor and mortar material; Materials - Tuckpointing 3 - 50lb Bags of Mortar	Resecure loose cap stones - 121'. Route and re-tuck block joints Plants and all soil removed by others* . Apply one coat BASF Masterprotect Silane clear masonry sealer. Total square footage of masonry sealer = 606 SF
Masonry Planter Wall	\$5,576.00 596 sf	520sf	\$2,365.56	606 sf
	Masonry sealer will be used to seal the wall prior to painting this helps to seal the walls to prevent water absorbing into the concrete and stucco, acts like a primer for the paint to adhere to. a. All exterior masonry walls will be painted with Masonry sealers.	Seal all masonry walls with Tremco Hydrosheal, a clear penetrating breathable sealer	-Apply 1 top seal coat of Sherwin Williams Conflex. Section 2 Painting Service B: Exterior Line 30: Architectural Coating (Spray/Backroll) @0.64/sqft (Both Intermediate and Top Coat, 2 Coats) Loxon Conflex: 720 x \$0.64 = \$460.80 Materials Landscaping and Column Stone 1 5gal bucket SW Conflex 7% Siloxane Water Repellent Clear	Apply one coat BASF Masterprotect Silane clear masonry sealer
Seal Masonry Walls	\$5,700.00		\$609.85 720 sqft	\$9,090.00
	a.All areas to be painted will be chemically treated with a 12% chlorine mixture; soft/pressure washed, caulked, windows taped, and covered prior to painting. Approximately 6,000 sq ft of walls. b.Areas not to be painted i.e. doors, sidewalk, and windows will be covered with tarps and tape. c.The painting includes Masonry sealant and 2 topcoats of Sherwin-Williams Super Paint. d.Color is to be confirmed by the customer. *This includes a 25-year Paint warranty by the manufacturer Sherwin-Williams.	Apply Tremco Solargard Hy-Build Coating at 2 gallons per 100sf to vertical stucco walls (Required for 15yr. warranty). Solargard Hy-Build is a water-based, acrylic, elastomeric wall coating that provides a durable, flexible, breathable waterproofing coating (5900 SF)	Painting - Exterior Self Cleaning System - Stucco -Scrape loose, flaking, or peeling paint down to a sound edge. -Apply prime coat Sherwin Williams Loxon® Conditioner (to fully alleviate chalking). -Apply Intermediate Coat of Sherwin Williams LOXON® XP - Apply finish coat of Sherwin Williams LOXON® Self-Cleaning Acrylic. Section 2 Painting Service B: Exterior: Line 21: Prime Coat - Exterior (Spray/Backroll) \$0.60/Sqft; Line 30: Architectural Coating (Spray/Backroll) @0.64/sqft (Both Intermediate and Top Coat, 2 Coats)Loxon Conditioner: 7,088 x \$0.60 = \$4,252.80; Loxon XP Intermediate Coat: 7,088 x \$0.64 = \$4,536.32; Loxon Self Cleaning Top Coat: 7,088 x \$0.64 = \$4,536.32 Materials - Exterior Self Cleaning System - Stucco Loxon Self Cleaning: 35 gal x \$22.99 x 3% markup = \$828.79 Loxon XP: 75 gal x \$36.55 x 3% markup = \$2,823.49 Loxon Self Cleaning: 28 gal x \$40.85 x 3% markup = \$1,178.11	Apply one coat of Ben Moore Masonry Sealer as a primer. Apply one coat of Ben Moore Masonry Elastomeric as a base coat at new stucco. Apply one coat of Ben Moore Aura as a top coat.
Painting	\$20,600.00	5900 sf	\$18,155.83	\$15,196.00
	Earthwise will remove and replace the glass seal on exterior of windows. a. Remove old seats from window frames. b. Clean area to remove all residue prior to resealing. c. Replace seal using Luxon 51 Caulking.This is including all widows of the building, 12 Large Windows and 12 Small windows, 24 windows total.	Remove existing shutter receiver header and sill plate. • Remove existing window sealant and backer material between window frame and building façade. • Clean exposed joint and install new backer material, as required • Place new bead of Dymonic 100 sealant and tool with concave joint design (410 LF) LARGE WINDOWS: 12EA AT 5'-4" X 5'-2" SMALL WINDOWS: 12EA AT 1'-4" X 1'-4"	*Removing and Replacing exterior caulk joints around window perimeters and control joints. - Remove old joint sealants to create minimum of 1/4" depth for sealant. -Where sealants are set back 1/2 inch or more use backer tape. -Install new backer rod and sealant with professional tooling. Section 1. Surface Preparation A. Cost by Task Line 9a Remove Caulking 1/4-1/2": \$0.75/LF Line 8b Caulking Acrylic 1/2" or greater: \$1.75/LF Removal: 711 x \$0.75 = \$533.25; Replacing: 711 x \$1.75 = \$1,244.25; This is for all window perimeters (12 small and 12 Large) Materials - Window Perimeters and Control Joints Loxon S1 Caulking 20oz sausages 29 x \$13.00 x 3%markup = \$388.31	Apply BASF NP100 sealant at vertical and horizontal stucco plane changes and stucco to window frame transitions (12 large and 12 small windows)
Window Perimeter	\$4,213.00	410 lf	\$2,165.81 711 lf	

	Earthwise	Tremco / WTI	Krystal Klean	Fields Contracting
Window Glazing	Earthwise will remove and replace the glass seal on exterior of windows. a. Remove old seals from window frames. b. Clean area to remove all residue prior to resealing. c. Replace seal using Luxon 51 Caulking. This is including all widows of the building, 12 Large Windows and 12 Small windows, 24 windows total.	Remove and replace window wet glazing...Install bead of Spectrum Silicone Sealant, between glass and frame LARGE WINDOWS: 12EA AT 5'-4" X 5'-2" SMALL WINDOWS: 12EA AT 1'-4" X 1'-4"	*Removing and Replacing exterior caulk joints around window glazing. -This is for all of the window glazing. -Remove old joint sealants to create minimum of 1/4" depth for sealant. -Where sealants are set back 1/2 inch or more use backer tape. -Install new backer rod and sealant with professional tooling. Section 1. Surface Preparation A. Cost by Task Line 10b Caulking Urethane 1/2" of greater: \$2.25/linear foot Replacing: 852 x \$2.25 = \$1,917.00 This is for all of the window glazing (12 small and 12 Large) Materials - Window Glazing Dow 795 Caulking 20oz sausages 64 x \$11.46 x 3% markup = \$755.44	Glazing Sealants: Remove existing gasketing. Install backer rod and apply black DOW 795 sealant at glass to window frame and window frame "butt" joints to windows (12 large and 12 small windows).
Cove Sealant Joint	Earthwise will remove and replace the joint compound and Backer rod to prevent water from entering the space and undermining the area. a. Remove current caulk and backer rod. b. Clean area and prepare for new backer rod and Joint Expansion Compound.	Remove existing shutter receiver header and sill plate. • Remove existing window sealant and backer material between window frame and building façade. • Clean exposed joint and install new backer material, as required • Place new bead of Dymonic 100 sealant and tool with concave joint design (410 LF) • Remove cove sealant joint at sidewalk to vertical wall intersection • Place new bead of Dymonic 100 sealant and tool with concave joint design (80 LF)	This is for all window perimeters (12 small and 12 Large) and existing control joints and the base control joints along the ADA and rear entry. *Removing and Replacing exterior caulk joints around window perimeters and control joints. -Remove old joint sealants to create minimum of 1/4" depth for sealant. -Where sealants are set back 1/2 inch or more use backer tape. -Install new backer rod and sealant with professional tooling. Total est LF window perimeters: 630 feet ADA ramp entrance and rear entry base control joint: 81 feet; Total: 711 feet Section 1. Surface Preparation A. Cost	Apply BASF NP100 sealant at vertical and horizontal stucco plane changes and stucco to 24 window frame transitions (12 large and 12 small windows) and wall to sidewalk/concrete transitions including ADA ramp (~80' ramp control joints). 746 Total feet sealants
Remove and replace bolts for ADA and stairway handrails	Earthwise will remove signage and handrails for Painting the building. a. Remove signage from building for painting then clean and reattach using adhesive. b. Remove handrail from building for painting then reattach with stainless steel hardware 50 quantity	Remove and replace 50ea handrail fasteners.	Section 3 Hourly Rate: Hourly Ratee for Carpenter and Mason Work \$55/hour NTE 60 hours. (Added 40 man hours for worst case scenario of all bolts are epoxied in or break off - includes surface stucco repair, and redrilling new holes.) Remove Rusted Bolts on ADA and Stairway Handrails attached to building. (quantity 50). Replace with Stainless Steel Bolts in same areas. Assuming bolts are not epoxied in. Assuming bolts are not rusted through and able to be fully removed. Materials - Stainless Steel Fasteners ADA and Stair hand rails Stainless Steel Bolts. Epoxy Stucco repair at areas where bolts broke off or are epoxied in.	Remove 50 bolts from ADA ramp handrail and replace with stainless steel hardware (ie bolts and washers). Apply sealant into existing holes prior to new fastener installation.
Rentals	N/A	Rent aerial lift, articulating boom	Scissor lift rental 32' Scissor Lift ELEC * Rental: Day: \$300, Week: \$655, Month: \$1,025 * Transportation: \$300 delivery, \$300 pickup, \$600 total * Line item Total includes rental term (Day, Week, or Month) + Transportation * Weight: 4,975 lbs	None
Sub-out	All work completed inhouse	None	All waterproofing work is done in-house unless the schedule/timeline dictates a need for the use of a sub. Stucco repair is done by a sub.	Yes, will sub out

	Earthwise Earthwise warranties all labor and material for 2 years. Should paint failure appear, we will supply labor and the materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition, as indicated above. • This warranty excludes, and in no event will Earthwise LLC, or its subsidiaries be responsible for consequential or incidental damage caused by accident, abuse, temperature changes, settlement, flooding, storms, lightning strikes, or any other force majeure, will not be covered under this warranty.	Tremco / WTI 15 year labor and material warranty on the coating and Window Glazing, 5 year labor and material warranty on window perimeter sealant and cove joint sealant, a 2 year labor warranty on the stucco and tuckpointing repairs	Krystal Klean Krystal Klean has a 1 year Warranty on Labor. Sherwin Williams Warranty Process: 1.) Spec/Submittal for all surfaces is supplied by SW 2.) Inspections and Mit test are done by SW throughout the project 3.) Custodial report and certificate is supplied by SW at completion of project. Coastal Warranty Process 1.) Spec/Submittal for all applicable waterproof areas is supplied by Coastal Rep 2.) Inspections and Pull tests performed periodically by Coastal Rep 3.) Custodial report and certificate is supplied by Coastal at completion of project.	Fields Contracting Material Warranty - Materials will carry the warranty expressed by the manufacturers Labor Warranty - Fields General Contracting, Inc will warrant our work for a period of 5 years. Paint Warranty - Benjamin Moore will warranty its paint products for 7 years.
Warranty				
Dollar check	\$69,250.00	No dollars broken out on quote	\$94,676.21	\$47,788.76
				\$69,396.00



February 1, 2024
Neptune Beach City Hall
116 First St
Neptune Beach, FL 32266

Job description:

1. **Stucco repair.**

There are several Cracks in the stucco that need to be addressed.

- a. There are signs of stucco damage on all 4 sides of the building, approximately 950 sq ft. Some of these areas will be larger as we open them up by scraping the area we can currently see.
- b. Remove all damaged stucco from the building.
- c. Some areas are showing signs of "Rust Expansion", from the installation of the lathe, and the nails that were used. This presents itself as small round bumps, as the corrosion increases it dislodges the stucco and produces a small divot.
- d. This price includes all stucco as listed and allows for up 50 sq ft of stucco to be added for blemished or other areas Neptune Beach may want addressed. This additional 50 sq ft is included in this price. This comes out to approximately **\$21.89 per sq ft.**

Price \$20,800.00 Stucco Work

2 **Bird Proofing**

There are currently four (4) areas of the building which need to be sealed. Two (2) near the front door and two (2) near the back door. Currently they have been closed off with metal racks to prevent birds from nesting in these areas.

- a. Earthwise will use Stainless Steel Screws to mount ¼" Hot dipped galvanized steel mesh.
- b. These will be painted over to match the building color.

Price \$1,200.00 Bird Proofing



3 Exterior Window Sealing

When I inspected the windows that were leaking, it appeared that the bevel on three (3) of the windows sloped toward the building. To properly repair the windowsill and prevent further leaks.

- a. Earthwise will need to prep and resurface the damaged windowsills.
- b. Once all the damaged stucco is removed, we will reform the area around the window and include a bevel to slope water away from the Window frame, this will direct water away from the window.
- c. This is including all widows of the building, 12 Large Windows and 12 Small windows, 24 windows total.

***Note: Office personnel mentioned the Eastside Windows leak when it rains.**

***Note: Windows are NOT being replaced.**

Price \$6,390.00

4 Exterior Window seal replacement

Earthwise will remove and replace the glass seal on exterior of windows.

- a. Remove old seals from window frames.
- b. Clean area to remove all residue prior to resealing.
- c. Replace seal using Luxon 51 Caulking,
- d. This is including all widows of the building, 12 Large Windows and 12 Small windows, 24 windows total.

Price \$4,213.00

5 Exterior Knee Wall Planter Box

Earthwise will remove all loose cap stones, clean and reattach them, clean the exterior, and seal it.

- a. Clean the outside face of wall to prepare for sealing.
- b. Clean and reattach loose cap stones.
- c. Clean and reseal joints with mortar. Approximately 49 sq ft.
- d. Apply block seal to the outside of knee wall. Approximately 596 sq ft.

Price \$5,576.00



6 Replace rusting screws on the ADA Ramp Handrail

Earthwise will remove signage and handrails for Painting the building.

- a. Remove signage from building for painting then then clean and reattach using adhesive.
- b. Remove handrail from building for painting then reattach with stainless steel hardware.

Price \$1,671.00

7 ADA Ramp Expansion Joint Compound Replacement

Earthwise will remove and replace the Joint compound and Backer rod to prevent water from entering the space and undermining the area.

- a. Remove current caulk and backer rod.
- b. Clean area and prepare for new backer rod and Joint Expansion Compound.

Price \$3,100.00

8 Masonry Sealer

Masonry sealer will be used to seal the wall prior to painting this helps to seal the walls to prevent water absorbing into the concrete and stucco, acts like a primer for the paint to adhere to.

- a. All exterior walls will be painted with Masonry sealers.

Price \$5,700.00

9 Exterior Building Painting

- a. All areas to be painted will be chemically treated with a 12% chlorine mixture; soft/pressure washed, caulked, windows taped, and covered prior to painting. Approximately 6,000 sq ft of walls.
- b. Areas not to be painted i.e. doors, sidewalk, and windows will be covered with tarps and tape.
- c. The painting includes Masonry sealant and 2 topcoats of Sherwin-Williams Super Paint.
- d. Color is to be confirmed by the customer.

****This includes a 25-year Paint warranty by the manufacturer Sherwin-Williams.***

Price \$20,600.00 for painting



Total Price of Project

\$69,250.00

Safety:

- OSHA standard and guidelines will be followed including having MSDS sheets available on site.
- Only competent qualified staff will use access equipment, as per OSHA regulations.
- Job sites will receive daily safety audits to ensure safety standards are met.

Exterior Preparation

The following procedures will be applied, as necessary, to your specific job under normal conditions.

- All floors and fixtures, along with adjacent surfaces will be protected.
- Walls will be scuff sanded between primer and 1st coat to ensure a smooth finish.
- Sealer will be applied to any stains, bleed through and previously unpainted surfaces.
- The work area will be cleaned, and debris will be removed and hauled off site.
- Upon completion, paint not used will be labeled, and left behind at the site.

Insurance

Earthwise will provide COI upon requested.

Limited Warranty

- Earthwise warranties all labor and material for 2 years.

Warranty Terms

- Should paint failure appear, we will supply labor and the materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition, as indicated above.
- This warranty excludes, and in no event will Earthwise LLC, or its subsidiaries be responsible for consequential or incidental damage caused by accident, abuse, temperature changes, settlement, flooding, storms, lightning strikes, or any other force majeure, will not be covered under this warranty.



Work Standard

- All work is to be completed in a workmanship-like manner according to standard practices.
- Worker/s will remain on the jobsite until completion of the project.
- The work site shall be cleaned daily, and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Earthwise will produce a *"properly painted surface"*. A *"properly painted surface"* is one that is uniform in color sheen, free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface free of drips, splatters, all spills, or over-spray which contractors.

Customer Responsibility - PLEASE take note of Job Description

- Colors **MUST** be chosen one (1) week prior to the start date. An additional cost will be charged for color changes made after the commencement of work.

Change Orders

- This is only a proposal, and your acceptance is subject to your approval to make this contract binding.
- If after you agree to this proposal for work, you desire any changes or additional work, PLEASE contact us, as the cost of any revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- You will be notified of all carpentry or repairs before any work is performed.
- It is **essential** that the work area be available to us, **free from any other trades or work being performed**.

Colors – *The following could result in additional charges.*

- Multiple wall color per room/accent walls.
- Multiple trim and/or door colors.
- More than (4) colors per total project.
- If, after paint is applied, you are not satisfied with the colors you have chosen, re-painting these areas will result in additional charges.
- Vibrant colors may require the application of additional coats to ensure proper coverage, which will result in additional charges, if needed.



Cost

- We propose to furnish materials, equipment, and labor to complete in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, may require additional pricing.
- This proposal is valid for **30 days**, unless otherwise notated.

Payment

- 1/3 down payment is required with a signed contractual agreement.
- Progress payment will be requested on projects over \$25,000.00.
- Accounts not paid within the terms are subject to an 18% monthly finance charge.
- Acceptable forms of payment are CASH, Check, or Money Order.

Signature: _____
Earthwise, LLC

Date: _____

Acceptance of Proposal

- Please indicate your acceptance of this proposal by signing both copies and returning one copy.
- **WE require a signed copy to secure a start date.**
- **By signing this proposal/contract, I acknowledge that I have read and understand the terms of this proposal.**

Name: _____
Please print – Representative Name & Title

Date: _____

Signature: _____

Date: _____



Lic. # CGC1531029

Project:	Neptune Beach City Hall - 116 First Street, Neptune Beach FL 32266
Contact:	City of Neptune Beach - Shaneyfelt, Ryan
Date:	1/17/24

Scope Of Work: Exterior Restoration

1) Stucco: Remove, dispose, and replace stucco on entire panel to right of First Street building entrance (appr 300 SF). Prior to stucco application, apply Masterseal 581 (formerly Thoroseal) cementitious waterproofer to remediate leak prone wall. \$7,185.00

2) Miscellaneous Stucco Repair: In addition to 300 SF from line item #1 above - Repair damaged and deteriorated stucco throughout building. Additional allowance of 300 SF. Combined square footage of stucco from line items 1 and 2 = 600 total \$13,200.00

3) Ferrous Fasteners: Remove 50 bolts from ADA ramp handrail and replace with stainless steel hardware (ie bolts and washers). In addition, replace rusted signs/placard hardware and hurricane track hardware with stainless steel fasteners. Apply sealant into existing holes prior to new fastener installation. \$2,075.00

4) Bird Fence: Remove and replace 4 bird fences with a 16 gauge pvc coated, galvanized fencing with 1" X 1" spacing attached with stainless steel fasteners/hardware. \$925.00

5) Plane Change Sealants: Apply BASF NP100 sealant at vertical and horizontal stucco plane changes and stucco to 24 window frame transitions (12 large and 12 small windows) and wall to sidewalk/concrete transitions including ADA ramp (~80' ramp control joints). 746 Total feet sealants \$5,850.00

6) Glazing Sealants: Remove existing gasketing. Install backer rod and apply black DOW 795 sealant at glass to window frame and window frame "butt" joints to 24 windows (12 large and 12 small windows). Total linear feet of window glazing sealants = 352'. \$6,250.00



Continued on Page 2

7) Prep: Pressure wash all 4 elevations of building - 5,892 SF. Cover and protect adjacent surfaces (ie tape, plastic, tarps). Temporarily displace appurtenances as necessary to perform work. Clean up site.	\$2,725.00
8) Knee Wall: Resecure loose cap stones - 121'. Route and re-tuck 355'	\$6,900.00
9) Masonry Knee Wall Sealing: *Plants and all soil removed by others*. Apply one coat BASF Masterprotect Silane clear masonry sealer. Total square footage of masonry sealer = 606 SF	\$9,090.00
10) Paint: Apply one coat of Ben Moore Masonry Sealer as a primer. Apply one coat of Ben Moore Masonry Elastomeric as a base coat at new stucco. Apply one coat of Ben Moore Aura as a top coat. SF of all 4 elevations - 5,892	\$15,196.00

Total Job Cost:	\$69,396.00
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- *East and West entry way glass to frame glazing is not included in item 6 glazing sealants.
- *Knee Wall Work - All landscaping and soil to be removed by others.
- *No work to be performed on existing light fixtures and cameras. Removal and replacement by others.
- *Roofing and it's components i.e. coping are not included in this work. Leaks affecting wall components that originate from roof components are not warrantable.

- **Material Warranty - Materials will carry the warranty expressed by the manufacturers.
- ***Labor Warranty - Fields General Contracting, Inc will warrant our work for a period of 5 years.
- ****Paint Warranty - Benjamin Moore will warranty its paint products for 7 years.
- *****All work performed by FGC employees.



Jeffrey Fields - President/Date

Owner - Owner's Rep/Date



PO Box 51289
Jacksonville Beach FL 32240
(877) 875-5326, (904) 220-3331
Info@krystalklean.com

Estimate 1027735675

DATE	02/09/2024
PO #	
Provided By	Jason Krynock jkrynock@krystalklean.com

CUSTOMER
City of Neptune Beach Ryan Shaneyfelt 116 First Street Neptune Beach , FL, 32266 (904) 749-0069 rshaneyfelt@nbfl.us

SERVICE LOCATION
City of Neptune Beach City Hall 116 First Street Neptune Beach , FL, 32266 (904) 749-0069 rshaneyfelt@nbfl.us

DESCRIPTION	Restore Exterior of City Hall St Johns Co. Master Contract #: 20-MCC-KRY-12220
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Estimate

Estimate

Description	Qty	Rate	Total
Scope of Work All pricing according to the St Johns Co. Master Contract #: 20-MCC-KRY-12220 Exterior Surface of City Hall: Cleaning Prep Stucco Repair on Northeast corner of building. Caulking around window perimeters (frame to stucco) and glazing (glass to frame) Caulking Control Joints and Non-Stucco Repair areas. Control Joint at Base of Building at entries and ADA ramp is included. Tuckpointing Landscaping Bricks along West, South and East Sides of Building Sealing Landscaping Bricks Top and Face and Lower Column Stones Painting 3 step process: 1. Priming Painted Surface of Building 2. Intermediate Waterproofing Coating 3. Top Coat Removing rusted Bolts at ADA Guardrail and Replacing with new Stainless Steel bolts. Krystal Klean has a 1 year Warranty on Labor. Sherwin Williams Warranty Process: 1.) Spec/Submittal for all surfaces is supplied by SW 2.) Inspections and Mil test are done by SW throughout the project	1.00	\$0.00	\$0.00

3.) Custodial report and certificate is supplied by SW at completion of project.

Coastal Warranty Process

- 1.) Spec/Submittal for all applicable waterproof areas is supplied by Coastal Rep
- 2.) Inspections and Pull tests performed periodically by Coastal Rep
- 3.) Custodial report and certificate is supplied by Coastal at completion of project.

This has not been done, but I could have our representatives do this if requested.

All waterproofing work is done in-house unless the schedule/timeline dictates a need for the use of a sub.

Stucco repair is done by a sub.

- Safety of building occupants and Krystal Klean employees is our top priority.
- Access to surfaces may be from aerial boom or scissor lifts. Krystal Klean Technicians possess Certified Lift Operator training. Customer understands inherent risk of driving heavy equipment over old concrete surfaces. To mitigate risk of damage, heavy duty crane mats are used underneath lift tires when driving over sidewalks or landscaping.
- Work requiring aerial or scissor lift usage is typically scheduled first.
- Technicians will wear and inspect required PPE daily. Copies of Daily Safety Talks and Equipment Inspections can be submitted to Customer upon request.
- Cones and caution tape used to section off working areas and prevent foot traffic underneath equipment.
- Krystal Klean will daily record areas which are completed and connect with Building Manager to inspect and sign-off on satisfactory completion.
- Krystal Klean is fully insured and carries workers compensation on every employee!

Painting & Waterproofing Project Notes

1.00

\$0.00

\$0.00

- Paint and caulk will be supplied by Sherwin Williams and Coastal.
- Colors will be selected and confirmed by customer prior to project execution.
- Technicians will apply paint products with strict adherence to Manufacturers Recommended Application Procedures
- Krystal Klean will supply tools, materials, and equipment necessary for the completion of the project.
- Safety of building occupants and Krystal Klean employees is our top priority. Any work done off a lift or ladders will take place in a barricaded work areas. Krystal Klean uses signs, cones and caution tape used to section off working areas and prevent foot traffic underneath equipment. Krystal Klean technicians possess Certified Lift Operator training. Technicians will wear and inspect required PPE daily. Copies of Daily Safety Talks and Equipment Inspections can be submitted to Customer upon request.
- Closure of any driving lanes or entrances will be coordinated with Site Management in conjunction with Project Schedule
- Krystal Klean will protect areas in proximity to working areas where paint or other coating products are not desired, protecting non-painted surfaces from spillage, spray, dripping, etc. Spraying will not occur in windy conditions, to mitigate liability of paint on vehicles.
- Krystal Klean technicians will apply sealants and caulking with strict adherence to Manufacturers Recommended Application Procedures, following directions for surface preparation, installation, and cure time.
- Krystal Klean employees are fully insured at all times. Certificate of Insurance will be submitted to customer upon request.
- Krystal Klean will suspend operations immediately for the purpose of safety to customers, guests, or employees or if a negative impact on business operation is discovered.
- Material and/or equipment storage site plan will be reviewed and approved by Facilities Management prior to mobilization. Customer will not be held responsible for the security of temporary storage sites.
- Project is priced for a single mobilization, and schedule will be submitted for

approval prior to mobilization.

-Site business operations are not to be impacted, therefore any work which requires closure of the employee or visitor entrances will take place after business hours (at no further cost to customer).

*Any other envelope issues discovered during restoration will be recorded and communicated to owner.

*Any work beyond Scope in this proposal must be approved with change order by owner or owner's representative.

Commercial Pressure Washing - Exterior of City Hall Prep for Paint

7088.00

\$0.09

\$637.92

Section 1. Surface Preparation

A. Cost by Task

Line 4 Chemical Cleaning \$0.09/sqft

7,088 sqft

-Pressure wash surfaces with moderate heat, regulated pressure, and a balanced anti-microbial solution to remove organic build-up. Some stains may not be fully removable from surfaces being cleaned.

-Please review any specific concerns with your estimator so we arrive prepared to meet your needs.

-Technicians work safely to protect customer property and the surrounding environment.

-Technicians will inspect surfaces to identify potential water intrusion points and give recommendations for waterproofing, painting, or sealing. Cleaning methods may be adjusted depending on surface conditions.

Stucco Repair - Northeast Section of City Hall

215.00

\$55.00

\$11,825.00

Section 3 Hourly Rate:

Hourly Rate for Carpenter and Mason Work

\$55/hour

NTE 215 hours

Removal and Replacing of failed and cracking Stucco in the northeast corner of the building.

Approx 600 Sqft of surfaces

Small Window Sills that angle toward the window frames.

*Any substrate issues will need to be addressed as a change order.

Materials - Stucco Repair

1.00

\$3,161.35

\$3,161.35

Moisture Barrier

Lath

Stucco Materials

Painting - Exterior Self Cleaning System - Stucco

1.00

\$13,325.44

\$13,325.44

-Scrape loose, flaking, or peeling paint down to a sound edge.

-Apply prime coat Sherwin Williams Loxon® Conditioner (to fully alleviate chalking).

-Apply Intermediate Coat of Sherwin Williams LOXON® XP

-Apply finish coat of Sherwin Williams LOXON® Self-Cleaning Acrylic.

Section 2 Painting Service

B: Exterior

Line 21: Prime Coat - Exterior (Spray/Backroll) \$0.60/Sqft

Line 30: Architectural Coating (Spray/Backroll) @0.64/sqft (Both Intermediate and Top Coat, 2 Coats)

Loxon Conditioner: 7,088 x \$0.60 = \$4,252.80
 Loxon XP Intermediate Coat: 7,088 x \$0.64 = \$4,536.32
 Loxon Self Cleaning Top Coat: 7,088 x \$0.64 = \$4,536.32

Materials - Exterior Self Cleaning System - Stucco	1.00	\$4,830.39	\$4,830.39
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Loxon Self Cleaning: 35 gal x \$22.99 x 3% markup = \$828.79
 Loxon XP: 75 gal x \$36.55 x 3% markup = \$2,823.49
 Loxon Self Cleaning: 28 gal x \$40.85 x 3% markup = \$1,178.11

Metal Bird Repellant Repair	10.00	\$55.00	\$550.00
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Section 3 Hourly Rate:
 Hourly Rate for Carpenter and Mason Work
 \$55/hour

Remove and replace with bird netting all 4 areas.
 NTE 10hrs

Materials - Metal Bird Repellant	1.00	\$95.00	\$95.00
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Fasteners
 Bird Netting

Masonry Tuckpointing - Landscaping Block Half Walls	42.00	\$55.00	\$2,310.00
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Section 3 Hourly Rate:
 Hourly Rate for Carpenter and Mason Work
 \$55/hour

NTE 42 Hours

This priced for a portion of the area, not every joint needs to be replaced.

*Tuckpointing Exterior Landscaping Brick at locations with the following defects:

- Holes and missing mortar.
- Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.
- Cracks 1/16 inch or more in width and of any depth.
- Eroded mortar joints 1/4 inch or more deep.
- Joint deterioration to point that mortar can be easily removed by hand, without tools.
- Joints filled with FAILED substances other than mortar (old sealants)
- Score joints with v-cut to remove failed mortar or adhesives.
- Clean surface to remove dust and sealant residue.
- Install new Amerimix mortar with color tinted to match as closely to existing as possible.
- Customer understands that new mortar will stand out, given age and weathering of existing mortar.
- New mortar must cure to PH levels between 8-12 prior to coating or sealing.
- Price Includes labor and mortar material.

Materials - Tuckpointing	1.00	\$55.56	\$55.56
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3 - 50lb Bags of Mortar

Waterproofing - Sealing Landscaping Stone and Column Stone	1.00	\$460.80	\$460.80
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-Apply 1 top seal coat of Sherwin Williams Conflex.

Section 2 Painting Service
 B: Exterior

Line 30: Architectural Coating (Spray/Backroll) @0.64/sqft 1 coat

Loxon Conflex: 720 x \$0.64 = \$460.80

Materials Landscaping and Column Stone	1.00	\$149.05	\$149.05
1 5gal bucket SW Conflex 7% Siloxane Water Repellent Clear			

Waterproofing - Window Perimeters and Control Joints	1.00	\$1,777.50	\$1,777.50
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This is for all window perimeters (12 small and 12 Large) and existing control joints and the base control joints along the ADA and rear entry.

*Removing and Replacing exterior caulk joints around window perimeters and control joints.

-Remove old joint sealants to create minimum of 1/4" depth for sealant.

-Where sealants are set back 1/2 inch or more use backer tape.

-Install new backer rod and sealant with professional tooling.

Total estimated lineal feet window perimeters: 630 feet

ADA ramp entrance and rear entry base control joint: 81 feet

Total: 711 feet

Section 1. Surface Preparation

A. Cost by Task

Line 9a Remove Caulking 1/4-1/2": \$0.75/linear foot

Line 8b Caulking Acrylic 1/2" or greater: \$1.75/linear foot

Removal: 711 x \$0.75 = \$533.25

Replacing: 711 x \$1.75 = \$1,244.25

Materials - Window Perimeters and Control Joints	1.00	\$388.31	\$388.31
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Loxon S1 Caulking 20oz sausages

29 x \$13.00 x 3%markup = \$388.31

Waterproofing - Window Glazing	1.00	\$1,917.00	\$1,917.00
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This is for all of the window glazing.

*Removing and Replacing exterior caulk joints around window glazing

-Remove old joint sealants to create minimum of 1/4" depth for sealant.

-Where sealants are set back 1/2 inch or more use backer tape.

-Install new backer rod and sealant with professional tooling.

Total estimated lineal feet: 852 feet

Section 1. Surface Preparation

A. Cost by Task

Line 10b Caulking Urethane 1/2" or greater: \$2.25/linear foot

Replacing: 852 x \$2.25 = \$1,917.00

Materials - Window Glazing	1.00	\$755.44	\$755.44
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Dow 795 Caulking 20oz sausages

64 x \$11.46 x 3%markup = \$755.44

Removing and Reinstalling Stainless Steel Bolts for ADA	60.00	\$55.00	\$3,300.00
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Section 3 Hourly Rate:

Hourly Rate for Carpenter and Mason Work

\$55/hour

NTE 60 hours. (Added 40 man hours for worst case scenario of all bolts are epoxied in or break off - includes surface stucco repair, and redrilling new holes.)

Remove Rusted Bolts on ADA and Stairway Handrails attached to building. (quantity 50)

Replace with Stainless Steel Bolts in same areas.

Assuming bolts are not epoxied in.

Assuming bolts are not rusted through and able to be fully removed.

Materials - Stainless Steel Fasteners

1.00 \$995.00 \$995.00

ADA and Stair hand rails Stainless Steel Bolts.

Epoxy

Stucco repair at areas where bolts broke off or are epoxied in.

32' Scissor Lift ELEC

1.00 \$1,255.00 \$1,255.00

* Rental: Day: \$300, Week: \$655, Month: \$1,025

* Transportation: \$300 delivery, \$300 pickup, \$600 total

* Line item Total includes rental term (Day, Week, or Month) + Transportation

* Weight: 4,975 lbs

Estimate Total: \$47,788.76

CUSTOMER MESSAGE

Thank you for the opportunity to serve you!

We uphold the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, we cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.

Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

Photos and/or videography may be taken and used for warranty, educational, and advertising purposes. By signing this estimate, you agree to allow us to use the content taken for the above intent. Krystal Klean will not take photos or videos if you request us not to, in writing, when you execute this estimate.

Estimate Accepted By:

Accepted Date:

High Performance Roofing, Building Envelopes and Construction Services
Façade Restoration Proposal



**Long
Live
Your
Buildings**

**CITY OF NEPTUNE BEACH CITY HALL
NEPTUNE BEACH, FL**

**Proposal #: 5060129
FL License CGC: 1522684**

3735 GREEN ROAD BEACHWOOD, OHIO 44122 | 888.657.7752 | TREMCOROOING.COM | WTI IS AN AFFILIATE OF TREMCO CPG INCORPORATED

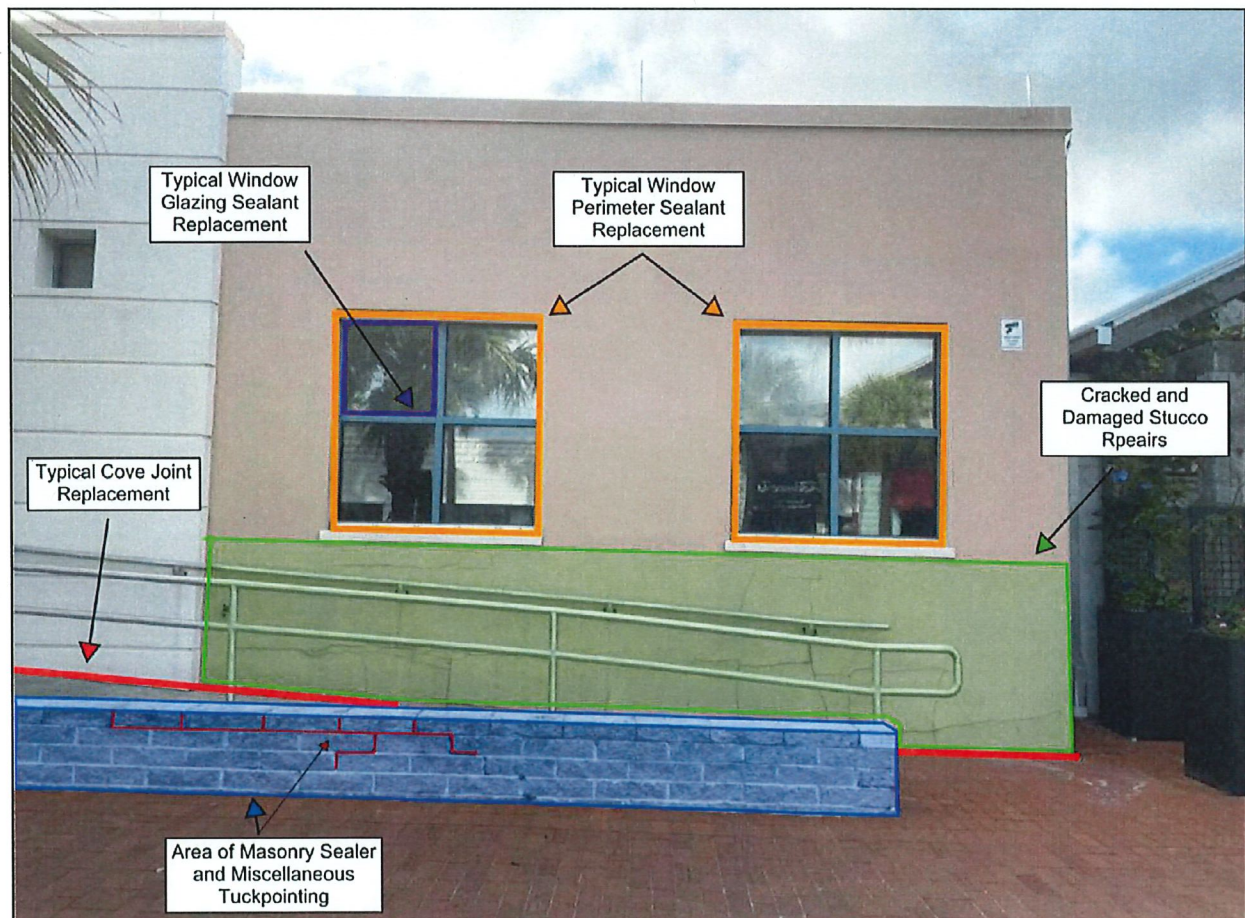
February 8, 2024

City of Neptune Beach City Hall
116 First St
Neptune Beach, FL

RE: City of Neptune Beach City Hall
Façade Restoration

At your request, Weatherproofing Technologies Inc. has performed a due diligence condition assessment of the City of Neptune Beach City Hall Building. The purpose of the assessment was to evaluate existing conditions deterioration/damage conditions and to recommend repair and preventive maintenance measures to extend the service life of the area of concern.

SCOPE OF WORK



GENERAL CONDITIONS

Mobilization – Demobilization temporary protection including set up and maintaining all necessary temporary partitions and barricades around work area:

- Install perimeter netting and/or fencing to meet OSHA safety requirements.
- Protection of adjacent building walls and facilities required by State laws and City Ordinances.
- Mobilization, site preparation, and demobilization of equipment.
- Site cleaning and restoration to original condition required for completion of the work.

CLEANING AND PREPAIRING FAÇADE

- Pressure wash existing stucco façade, with medium pressure psi. (6,400 SF)
- With a small hammer, sound out distressed areas of the stucco façade to reveal areas of unsound material.
- Areas of unsound, delaminated or damaged material will be removed and disposed of off-site.

STUCCO REPAIR AND COATINGS

- Areas that were removed will be replaced with stucco repair mortar and reinforcing, as required, to match adjacent surfaces, both texture and plane (600 SF)
- Apply Tremco Solargard Hy-Build Coating at 2 gallons per 100sf to vertical stucco walls (Required for 15yr. warranty). Solargard Hy-Build is a water-based, acrylic, elastomeric wall coating that provides a durable, flexible, breathable waterproofing coating (5900 SF)

MASONRY REPAIRS AND PENETRATING SEALER

- Miscellaneous point delaminated and/or damaged mortar joints in masonry planter wall (50 SF)
- Seal all masonry walls with Tremco Hydroshed, a clear penetrating, breathable sealer (520 SF)
- Check all capstones to ensure they are adhered to base wall. Reset as needed.

WINDOW PERIMETERS, GLAZING, AND COVE SEALANT REPLACEMENT - WINDOWS INCLUDED:

LARGE WINDOWS: 12EA AT 5'-4" X 5'-2"

SMALL WINDOWS: 12EA AT 1'-4" X 1'-4"

- Remove existing shutter receiver header and sill plate.
- Remove existing window sealant and backer material between window frame and building façade.
- Clean exposed joint and install new backer material, as required
- Place new bead of Dymonic 100 sealant and tool with concave joint design (410 LF)
- Remove cove sealant joint at sidewalk to vertical wall intersection
- Place new bead of Dymonic 100 sealant and tool with concave joint design (80 LF)

- Remove or trim existing joint at glass to frame, flush to mullions.
- Clean surfaces with a solvent wipe
- Install bead of Spectrum Silicone Sealant, between glass and frame (928 LF)
- Replace shutter receiver header and sill plate.

MISCELLANEOUS REPAIRS

- Remove and replace 50ea handrail fasteners.
- Replace bird netting in 4ea locations above front and rear entry.

TOTAL COST OF OUTLINED SCOPE ABOVE: \$94,676.21

The preceding recommended repair program and budget estimate assumes the following:

1. Work shall be performed during normal working hours on weekdays.
2. Work will be performed at one time, under one contract.
3. Work cannot be completed during inclement weather.
4. We have included one mobilization for the project. Additional mobilizations will result in additional charges.
5. Barricades and signs along with traffic and pedestrian control protection will be provided as needed.
6. Use of building electric power and water assumed during project duration.
7. City Permits are excluded with the proposal.
8. Proposal supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.
9. Removal of reverted or hardened caulking is excluded, as this would be considered an unforeseen condition.
10. Sales tax and prevailing wages have been excluded.

Very Truly Yours,

WEATHERPROOFING TECHNOLOGIES, INC.



Coy Doty III – Construction Manager

CC: Jason Moore
Joe Gnatt
Ryan McDonald

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work, as outlined, including construction management, profit, and overhead. **For the proposed scope of work, we estimate 30 working days for completion.**

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTL.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Any Performance and Payment Bonds issued for associated repair work are limited to performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement. Please confirm your acceptance by return e-mail to the representative identified below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work.



Effective Date: 10/01/2021

CONFIDENTIAL

Name	CITY OF NEPTUNE BEACH
Description	CITY HALL FAÇADE REPAIRS
Quote #	5060129
Date	1/5/2024

This price is valid for 60 days. After that time, project conditions are subject to reassessment.



**MATERIAL AND LABOR
FAÇADE RESTORATION SYSTEM
WARRANTY**

WARRANTY PERIOD: ___ Years
WARRANTY NUMBER:
OWNER:
ADDRESS:
BUILDING:
ADDRESS:
WALL AREA:
DATE OF PROJECT
SUBSTANTIAL COMPLETION:
MATERIAL PRICE:
FAÇADE RESTORATION SYSTEM:
INSTALLATION CONTRACTOR:
ADDRESS:

Subject to the terms, conditions, exclusions, and limitations stated herein, the Tremco Façade Restoration System ("TFRS"), as defined below, will remain free from leaks caused by defects in the manufacture of the Tremco materials ("Leaks") for the specified warranty period from the Date of Project Substantial Completion ("term"). If Leaks, defined as water that passes through the products, occur in any area of the TFRS during the Term, Tremco will supply labor and materials to repair or replace the portion of the TFRS that does not perform as warranted hereunder. Tremco will determine in its sole discretion the appropriate scope and method of repair or replacement to remedy any condition covered by this Warranty.

"Building Façade" is defined as the portion of any exterior elevation of a building extending from grade to the top of the parapet, wall or eaves and encompassing the entire width of the building in between. The Tremco Façade Restoration System is defined as the system components and accessory materials manufactured and/or supplied by Tremco for the Building Façade restoration.

A. OWNER'S RESPONSIBILITIES

The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the TFRS and the building, except as expressly stated in this Warranty. Tremco does not assume possession or control of any part of the TFRS by operation of this Warranty. Control and ownership of the TFRS and all parts of the building remain solely with the Owner.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the TFRS in accordance with generally accepted Building Façade use and maintenance guidelines. The TFRS should be inspected regularly for any signs of abnormalities, including but not limited to vandalism, severe environmental exposure, dirt accumulation, algae or mold growth, physical damage, structural cracks or any other conditions that may affect the performance of the TFRS. Any such abnormalities should immediately be reported (and in no event more than thirty (30) days after any such abnormalities are or should have been discovered) to Tremco for recommendations on remediation so as to not impact the terms of this warranty.



Quality
Assurance
Program

B. FILING A CLAIM

The Owner shall report all leaks which occur in the TFRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco CPG Inc. at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after any leaks are or should have been discovered. In no event is Tremco responsible for any repairs to any part of the building other than the TFRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the warranty coverage, Tremco shall advise the Owner, and the Owner shall have the necessary repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the TFRS and all areas of the building on which the TFRS is located.

If, following notification by the Owner, the Company performs any services or supplies any materials as a mitigation or remediation measure in connection with any unwarranted loss, Tremco shall be entitled to compensation for such services or materials.

The Owner agrees to provide Tremco, at Owner's cost, with unrestricted ready access to the TFRS for inspection and covered repairs or replacement. Such access includes, but is not limited to, the movement of fixtures, furniture, equipment, non-product materials, overburden, scaffolding, lifts, and other property that prevent or interfere with access to the TFRS. Owner shall have the sole responsibility to obtain all necessary approval and/or releases from building occupants who may be affected by the investigation and/or by any remedy Tremco may provide under this Warranty. If the leak condition is not within the Warranty coverage, Tremco will advise the Owner, and the Owner shall have the necessary repairs or replacement performed within thirty (30) days according to product specifications and Tremco guidelines by a Tremco registered or approved applicator.

THE BUILDING OWNER'S FAILURE TO FULFILL ANY OF THE OWNER RESPONSIBILITIES OR CLAIM REQUIREMENTS ENUMERATED IN SECTIONS A AND B ABOVE, OR FAILURE TO CAUSE REQUIRED REPAIRS OR REPLACEMENT AS PROVIDED IN SECTION C BELOW, SHALL RESULT IN AUTOMATIC AND EFFECTIVE CANCELLATION OF THIS WARRANTY AND SHALL RELEASE AND DISCHARGE TREMCO FROM ANY FURTHER OBLIGATION UNDER THIS WARRANTY.

C. WARRANTY EXCLUSIONS & LIMITATIONS

This Warranty does not cover any leak conditions or damage that occur as a result of:

1. Natural or accidental disasters including, but not limited to, lightning, hailstorms, floods, hurricanes, wind borne debris, tornadoes, earthquakes, fire, vandalism, animals, penetration of the TFRS, chemical attack by outside agents, other acts of God, or acts of war or terrorism.
2. Disintegration or failure of the underlying substrates including, but not limited to, cracking, blistering, or peeling.
3. Use of materials not specified by Tremco, or failure of authorized non-Tremco building or other materials or components to perform their intended function, or the use of materials that are incompatible with the TFRS.
4. Any intentional or negligent act or failure to act on the part of the Owner or third party, including, but not limited to, misuse, traffic, storage of, or discharge of materials or effluent products on the TFRS or building components, or failure of the Owner to properly maintain the TFRS pursuant to generally accepted Building Façade use and maintenance guidelines and in accordance with the terms of this Warranty.
5. Distortion, expansion, or contraction of the TFRS caused by faulty construction, design of the building, or infiltration or condensation of moisture entering the TFRS or building from any part of the building structure, including, but not limited to walls, copings, parapet walls, underlying components, chimneys, skylights, vents, hardware, or equipment.
6. Excessive movement, failure or improper installation of metalwork, or underlying deck and/or building components not manufactured and supplied by Tremco.

7. Any repairs, replacements, penetrations, additions, or alterations of Tremco materials, by any person or entity, other than authorized representatives of Tremco, without the prior written consent of Tremco.
8. Damage or injury arising in any way from testing/sampling of the membrane, or design and consulting errors or omissions.
9. Changes in the use of the building, unless approved in writing in advance by Tremco.
10. Installation of the TFRS over cold storage or freezer buildings, or buildings with high humidity conditions.

The Owner shall cause repairs or replacement concerning leak conditions or damage to the TFRS resulting from any of the above exclusions and limitations to be performed by a Tremco registered or approved applicator within thirty (30) days according to product specifications, the generally accepted Building Façade use and maintenance guidelines, the terms of this Warranty, and other Tremco written instructions.

D. OTHER TERMS

Tremco shall have no responsibility or liability under this Warranty until all bills for installation, materials, supplies, and services sold in connection with the TFRS have been paid in full. Delay in full payment to Tremco shall in no way extend the commencement or term of this Warranty. The terms of this Warranty may not be altered, modified, or supplemented except in writing signed by an officer of Tremco, referring to this Warranty document. This Warranty is issued to the Owner and may not be assigned or transferred without the express written consent of Tremco, signed by an officer of Tremco.

THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL OTHER WARRANTIES EXCEPT AS SET FORTH HEREIN ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL TREMCO BE LIABLE FOR ANY DAMAGE TO THE PROJECT BUILDING ITSELF (OTHER THAN THE TFRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ASSERTED IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF CERTAIN REMEDIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE EXCLUSIONS AND LIMITATIONS OF REMEDIES AND DAMAGES IN THIS SECTION FULLY APPLY TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER CONCERNING THIS WARRANTY. THE TOTAL LIABILITY OF TREMCO OVER THE LIFE OF THIS WARRANTY SHALL NOT IN ANY EVENT EXCEED THE MATERIAL PRICE SPECIFIED ABOVE.

No waiver by Tremco of any term, condition, exclusion, or limitation of this Warranty shall operate as a waiver of any other term, condition, exclusion, or limitation applicable to any claim, whether of like or different nature. No delay or failure on the Tremco's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver of such right or claim.

Notwithstanding anything in any surety bond or other applicable contractual documents to the contrary, it is expressly understood and agreed by the parties, and anyone asserting a claim pursuant to this Warranty, that the liability of any surety under any performance, maintenance, warranty or other bond relating to the project involving the Building or the TFRS, as well as the obligations and/or liabilities also covered by this Warranty shall be limited to a one-year period, which shall begin when the customer accepts delivery in accordance with the terms of the applicable contract, whichever occurs first. All Warranty claims against any surety are irrevocably waived and released unless all notices are delivered in accordance with the express terms of this Warranty and any applicable bonds, and suit is commenced against the surety in a court or other tribunal of competent jurisdiction within such one-year period. Tremco, its successors and/or assigns shall honor and be solely responsible for the balance of the Warranty Period (if any) in accordance with the terms of this Warranty.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from the Warranty and the remaining terms, conditions, exclusions, and limitations shall apply.

All claims or controversies between Tremco and the Owner arising out of or relating to the TFRS or this Warranty which cannot be resolved by mutual agreement among the parties shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law, without regard to any conflict of laws principals.

TREMCO CPG INC.
ROOFING & BUILDING MAINTENANCE DIVISION

By: _____

Title: Warranty Administrator

Date: _____