



AGENDA (Amended)
Special and Workshop City Council Meeting
Monday, July 15, 2024, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. PRESENTATIONS / AWARDS / RECOGNITION OF GUESTS
 - A. Presentation of Neptune Beach Trident Award to Mr. John Jolly
3. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **P24-04**, Application for Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange Street (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast. The property is in the CBD zoning district. **DEFERRED AT APPLICANT'S REQUEST** p. 3
4. CONSIDERATION OF APPROVAL OF MILLING AND PAVING OF PORTIONS OF KINGS ROAD AND MYRTLE, LEMON, MAGNOLIA AND BAY STREETS p. 51
5. CONSIDERATION OF APPROVAL OF WATER TOWER PROPERTY FENCING REPLACEMENT p. 80
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. Police Officers' Retirement System Proposed COLA Discussion p. 103
- B. City Attorney RFP Discussion

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."

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: May 8, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: DP24-04

TO: Community Development Board

FROM: Heather Whitmore, AICP, PTP, Community Development Director

DATE: Updated May 8, 2024

SUBJECT:

DP24-04: Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast.

-
- I. **BACKGROUND:** A Preliminary Development Plan application for a Bed and Breakfast has been submitted for 108 Orange St (RE# 172769-0000).

The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District (CBD). Bed and breakfast is a permitted use in this district.

In 2015, the Drivers made an application for a Special Exception application for a Single Family Home for 108 Orange St. The City denied the application and the Drivers sued the City for a petition for writ of certiorari for the City denying their application. This writ of certiorari ordered the lower court (Neptune Beach) to deliver its record in a case so that the higher court (Circuit County of Duval County) may review it.

There were two separate items that were denied and for which the Drivers filed writs of certiorari. One was the Special Exception for the Single Family Home and one was a variance for setbacks and height. In 2022 the Duval Court agreed that the City had sufficient competent substantial evidence on both to deny it, and the City prevailed (See attached Case No. 16-2022-AP-18 Final Order Denying Petition for Writ of Certiorari).

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2 Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when “Changing or expanding any use of a site so that the need for off-street parking is increased.” Section 27-76 states that “all development in non-residential districts” requires a development order.

A Preliminary Development Plan application for a 3,507 square foot three story bed and breakfast has been submitted by the property owners for the property located at 108 Orange St. (RE # 172769-0000). The existing lot of record is 50' x 55'. The existing vacant property is located on the northeast corner of Orange St. and Midway St. The property is within the Central Business District (CBD) and is surrounded by CBD zoning on the east, north and west. The properties to the south are zoned RC/R-4. The immediate properties surrounding the vacant lot consist of single family and multi-family properties.

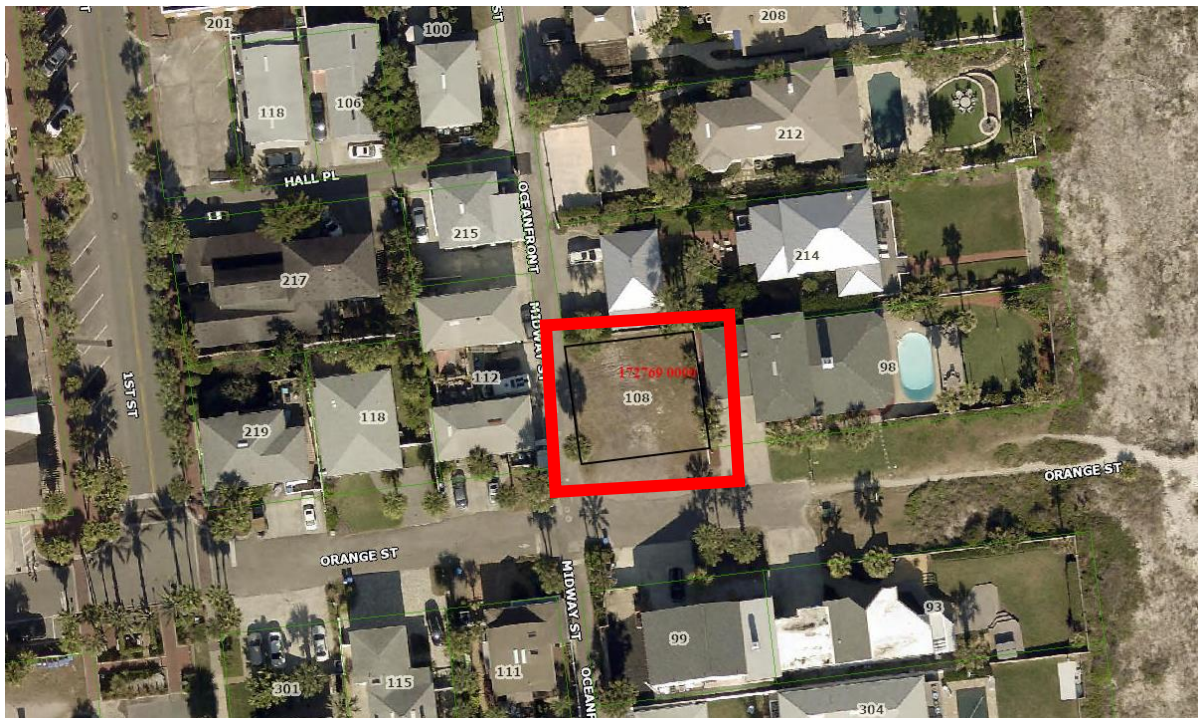


Figure 1: 108 Orange St, Neptune Beach, FL

The proposed bed and breakfast has two rental/guest bedrooms and one owner's suite, and provides a total of two parking spaces. The ground floor/1st floor consists of an interior parking garage for one parking space and guest bedroom, the 2nd floor consists of living area, lobby and kitchen, and the 3rd floor consists of a guest room and the owner's suite.

Site Plan/Building Plan:

Below is a chart showing development standards for the CDB are and the proposed bed and breakfast:

	Per Code	Proposed
Min. lot area	none	2,750 sq. ft.
Min. lot width	none	50 ft.
Min/Max front yard setback (Orange St.)	0/10 feet	10 feet
Min/Max corner yard setback (Midway)	5/15 feet	11 feet
Min. rear yard setback	5 feet	5 feet
Max. lot coverage	85%	53.7%
Max. building height	35 feet	35 feet
Min. Building frontage buildout	70%	74%

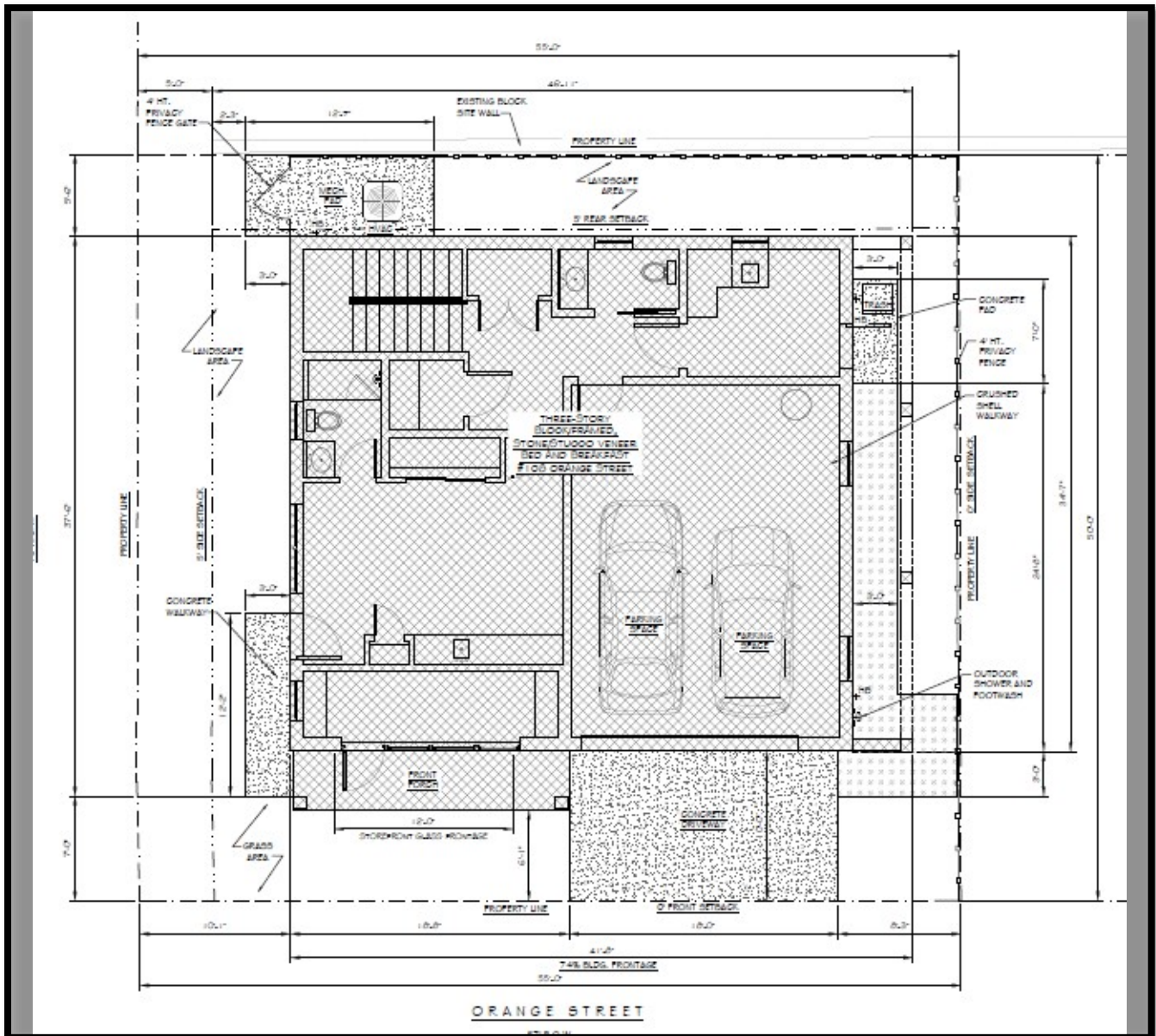


Figure 2: Proposed Site Plan 108 Orange St, Neptune Beach, FL

The building complies with setbacks, lot coverage, height, and frontage buildout requirements in the CBD.

The building complies with the elevation frontage requirements and standards of the CBD.

The building has one primary frontage on Orange St. The Orange St. first-floor frontage included a Lobby door and garage door. The building frontage is a Lobby style and an accessible front entry from the first floor at sidewalk level. The building's first floor façade is 35% transparent. The building's second floor façade is 40% transparent.



Figure 3: Proposed Frontage Elevation (Southern Elevation facing Orange St) 108 Orange St, Neptune Beach, FL

Sec. 27-236. – “Frontage requirements and standards” and Sec. 27-246. – “Central Business District (CBD) zoning district – special regulations” require all building frontages in the CBD to be either Storefront or Lobby with 30%-70% facade transparency. Storefronts and Lobby’s shall be accessible from the sidewalk level.

Section 27-246 (b) and (c) state:

(b) Commercial building frontage standards. New commercial development shall comply with the required frontage types and associated standards detailed in Section 27-236

(c) Commercial building design standards.

(1) Storefront design. The storefront is a frontage type along sidewalk level of the ground story, typically associated with commercial uses. Storefronts are required for the ground floor of all buildings located on streets designated with Required Retail Frontage and may be incorporated on any building in the Central Business District (CBD), Neighborhood Center Overlay (NC), and C1 districts. Storefronts are frequently shaded by awnings. Storefronts shall be directly accessible from sidewalks;

(2) Entrances and Access. All new buildings should have the main entrance oriented to and in full view from a street or public open space. Main entrances shall have design details that enhance the appearance and prominence of the entrance so that it is recognizable from the street and parking areas. Building on corner lots shall use design elements that emphasize the importance of both streets.

(3) Transparency. All building facades which face onto a street or public open space, shall meet the following minimum transparency requirements:

a. Buildings with Shopfronts (Figure 27-246-3)

i. Minimum building façade transparency for ground story: 70% and should allow a view of at least 5' of interior space

ii. Minimum building façade transparency for upper stories: 40%

b. Building without Shopfronts (Figure 27-246-4)

i. Minimum building façade transparency for ground story: 30% ii. Minimum building façade transparency for upper stories: 25%

Driveway/Parking:

The site is served by a total of two parking spaces, one parallel spaces and one garage space. Per the parking requirements in 27-540-1 the development is required to have one parking space per guest room and two parking spaces for the owner/operator for a total of four spaces. Per, 27-540 (c) the CBD is given a 50% reduction in parking however, therefore the development requires two parking spaces. The site layout parking access configuration complies with driveway standards and maximum driveway apron width.

III. D24-04 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasijudicial public hearing and shall consider the following factors when issuing a development order:

1. **Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.**

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by majority residential uses, as well as commercial uses along First St.

2. **Whether the concurrency requirements of article VI of this Code could be met if the development were built.**

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips, therefore a traffic study is not required.

Water/Sewer: This project area will require water and sewer extensions (See attached Public Works Comments)

School: Not applicable

Drainage: Site may require stormwater permitting from Saint John's Water Management District (See attached Public Works Comments).

3. **The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

4. **Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

5. **Applicable regulations, review procedures, and submission requirements.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

See attached Fire review comments.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: A sign was posted on the property according to requirements. Staff has received comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response:

The site will require additional utility planning, See attached Public Works Comments

See attached Fire review Comments

IV. STAFF RECOMMENDATION

Staff recommends approval of the currently proposed application for DP24-04 Preliminary Development Plan for the property at 108 Orange St (RE# 172769-0000) to permit a bed and breakfast (as presented).

See attached Planning and Zoning Comments

See attached Public Works Comments

See attached Fire Comments

The applicant provided a preliminary response to staff comments on May 3, 2024 and provided an updated revised site plan (see attached). The applicant responded to all Planning and Zoning comments on May 8, 2024 and provide a revised site plan, floor plan, and elevations. The revised proposed Preliminary Development Plan as updated on May 8, 2024 complies with all planning and zoning development standards.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

V. RECOMMENDED MOTION:

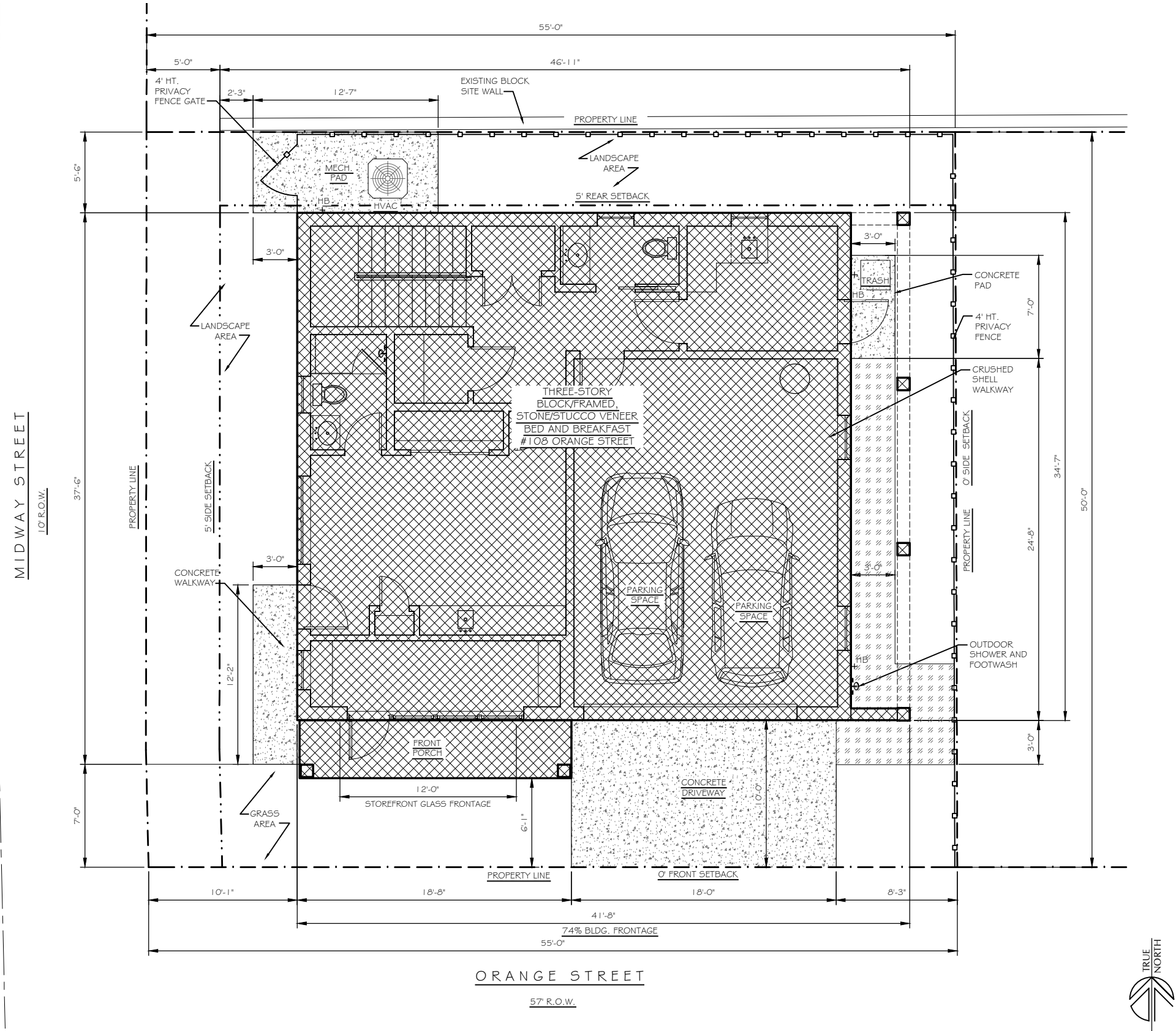
a. I recommend approval of DP24-04

OR

b. I recommend denial of DP24-04

SQUARE FOOTAGE	
SQUARE FOOTAGE:	
1ST FLOOR CONDITIONED	836 SF
1ST FLOOR UNCONDITIONED:	463 SF
1ST FLOOR PORCHES:	73 SF
2ND FLOOR CONDITIONED:	1,055 SF
2ND FLOOR TERRACES:	319 SF
3RD FLOOR CONDITIONED:	996 SF
3RD FLOOR TERRACES:	224 SF
TOTAL CONDITIONED SF:	
2,887 SF	
TOTAL UNCONDITIONED SF:	
463 SF	
TOTAL PORCH/TERRACE SF:	
616 SF	
TOTAL SF:	
3,966 SF	

IMPERVIOUS SURFACE RATIO (ISR)	
SITE SQUARE FOOTAGE (PER DEED):	
2,754 SF	
IMPERVIOUS SURFACE:	
MAIN STRUCTURE:	1,376 SF
HARDSCAPE:	308 SF
TOTAL COVERAGE SF:	
1,684 SF	
IMPERVIOUS SURFACE RATIO (1,684 / 2,754):	
61.1%	
ALLOWED 85% MAX. OF AREA AS DESCRIBED IN DEED	



DRIVER BED & BREAKFAST

108 ORANGE STREET
NEPTUNE BEACH, FLORIDA 32266

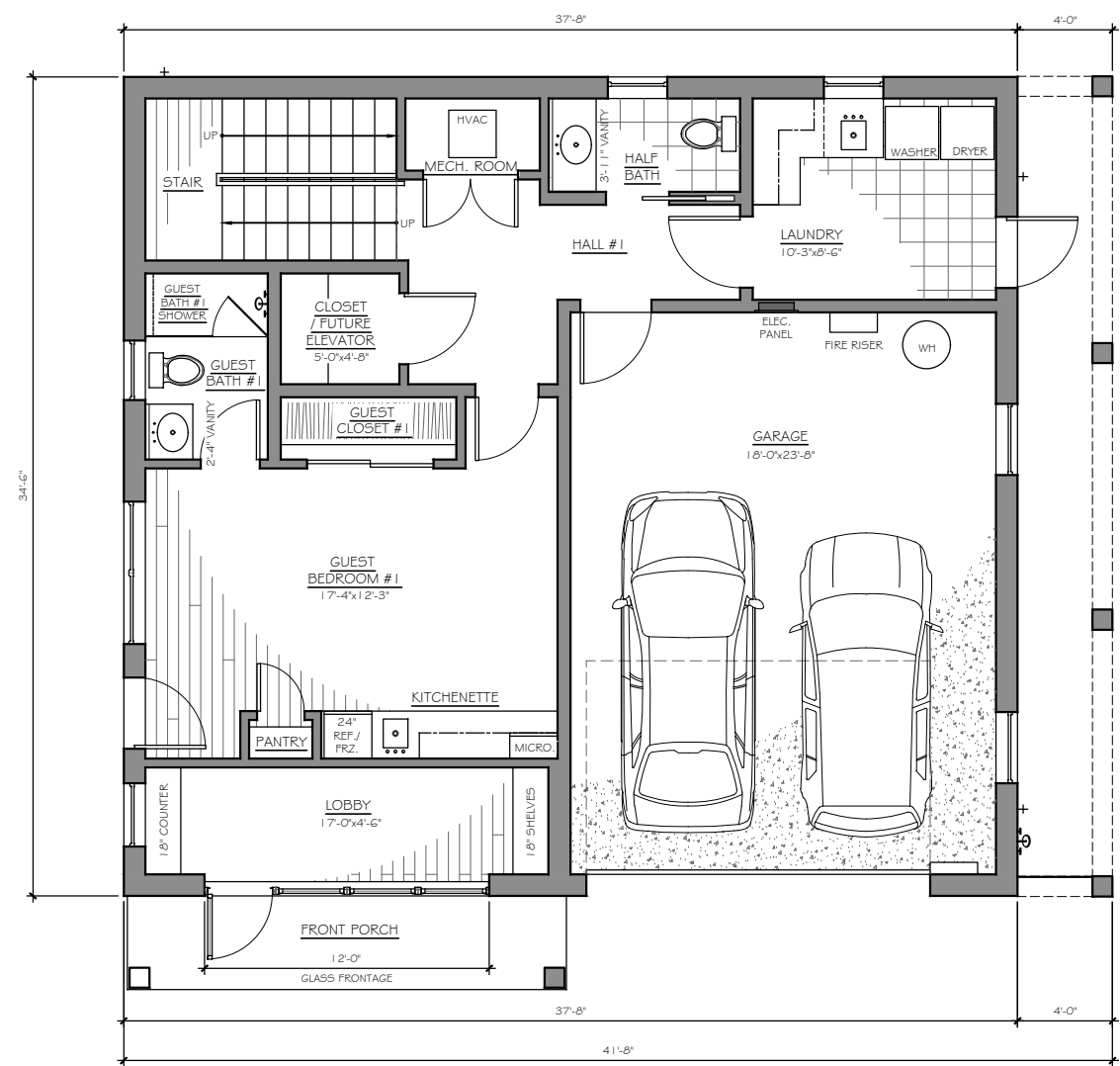
SITE PLAN

REVISED MAY 31ST, 2024
SCALE: 1/8" = 1'-0"

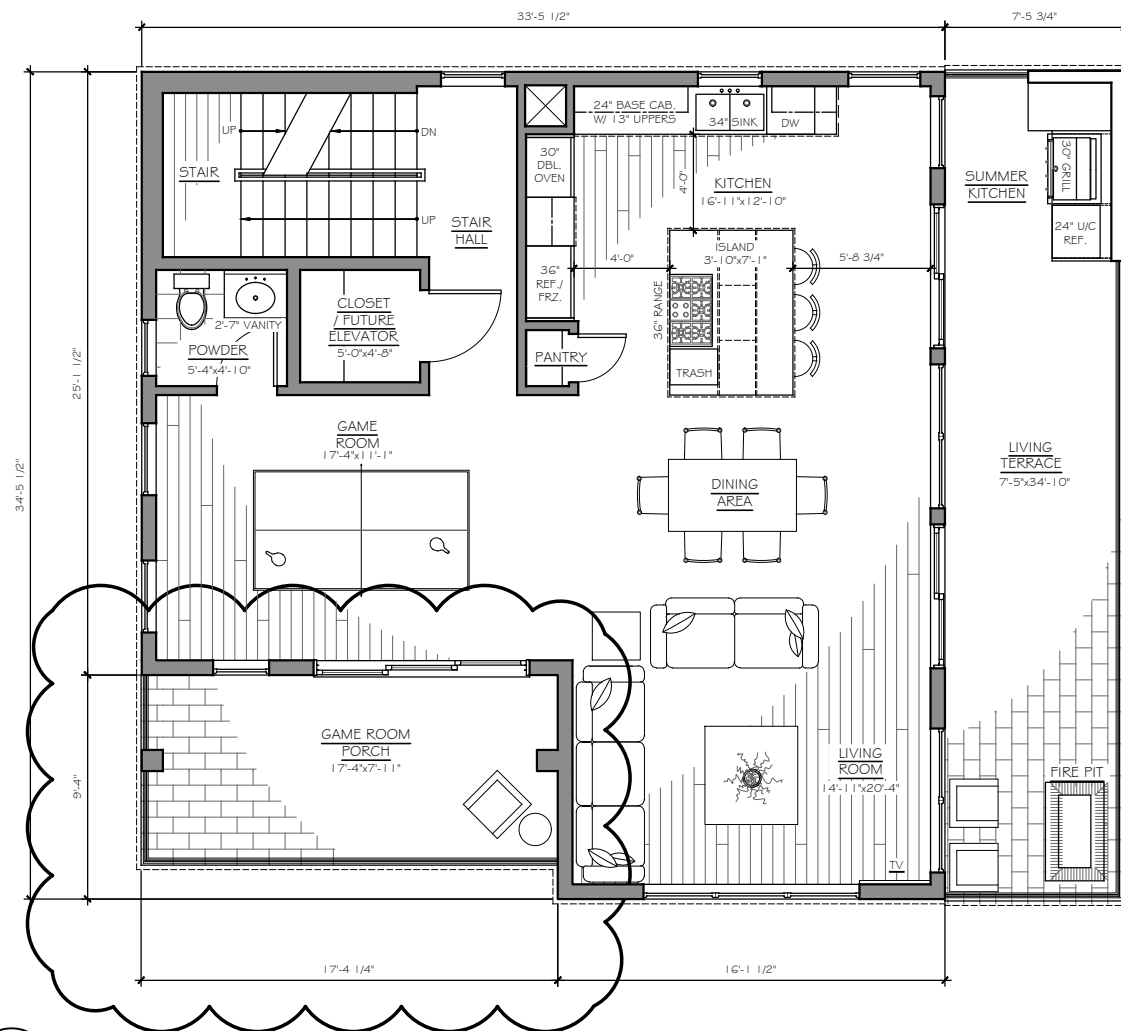


KES ARCHITECTS, PLLC
P: 904.564.0099
WWW.KES-ARCHITECTS.COM

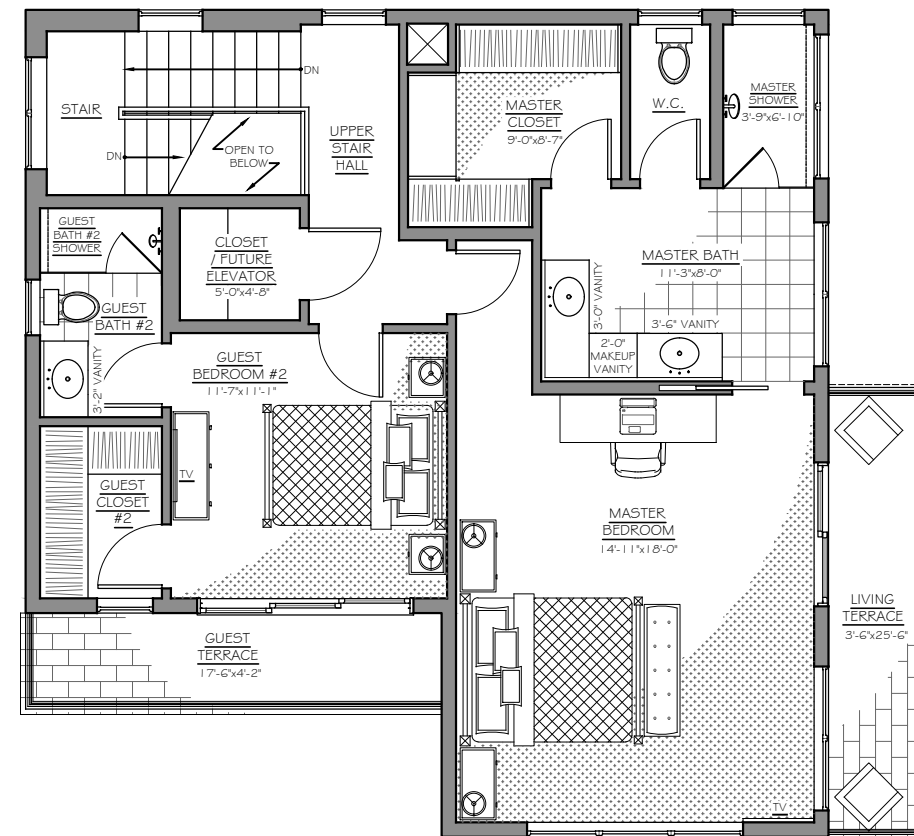
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1 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 3RD FLOOR PLAN
SCALE: 1/8" = 1'-0"

DRIVER BED & BREAKFAST

108 ORANGE STREET
NEPTUNE BEACH, FLORIDA 32266

2ND & 3RD FLOOR PLANS

REVISED MAY 8TH, 2024

SCALE: 1/8" = 1'-0"









APPLICATION FOR DEVELOPMENT PLAN REVIEW

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 CDD@NBFL.US

Application Fee: **\$400**

Date Filed: 4/10/24

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner:	Telephone: <u>904.502.8775</u>
<u>DOUGLAS L. DRIVER</u>	E-Mail: <u>DLDRIVER47@gmail.com</u>
<u>1150 FLORIDA BLVD NEPTUNE BEACH, FL 32206</u>	Real Estate #: <u>172769-0000</u>
Property Address (if different from mailing):	Lot <u>4</u> Block: <u>23</u>
<u>108 ORANGE STREET</u>	Subdivision: <u>03151 NEPTUNE R/P</u>
<u>NEPTUNE BEACH, FL 32206</u>	Zoning District:

Name and Address of Agent/Applicant:	Telephone: <u>904.374.1736</u>
<u>MCAUGHEY BUILDERS, LLC</u>	E-Mail: <u>LWM@MCAUGHEYBUILDERS.COM</u>
<u>650 PARK ST JACKSONVILLE, FL 32204</u>	

Describe Request being made:
<u>ADDED CONSTRUCTION BED AND BREAKFAST.</u>

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

[Signature]
Signature of the Owner

State of Florida
County of Duval

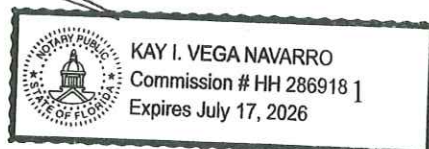
Signed and sworn before me on this 12th day of April, 2024.

By Douglas L. Driver

Identification verified: Personally Known Oath sworn: ☒ Yes ☐ No

[Signature]
Notary Signature

My Commission expires: 7/17/26



OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

LEONARD W. MCAULEY, MCAULEY BUILDERS is hereby authorized TO ACT ON BEHALF OF DOUGLAS DRIVER, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

☐

Rezoning

☐

Special Exception

☐

Replat

☐

Commercial
Development Order

☐

Appeal

☐

Comp. Plan Amendment

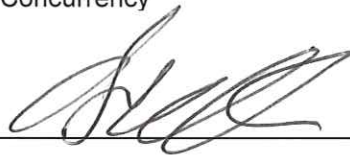
☐

Concurrency

☐

Other/ Champion or
heritage tree removal

BY:



Signature of Owner

Douglas C. Driver III

Print Name

Signature of Owner

Print Name

Daytime Telephone Number

State of Florida

County of Duval

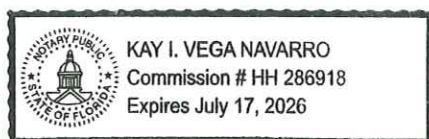
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By Douglas C. Driver III

Identification verified: Personally Known Oath sworn: Yes No

Notary Signature

My Commission expires: 7/17/2026



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

Application Type:

Preliminary Development Plan Commercial Preliminary Development Plan Residential
Development Plan Commercial Development Plan Residential
Champion/Heritage Tree Removal Replat

For the complete list of requirements see Article III in Chapter 27 of the Code of Ordinances.

Commonly required items for preliminary development review.

Material required: (check applicable items)

- ☐ Site Plan
- Floor Plan
- Elevation (four sides)
- Landscape Plan/ Existing Tree Survey
- Surveys (sometimes including Tree and/or Soils)
- Parking Plan (may be included on another plan)
- Impervious Surface Calculations
- Stormwater and drainage plan
- Lighting Plan (exterior only)
- Wetland Buffer
- Signage Plan
- Current Legal Survey
- Utility Plan
- Existing and proposed easements
- Existing and proposed easements

Disclaimer: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations of the City of Neptune Beach, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only. For a complete description of requirements, refer to Chapter 27 of the Unified Land Development Regulations.

May 8, 2024

Replat DP 24-04
108 Orange Street
(RE#172769-0000)
Douglas Driver, III

DP24-04: Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast.

I. BACKGROUND: A Preliminary Development Plan application for a Bed and Breakfast has been submitted for 108 Orange St (RE# 172769-0000). The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District (CBD). Bed and breakfast is a permitted use in this district.

In 2015, the Drivers made an application for a Special Exception application for a Single-Family Home for 108 Orange St. The City denied the application and the Drivers sued the City for a petition for writ of certiorari for the City denying their application. This writ of certiorari ordered the lower court (Neptune Beach) to deliver its record in a case so that the higher court (Circuit County of Duval County) may review it.

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The proposed bed and breakfast has two rental/guest bedrooms and one owner's suite and provides a total of two parking spaces. The ground floor/1st floor consists of an interior parking garage for one parking space and guest bedroom, the 2nd floor consists of living area, lobby and kitchen, and the 3rd floor consists of a guest room and the owner's suite.

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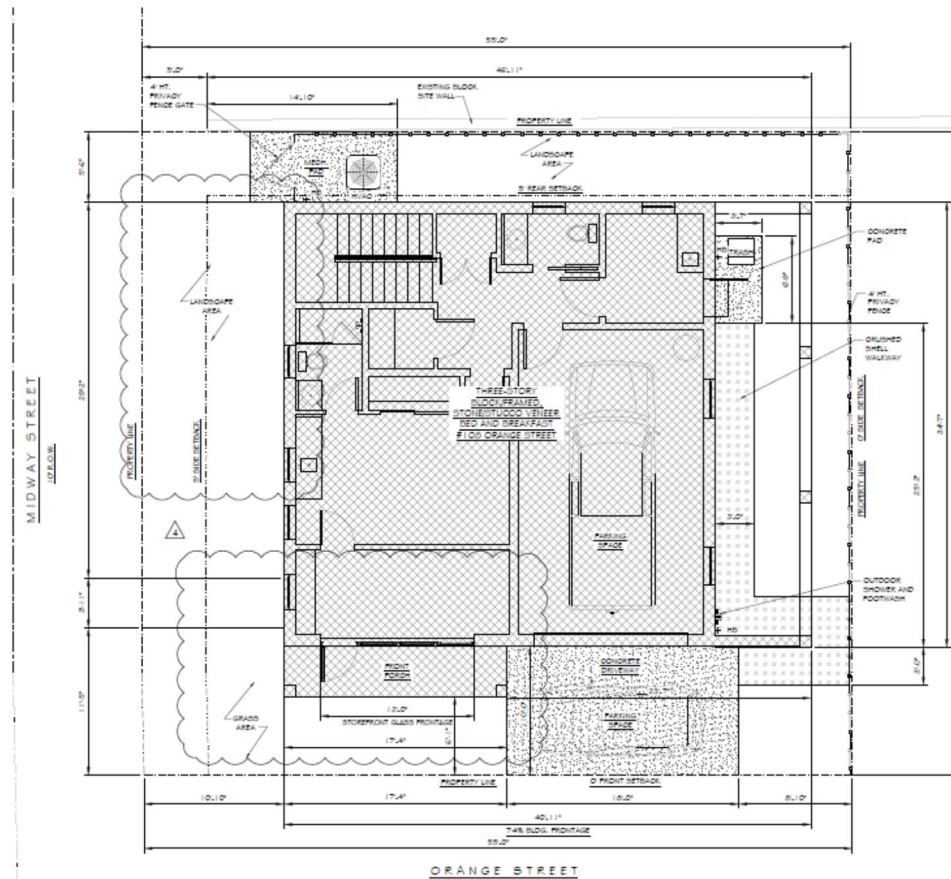


Figure 2: Proposed Site Plan 108 Orange St, Neptune Beach, FL

The building complies with setbacks, lot coverage, height, and frontage buildout requirements in the CBD.

The building complies with the elevation frontage requirements and standards of the CDB.

The building has one primary frontage on Orange St. The Orange St. first-floor frontage included a Lobby door and garage door. The building frontage is a Lobby style and an accessible front entry from the first floor at sidewalk level. The building's first floor façade is 35% transparent. The building's second floor façade is 40% transparent.



*Figure 3: Proposed Frontage Elevation (Southern Elevation facing Orange St)
108 Orange St, Neptune Beach, FL*

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III. D24-04 FINDINGS:

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Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by majority residential uses, as well as commercial uses along First St.

2. Whether the concurrency requirements of article VI of this Code could be met if the development were built.

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips; therefore a traffic study is not required.

Water/Sewer: This project area will require water and sewer extensions (See attached Public Works Comments)

School: Not applicable

Drainage: Site may require stormwater permitting from Saint John's Water Management District (See attached Public Works Comments).

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

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The site will require additional utility planning (See attached Public Works Comments).

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See attached Fire review comments.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: A sign was posted on the property according to requirements. Staff has received comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: The site will require additional utility planning, See attached Public Works Comments See attached Fire review Comments

IV. STAFF RECOMMENDATION

Staff recommends approval of the currently proposed application for DP24-04 Preliminary Development Plan for the property at 108 Orange St (RE# 172769-0000) to permit a bed and breakfast (as presented).

See attached Planning and Zoning Comments
See attached Public Works Comments
See attached Fire Comments

The applicant provided a preliminary response to staff comments on May 3, 2024 and provided an updated revised site plan (see attached). The applicant responded to all Planning and Zoning comments on May 8, 2024 and provide a revised site plan, floor plan, and elevations. The revised proposed Preliminary Development Plan as updated on May 8, 2024 complies with all planning and zoning development standards.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

V. RECOMMENDED MOTION:

- a. I recommend approval of DP24-04
- OR
- b. I recommend denial of DP24-04

Mr. Douglas Driver, III, 1150 Penman Road and owner of the property addressed the board. His family purchased the property in 1989. There was an existing duplex on the property that was demolished in 2007.

The property is being used for parking and dumping site by the neighbors and beach goers. Would like to build a bed and breakfast. Will generate revenue and increase property values for the neighbors. Legally allowed to build a bed and breakfast on the property.

Questions for Staff and applicant:

Ms. Atayan: The fire review had one question about tight turning since the curb has been removed.

Mr. Moran: How many B & B do we have? None

Mr. Hilton: There was originally 3 parking spaces. Where will the other guest park? Mr. Driver stated that they were only required to provide two. One will be in the garage and the other one in front of it. The extra parking space had to be removed, because of the allowable driveway width.

Mr. Hilton: Why is there no kitchenette in guest room number 2? We deemed that it was not necessary and removed it.

Is there a roof top deck planned? No, roof top deck.

Guest #1 will enter through the lobby and guest #2 will enter through the laundry area or garage. Mr. Driver stated that guest #1 will be the primary guest room. Mr. Kevin Solman, architect, the lobby is access to the first floor and the second guest room and owner's suite will be accessed by the side door through the laundry.

Public Comments

Chairperson Schwartzenberger opened the floor for public comments.

Henny Schoonover, 214 Oceanfront, opposes the application. Passed a drawing on how this property will compare in height to the surrounding buildings. Opposes the 35-foot-tall Bed and Breakfast beside my house and in my neighborhood. This proposed building will replace a 1268 square foot two-story house that once stood on that lot. The land development code includes Bed and Breakfasts as one of numerous "permitted uses" in the CBD along with Hotels, Motels, interior service restaurants, carry-out and delivery restaurants, government uses, utilities, public park, recreation, amusement, and entertainment, including billiard and pool halls and the list goes on. None of these permitted uses are compatible within the residential section of the CBD. Our established neighborhood is made up of single and two-family homes that are two-story, none being taller than 28 feet. The proposed building of 35-feet will stand and full story above all the other houses around it. It just does not fit.

According to Section 27-222 of the ULDC-Purpose and Intent of zoning district "this zoning article must impose certain appropriate restrictions on the use of land within the city limits of Neptune Beach to ensure that future development is in keeping with the existing development."

Regarding neighborhood design: The proposal as it stands now is not in scale or character with the neighborhood.

Regarding scale, mass and bulk: The ratio of square footage to land of this building is 1:.94 while existing homes in this neighborhood have a ratio anywhere from 1:1.8 to 1:4.14, further illustrating the fact that this proposed building is out of proportion and density with surrounding buildings.

Regarding privacy. The proposed height of 35 feet is not sensitive to the surrounding neighbors.

Allow this proposal to go forward will set a bad precedent for our neighborhood and the City of Neptune Beach. Regardless of zoning designation, the extra traffic created and parking hassles with a B&B is not fitting with our neighborhood ambience. Please listen to the concerns of the people living in this neighborhood. The City of Neptune Beach's own ULDC will not permit this land usage as proposed.

George Schoonover, 214 Oceanfront, opposes the applicant's request to build a B&B at 108 Orange Street. As outlined in Florida Statutes, the Community Development Board shall consider the following factors: The nature of the proposed development, including land use types and densities; proposed parking areas, "and the concerns and desires of surrounding landowners and other persons".

The following stated goals and objectives are taken directly from NB's codes. Purposes and Intent of Zoning districts. The design goals for new construction are; to preserve the natural beauty of NB and protect the residential character of the effects of inharmonious and out of scale developments in order to maintain and improve property values.

Site improvement should be compatible with structures existing on neighboring parcels and should be sensitive to their design and property rights. Designs which conflict with the use and enjoyment of any property should be avoided. Buildings should be designed in scale with the neighborhood and should complement the character of the neighborhood, rather than conflict with it.

Buildings should not present excess visual mass or build to public view or to adjoining properties. Large box-like buildings can appear massive. When viewed from the public right of way, excessive mass detracts from the character of NB's individual neighborhoods. When viewed from adjoining properties, excess mass can effectively act as a wall that dominates neighboring structures and interferes with the enjoyment of open space and the free passage of light and air.

Design should respect views enjoyed by neighboring parcels. It is the intent of this objective to balance the private rights to views from all parcels that will be affected by a proposed build or addition. No single parcel should enjoy a greater right than other parcels except for the natural advantages of each site's topography. Building which substantially eliminates an existing view enjoyed on another parcel should be avoided. A 35-foot-high flat wall certainly qualifies for that characterization.

Another consideration for a bed and breakfast on this parcel is the lack of surrounding infrastructure. The parcel is on Midway, a narrow one-way street to Lemon. There is no sidewalk or curb. There is one dim streetlight at the corner of Orange and Midway as well as confusing street signage. It would be harrowing for a driver or pedestrian to navigate these handicaps without prior knowledge. For these reasons, I oppose the application.

Dreanna Bane, 600 Second St, read a letter from Ronald and Diane Wingate of 700 Oceanfront: "Dear Neptune Beach Community Development Board, We are writing this letter in hopes that this committee will vote against the application to establish the Driver Inn at 108 Orange Street in Neptune Beach, FL. There is absolutely no parking for a business on that small section of Orange Street. Also, most people that live at the beach have many visitors because we live at a safe beach. This warm weather has already brought many people. We live at the end of Cedar Street (public access) and have never seen so many headed to the beach that we have we have never seen before. Sincerely Yours, Ronald and Diane Wingate.

Judy Williams, formerly owned 98 Orange St, it is crowded and asked the board to look at the plans closely.

Shellie Thole, 310 Oleander St., this is not the same packet that has been changed since it was originally sent out. How do you make a decision, if you have not had a change to look over it?

Ray Lin, 310 First St, I don't see how it will improve property values. It will diminish. It will not look like the old houses.

Heather Peters, 93 Orange St, lives across the street and as the owner stated, they can not control the parking as it is now. How are they going to control it in the future. How does a business become successful with only two parking spaces? Are we saying it's a business when its not? Does not want to see this happen. What is the logic behind the two parking spaces?

Dr. Juan Leoni, 111 Orange St, owns property diagonally from 108. Would like to have something to be built there. People are using the lot to hang out. The owners should use the lot to be neighborly and friendly.

Mr. Driver stated that he understands their concerns, and that the last two speaks made a point with the property being vacant and being used for drugs. This is why we want to build a house here and use it as a bed and breakfast. As for the reason why there is not a kitchenette on the third floor. There is a kitchen on the second floor with access to that room. In addition, we are primarily looking to just rent out the first floor bedroom, so two parking spots should be ample space for that.

I hear a lot of feelings from people say that don't like it, if they don't like it, then they should work towards changing the law. We are trying to meet all the rules and regulations. Putting all of his life savings into this house/bed and breakfast, whatever you want to call it. There will be security cameras, looking at building a gate in the future.

There being no comments, the public hearing was closed.

Board Discussion:

Ms. Bylund: This is not a replat and we do have factors to be considered. #1 Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses- this is zoned commercial and but people came in and built in this area. The land use is residential even though it is zoned commercial. Parking is a huge consideration. It is not realistic to have two parking spaces. There is the people living there, the people staying there, possibly people working there and people visiting the guests. The math do not add up at all. Has a problem will be contributing to the parking problem. Someone wants to have a 35-foot house that is out of keeping with all the other houses around it. Wonderful if there is something they could do differently. Especially the park.

Ms. Atayan: We look at the intensity of the businesses, it is too high of an intensity for this area. We may need to revisit the zoning district and redefine the uses. The height and size of it is out of nature of the surrounding area.

Mr. Raiti: The size and bulk of the building is not in keeping of the neighboring properties.

Mr. Schwartzenberger: Boarders Seahorse, Lemon Bar and we will see changes coming in the futures. There is a permitted use, it would be a lovely area for someone to stay. A single-family is what everyone want, but a single-family house is not allowed by right.

Mr. Hilton: If someone were to come before the board to build a single-family dwelling on the property, what would the height be? Ms. Whitmore stated it would have to comply with the RC overlay requirements and the height of 28 feet.

Mr. Raiti: The mass of the building weighs on him. You don't have to overshadow the neighborhood.

Mr. Driver was given the floor again. He stated the intent is to rent this out and the intent is not to just have a house. As for the parking, there was 3 spaces originally planned but was told that he could not have more than an 18-foot wide driveway. Would be happy to reinstate that parking space. The goal is to have one couple come and stay at the B&B routinely as a vacation style rental. Does not want twenty-five plus people visiting the house. I will be living there, I don't want to see 25 people myself. In fact I would prefer not to see them at all. They will come in and out a separate entrance. That is the intent, just wanted to make that know.

Mr. Boran asked Mr. Driver: Who is the owner/operator? Mr. Driver stated that he would be the owner/operate but that he did not want to have undue interaction with the guest. They will have their own entrance for the first floor. They will have a bedroom and I will feed them, but not hanging out with them.

Ms. Atayan: You stated that you wanted limited contact with the guest on the first floor and you also have a guest room on the same floor as your bedroom. You will have direct contact with that guest and sharing facilities with them. Is a B&B guest or a family member? Mr. Driver stated it is just another room in the house and does not see if it is rented or not that it is relative.

Mr. Boran: So, your B&B is a one single bedroom with a kitchenette. Yes, I have a full time job and maybe in the future I will rent the other guest room.

Mr. Hilton: I'm confused. In my experience with Bed and Breakfasts, you typically go to someone's home, they have multiple bed and bathrooms, and they service you several meals and they interact with their guest. I don't normally go to B&B's because I am not comfortable with this. I'm confused about the model.

Becky Driver, the owner, stated that her son plans to come in and service the breakfast and that he plans to live there.

Ms. Atayan: There is a guest room on the third floor where he plans to live. For the transient guest, there will only one bedroom for guest? Yes.

Ms. Bylund: This seems to be not as what it has been presented and the parking. This a reason I would use to reject, and I believe it is a legal reason and would pass mustard.

Mr. Boran: Parking cannot accommodate the people coming in.

Mr. Raiti: The natural man-made features are not in coordinate with the design. The parking does comply with the 50% reduction.

Made by Bylund, seconded by Hilton.

MOTION: MOVE TO RECOMMEND DENIAL DP24-04 TO THE CITY COUNCIL.

Roll Call Vote:

Ayes: 6-Bylund, Raiti, Atayan, Boran, Hilton, Schwarzenberger

Noes: 0

MOTION APPROVED.

The applicants were informed that the City Council makes the final decision and the applicant should attend the meeting on June 3, 2024 at 6:00 pm.

The board discussed the need for a definition of "Historically Significate" before presenting anything to City Council.

Mr. Raiti asked about the non-conforming section of the code. In particular, you can not "enlarge or reduce" of a non-conforming.

Mr. Roth stated: Conforming is the only part that cannot be changed. The section only applies if it was built correctly but then the code changes after the fact. This second of the code is very poorly written and should be reviewed.

May 8, 2024

The non-conforming is very muddy and the board needs to look at it in the future.

Zack Roth, City Attorney, informed the board that he has given his resignation and will be leaving once a replacement has been found.

Greg Schwarzenberger, Chairperson

ATTEST:

Piper Turner, Board Secretary



Special Meeting Agenda Item #4 Milling & Paving Streets

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Milling and Paving Portions of Kings, Myrtle, Lemon, Magnolia and Bay
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	July 3, 2024
BACKGROUND:	In 2022 a contractor graded approximately 32 miles of paving utilizing a one to five scale, with grade five in most need of paving. A section of FDOT's Florida Boulevard was the only five score. Streets included in this request graded as either a three or four. Staff worked with an engineering consultant and paving contractor to establish work scope: • Kings Rd. - Milling 1.5" and overlay of 1.5" of SP-9.5 asphalt at approximately 149 tons. Begins at the intersection of Nightfall Dr. and extends south approximately 570 ft. to approximately 5 ft. into the intersection of Seagate Ave. • Myrtle St. - Milling 2" and 2" overlay of SP-9.5 asphalt mix at approximately 80 tons. Limits are approximately 10 ft. from the 3rd St. intersection and east approximately 240 ft. to the intersection of 2nd St. The proposed additional overlay is to alleviate ponding of stormwater at the intersection of Myrtle and 2nd St. By matching the existing elevation of paving at 2nd St., stormwater will be directed to a catch basin on 1st St. • Lemon St. – Milling of 1.5" and overlay of 1.5" of SP-9.5 asphalt at approximately 145 tons. Limits are Penman Rd. and east approximately 660 ft. to 11th St. • Magnolia St. – Milling of 1.5" and overlay of 1.5" of SP-9.5 asphalt at approximately 126 tons. Limits are approximately 10 ft. from the 3rd St. intersection and east approximately 585 ft. to the intersection of 1st St. • Bay St. – Milling of 1.5" and overlay of 1.5" of SP-9.5 asphalt at approximately 126 tons. Limits are approximately 10 ft. from the 3rd St. intersection and east approximately 585 ft. to the intersection of 1st St. Project scope includes MOT, stop bars and stripes as noted in the contractor's quote. Staff identified an existing paving services contract between St. Johns County and Kudzue 3 Trucking, Inc. which the city attorney has reviewed and approved for piggyback. Kudzue 3 Trucking, Inc. provided a

	quote of \$150,955.47 for the work described. The quote includes \$1,365.12 for paving a property owner's existing parking area to match the new elevation of the street. The property owner has signed an agreement to reimburse the city.
BUDGET:	Public Works General Fund 001-1441-541-60-63 (Improvements – Not Buildings) FY24 budget was \$210,000.00. As of July 3, 2024, budget available is \$153,438.83. If funds are needed in this account, a transfer could be made from 001-1441-541-60-62 Building Improvements (original budget \$800,000.00 with \$586,252.45 remaining) Public Works staff proposes to transfer funds for this project to Street Improvement Fund (111-0000-335-10-20). Accounting has established a capital project to track costs of paving and construction inspection consulting.
RECOMMENDATION:	Award to Kudzue 3 Trucking, Inc. in the amount of \$150,955.47.
ATTACHMENT:	• Project quote • St. John's County contract documents including notice of award to Kudzue 3 Trucking, Inc., signed contract and unit price list • Signed reimbursement agreement with property owner for paving

**P.O. Box 1799
Yulee, FL 32041**

KUDZUE 3 Trucking & Paving



**Office (904) 388-7838
Fax (912) 576-3314**

PROJECT COST ESTIMATE

<u>To:</u>	City of Neptune Beach 116 First Street Neptune Beach, Florida 3226		<u>Project:</u>	City Of Neptune	
<u>Attn:</u>	Ryan Shaneyfelt		<u>Location:</u>	Kings Road, Myrtle Street, Bay Street, Magnolia Street, and Lemon Street- Neptune Beach	
<u>Phone:</u>	904-270-2423		<u>Date:</u>	Monday, April 29, 2024	
<u>Cell:</u>	904-749-0069				
<u>Email:</u>	rshaneyfelt@nbfl.us		<u>Revision:</u>	4	<u>Date:</u> 6/17/2024
<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Subtotal</u>	
		<u><i>Kings Road from Nightfall Dr. to Seagate Ave.</i></u>			
1,500	SY	1.5" Mill	\$4.01	\$	6,015.00
149	TON	1.5" SP 9.5 Overlay	\$178.25	\$	26,559.25
2	EA	Stop Bar (Paint)	\$104.25	\$	208.50
2	EA	Stop Bar (Thermoplastic)	\$316.25	\$	632.50
1	EA	MOT	\$2,500.00	\$	2,500.00
		<i>Subtotal</i>		\$	35,915.25
		<u><i>Myrtle Street from DOT ROW to 2nd Street</i></u>			
600	SY	2" Mill	\$5.28	\$	3,168.00
80	TON	2" SP 9.5 Overlay	\$177.35	\$	14,188.00
50	LF	6" Double Solid Yellow Paint	\$1.50	\$	75.00
2	EA	Stop Bar (Paint)	\$104.25	\$	208.50
2	EA	Stop Bar (Thermoplastic)	\$316.25	\$	632.50
50	LF	6" Solid Yellow Thermoplastic	\$3.57	\$	178.50
		<i>Subtotal</i>		\$	18,450.50
<i>TOTAL AMOUNT:</i>					

This Estimate is subject to the following **TERMS AND CONDITIONS:**

QUANTITIES: The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

INCLUDES: One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

EXCLUDES: 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

IMPORTANT: Kudzue 3 is not responsible for failure of final products due to yielding, uneven base compaction, or irregularities in the base exceeding 1/4". No guarantee of drainage can be given for a rate of fall less than 2% slope. Acceptance of the prepared base following inspection by Kudzue 3 foreman is required prior to installation. Mobilization to a jobsite on which the base is rejected may require additional mobilization fees to return after correction. Proposed work will be performed according to industry standards and to the specifications quoted in this estimate.

PRICING: Prices shown represent estimated pricing for the periods indicated. Contracts not fully executed may be revoked after a period of thirty (30) days from the indicated date of this cost estimate.

FINANCE CHARGES / INTEREST: Customer will receive an invoice for the work performed. Customer must pay the entire amount within thirty (30) days from invoice date. If the balance is not paid within sixty (60) days from the invoice date interest will accrue on that unpaid amount at the highest rate allowable by law.

ATTORNEY'S FEES: If Kudzue 3 Trucking & Paving employs an attorney to enforce any provision of Customer's contract or invoice, to defend any action brought by the Customer, its agents, or employees against Kudzue 3 Trucking & Paving, or to collect any payment due to Kudzue 3 Trucking & Paving from Customer, whether or not suit is instituted. Kudzue 3 Trucking & Paving will be entitled to recover from Customer all costs and expenses incurred, including a reasonable attorney's fee.

PERSONAL GUARANTY: The person signing this Terms and Conditions page on behalf of the Customer, personally and individually, guarantees the full and prompt performance of the Customer and the payment of all sums due to Kudzue 3 Trucking & Paving. The term "Customer" (as used in these *Terms and Conditions*) will include the guarantor and any other party to this Contract or invoice; all waivers are equally applicable to those persons.

ACKNOWLEDGEMENT: By signing and delivering this document, you expressly acknowledge and agree that you have read, understood, and accept the terms and conditions as stated. No work will be scheduled without this agreement being executed and on file at Kudzue 3's home office.

Print Name and Title: _____

Signature: _____ **Date:** _____

P.O. Box 1799
Yulee, FL 32041

KUDZUE 3
Trucking & Paving



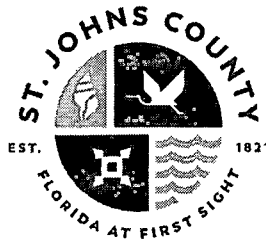
Office (904) 388-7838
Fax (912) 576-3314

PROJECT COST ESTIMATE

To: City of Neptune Beach 116 First Street Neptune Beach, Florida 3226			Project: City Of Neptune	
Attn: Ryan Shaneyfelt			Location: Kings Road, Myrtle Street, Bay Street, Magnolia Street, and Lemon Street- Neptune Beach	
Phone: 904-270-2423			Date: Monday, April 29, 2024	
Cell: 904-749-0069			Revision: 4	
Email: rshaneyfelt@nbfl.us			Date: 6/17/2024	
Quantity	Unit	Description	Unit Price	Subtotal
		<i>Sheet 1 Subtotal</i>		\$ 54,365.75
		<i>Lemon Street from Penman to 11th Street</i>		
1,637	SY	1.5" Mill	\$4.01	\$ 6,564.37
145	TON	1.5" SP 9.5 Overlay	\$178.25	\$ 25,846.25
1	EA	Stop Bar (Paint)	\$104.25	\$ 104.25
1	EA	Stop Bar (Thermoplastic)	\$316.25	\$ 316.25
1	EA	MOT	\$2,500.00	\$ 2,500.00
		<i>Subtotal</i>		\$ 35,331.12
		<i>Magnolia Street from 3rd Street to 1st Street</i>		
1,430	SY	1.5" Mill	\$4.01	\$ 5,734.30
126	TON	1.5" SP 9.5 Overlay	\$178.25	\$ 22,459.50
4	EA	Stop Bar (Paint)	\$104.25	\$ 417.00
4	EA	Stop Bar (Thermoplastic)	\$316.25	\$ 1,265.00
50	LF	6" Double Solid Yellow Paint	\$1.50	\$ 75.00
50	LF	6" Solid Yellow Thermoplastic	\$3.57	\$ 178.50
1	EA	MOT (Flaggers)	\$500.00	\$ 500.00
		<i>Subtotal</i>		\$ 30,629.30
		<i>Bay Street from 3rd Street to 1st Street</i>		
1,430	SY	1.5" Mill	\$4.01	\$ 5,734.30
126	TON	1.5" SP 9.5 Overlay	\$178.25	\$ 22,459.50
4	EA	Stop Bar (Paint)	\$104.25	\$ 417.00
4	EA	Stop Bar (Thermoplastic)	\$316.25	\$ 1,265.00
50	LF	6" Double Solid Yellow Paint	\$1.50	\$ 75.00
50	LF	6" Solid Yellow Thermoplastic	\$3.57	\$ 178.50
1	EA	MOT (Flaggers)	\$500.00	\$ 500.00
		<i>Subtotal</i>		\$ 30,629.30
TOTAL AMOUNT:			\$	150,955.47

Print Name and Title: _____

Signature: _____ Date: _____



NOTICE OF AWARD

December 6, 2023

Kudzue 3 Trucking, Inc.
P.O. Box 1799
Yulee, FL 32041
Attn: Thomas "Randy" Maloy, President

BID NO: 24-01; Countywide Pavement Maintenance and Rehabilitation Services - Master Contract 23-MCC-KUD-19033

St. Johns County hereby issues this Notice of Award to Kudzue 3 Trucking, Inc. as a responsive, responsible Bidder to provide the services specified under Bid No: 24-01. The final, approved Contract is attached to this notice for an authorized representative of Kudzue 3 Trucking, Inc. to sign and return in accordance with the following instructions:

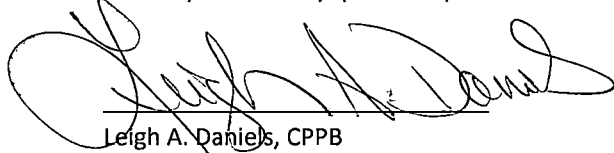
Attached, via email, is an electronic copy of the Contract and an Acceptance of this Notice of Award. Please sign, date, seal (if applicable) and return all of the following **within ten (10) consecutive calendar days of receipt** of this Notice:

1. The Contract signed by an authorized representative. Contract may be printed, signed, scanned and emailed or mailed via USPS, or may be digitally signed (using a secure electronic signature platform such as DocuSign or HelloSign) and returned via email to the contact identified below. If the authorized representative is not a Principal of the firm, or a Delegation of Authority Letter has not been provided, then one must be provided with the signed copy of the Agreement. **Please date only the signature page of the Contract.**
2. The Acceptance of the Notice of Award (2nd page of this notice), signed by an authorized representative.
3. All applicable Certificates of Insurance as stated in Article XII of the Contract.

NOTE: In accordance with the Bid Documents, failure to return the required contract documents within the time shown above shall be grounds for cancellation of this Award.

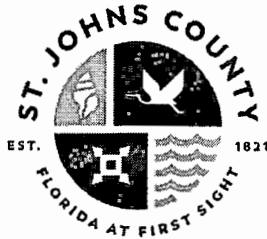
All Documents must be returned to Diana M. Fye, BAS, NIGP-CPP, CPPB, Senior Procurement Coordinator, via email to dfye@sjcfl.us. Upon signature by the County, a fully executed copy of the Contract will be returned to your firm.

Should you have any questions please don't hesitate to call Diana M. Fye at 904-209-0162.



Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
ldaniels@sjcfl.us

Date: 12/16/23



**BID NO: 24-01; Countywide Pavement Maintenance and Rehabilitation Services
Master Contract No: 23-MCC-KUD-19033]**

ACCEPTANCE OF NOTICE OF AWARD

The undersigned hereby acknowledges receipt of the Notice of Award and associated Contract Documents and certifies the intent of the awarded Bidder to perform the required services in accordance with the Contract Documents, St. Johns County Policy, as well as applicable rules, regulations and laws.

Kudzue 3 Trucking, Inc. this _____ day of _____, 2023.

By: **X** _____
Signature of Authorized Representative

Name: _____
(Please Type or Print)

Title: _____
(Please Type or Print)



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 23-MCC-KUD-19033

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **KUDZUE 3 TRUCKING, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 16500 Oakhill Road, Hilliard, FL 32046 with mailing address: P.O. Box 1799, Yulee, FL 32046, Phone: (904) 388-7838, and E-mail: lynn@kudzue3.com, for **BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders to Task Orders
- b) Field Orders signed by County’s Project Manager
- c) Notice to Proceed
- d) Bonds furnished by the Contractor
- e) Fully Executed Task Order
- f) Fully Executed Change Orders and Amendments to this Agreement
- g) This Master Construction Agreement
- h) Exhibit A – Map of Work Zones
- i) Exhibit B – Specifications
- j) Exhibit C – Basis of Compensation
- k) Exhibit D – Contractor’s Unit Pricing
- l) Insurance furnished by Contractor
- m) Bid Documents and Bid Forms with all addenda thereto for Bid No. 24-01

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a

continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in each Task Order executed by the County, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.20 Task Order: A separate written order to Contractor executed by the County, issued after execution of this Contract,

authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Countywide Pavement Maintenance and Rehabilitation Services is a multi-year Task Order based agreement requiring the Contractor to provide any and all labor, materials, equipment, and other items required in order to provide pavement/asphalt maintenance and rehabilitation services and striping/pavement marking on an as-needed basis for various roadways throughout St. Johns County, as needs are identified and funding is available. The services include but may not be limited to milling, resurfacing, pavement preservation (asphalt rejuvenation), full depth reclamation, cold in-place recycling, micro-surfacing, crack sealing, and paint and thermoplastic striping/pavement markings, and all other requirements specified in the Contract Documents.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in

accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity

provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Period

3.1.1 The Contract shall become effective upon signature by both Parties, and shall remain in effect through and until September 30, 2028 ("Contract Term"). The Contract Term, unless otherwise terminated, shall continue in full force and effect through and until September, 2028. This Contract may only be extended, by written amendment, signed by both Parties.

3.1.2 Contract Extension. The County may, in its sole discretion, unilaterally exercise an option to extend this Contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so. Any such Contract extension shall be contingent upon satisfactory performance by the Contractor and the County's availability of funding. Subject to Article VIII below, Contractor shall not increase its pricing during any such Contract extension. This Contract may otherwise only be modified upon mutual execution of an Amendment.

3.1.3 Task Order Schedule. Contractor shall commence the Work and substantially complete all Work as described in each individual Task Order. Final Completion shall be reached by or before the number of consecutive calendar days after the Substantial Completion date identified in each individual Task Order.

3.1.4 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information,

Contractor's schedule for completing the Task Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Task Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work under a Task Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Task Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the

Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Task Order, the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Task Order (if any), for each and every calendar day of unexcused delay. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to the Task Order or this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

This is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The cumulative maximum amount authorized through Task Orders issued to all awarded Contractors each fiscal year shall not exceed the annual budgeted amount, without prior written authorization by the Board of County Commissioners.

Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or

Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as

conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price

will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form

and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract

Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall

compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or “default”). In the event of Contractor’s default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor’s right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor’s facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager’s additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor’s default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence

all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death),

property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 ☐ Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 ☐ Builders Risk.

a. Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion,

disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Kudzue 3 Trucking, Inc.
P.O. Box 1799
Yulee, FL 32041
Attn: Thomas "Randy" Maloy, President
Lynn Boatwright, Office Manager
Email Address: lynn@kudzue3.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

Contractor:

Kudzue 3 Trucking, Inc. (Seal)
(Typed Name)

By: Rab mar
(Signature of Authorized Representative)

Bandy Maloy
(Printed Name)

President
(Title)

12/6/2023
(Date of Execution)

FORM 1

Task Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Task Order No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

**BID NO: 21-04; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES
MASTER CONTRACT #23-MCC-KUD-19033**

**EXHIBIT "D"
UNIT PRICE LIST**

CATEGORY "A" - MILLING					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
A-1	Milling - 1"	0 - 1,000	Sq. Yd.	\$ 4.25	\$ 4.25
	Milling - 1"	1,001 - 5,000	Sq. Yd.	\$ 4.25	\$ 4.25
	Milling - 1"	5,001 - 25,000	Sq. Yd.	\$ 3.12	\$ 3.12
	Milling - 1"	25,001 - 50,000	Sq. Yd.	\$ 3.10	\$ 3.10
	Milling - 1"	Over 50,000	Sq. Yd.	\$ 3.10	\$ 3.10
A-2	Milling - 1.5"	0 - 1,000	Sq. Yd.	\$ 4.01	\$ 4.01
	Milling - 1.5"	1,001 - 5,000	Sq. Yd.	\$ 4.01	\$ 4.01
	Milling - 1.5"	5,001 - 25,000	Sq. Yd.	\$ 3.92	\$ 3.92
	Milling - 1.5"	25,001 - 50,000	Sq. Yd.	\$ 3.47	\$ 3.47
	Milling - 1.5"	Over 50,000	Sq. Yd.	\$ 2.93	\$ 2.93
A-3	Milling - 2"	0 - 1,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 2"	1,001 - 5,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 2"	5,001 - 25,000	Sq. Yd.	\$ 4.86	\$ 4.86
	Milling - 2"	25,001 - 50,000	Sq. Yd.	\$ 4.86	\$ 4.86
	Milling - 2"	Over 50,000	Sq. Yd.	\$ 4.86	\$ 4.86
A-4	Milling - 2.5"	0 - 1,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 2.5"	1,001 - 5,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 2.5"	5,001 - 25,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 2.5"	25,001 - 50,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 2.5"	Over 50,000	Sq. Yd.	\$ 4.19	\$ 4.19
A-5	Milling - 3"	0 - 1,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 3"	1,001 - 5,000	Sq. Yd.	\$ 4.27	\$ 4.27
	Milling - 3"	5,001 - 25,000	Sq. Yd.	\$ 4.64	\$ 4.64
	Milling - 3"	25,001 - 50,000	Sq. Yd.	\$ 4.64	\$ 4.64
	Milling - 3"	Over 50,000	Sq. Yd.	\$ 4.64	\$ 4.64
A-6	Milling - 3.5"	0 - 1,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 3.5"	1,001 - 5,000	Sq. Yd.	\$ 5.90	\$ 5.90
	Milling - 3.5"	5,001 - 25,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 3.5"	25,001 - 50,000	Sq. Yd.	\$ 4.90	\$ 4.90
	Milling - 3.5"	Over 50,000	Sq. Yd.	\$ 4.90	\$ 4.90

A-7	Milling - 4"	0 - 1,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	1,001 - 5,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	5,001 - 25,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	25,001 - 50,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Milling - 4"	Over 50,000	Sq. Yd.	\$ 6.90	\$ 6.90
A-8	Milling - 5"	0 - 1,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	1,001 - 5,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	5,001 - 25,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	25,001 - 50,000	Sq. Yd.	\$ 7.90	\$ 7.90
	Milling - 5"	Over 50,000	Sq. Yd.	\$ 7.90	\$ 7.90
A-9	Milling - 6"	0 - 1,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	1,001 - 5,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	5,001 - 25,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	25,001 - 50,000	Sq. Yd.	\$ 8.90	\$ 8.90
	Milling - 6"	Over 50,000	Sq. Yd.	\$ 8.90	\$ 8.90
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 0 - 1,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 1,001 - 5,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 25,000 - 50,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - Over 50,000		Cu. Yd.	\$ (0.50)	\$ (0.50)
CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
B-1	9.5 S.P. Asphalt:	1 - 100	Ton	\$ 177.35	\$ 177.35
	9.5 S.P. Asphalt:	101 - 1,000	Ton	\$ 178.25	\$ 178.25
	9.5 S.P. Asphalt:	1,001 - 5,000	Ton	\$ 163.75	\$ 163.75
	9.5 S.P. Asphalt:	5,001 - 10,000	Ton	\$ 162.17	\$ 162.17
	9.5 S.P. Asphalt:	Over 10,000	Ton	\$ 162.17	\$ 162.17
B-2	12.5 S.P. Asphalt:	1 - 100	Ton	\$ 151.68	\$ 151.68
	12.5 S.P. Asphalt:	101 - 1,000	Ton	\$ 151.68	\$ 151.68
	12.5 S.P. Asphalt:	1,001 - 5,000	Ton	\$ 150.57	\$ 150.57
	12.5 S.P. Asphalt:	5,001 - 10,000	Ton	\$ 161.57	\$ 161.57
	12.5 S.P. Asphalt:	Over 10,000	Ton	\$ 131.16	\$ 131.16
B-3	19.0 S.P. Asphalt:	1 - 100	Ton	\$ 127.34	\$ 127.34

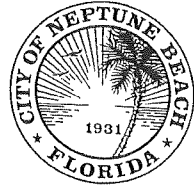
	19.0 S.P. Asphalt:	101 - 1,000	Ton	\$ 127.48	\$ 127.48
	19.0 S.P. Asphalt:	1,001 - 5,000	Ton	\$ 127.34	\$ 127.34
	19.0 S.P. Asphalt:	5,001 - 10,000	Ton	\$ 135.16	\$ 135.16
	19.0 S.P. Asphalt:	Over 10,000	Ton	\$ 135.16	\$ 135.16
B-4	9.5 F.C. Asphalt	1 - 100	Ton	\$ 184.80	\$ 184.80
	9.5 F.C. Asphalt	101 - 1,000	Ton	\$ 185.28	\$ 185.28
	9.5 F.C. Asphalt	1,001 - 5,000	Ton	\$ 184.17	\$ 184.17
	9.5 F.C. Asphalt	5,001 - 10,000	Ton	\$ 184.17	\$ 184.17
	9.5 F.C. Asphalt	Over 10,000	Ton	\$ 184.17	\$ 184.17
B-5	12.5 F.C. Asphalt:	1 - 100	Ton	\$ 183.57	\$ 183.57
	12.5 F.C. Asphalt:	101 - 1,000	Ton	\$ 183.57	\$ 183.57
	12.5 F.C. Asphalt:	1,001 - 5,000	Ton	\$ 181.59	\$ 181.59
	12.5 F.C. Asphalt:	5,001 - 10,000	Ton	\$ 181.08	\$ 181.08
	12.5 F.C. Asphalt:	Over 10,000	Ton	\$ 181.08	\$ 181.08
CATEGORY "I" - TRAFFIC LOOP REPLACEMENT					
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
I-1	Traffic Loop Replacement - Type B (FDOT Item #660-2-102)	Each	\$ 690.00	\$ 690.00	
I-2	Traffic Loop Replacement - Type F (FDOT Item #660-2-106)	Each	\$ 1,380.00	\$ 1,380.00	
I-3	Traffic Loop Replacement - Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$ 1,150.00	\$ 1,150.00	
CATEGORY "K" - VARIABLE MESSAGE BOARDS					
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
K-1	Variable Message Board	Per Board Per Day	\$ 25.88	\$ 28.88	
CATEGORY "L" - STRIPING / PAVEMENT MARKINGS					
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
L-1	STRIPING: WHITE - SOLID				
	White Solid - 4" Painted	NM	\$ 1,437.50	\$ 1,437.50	
	White Solid - 6" Painted	NM	\$ 1,552.50	\$ 1,552.50	
	White Solid - 8" Painted	LF	\$ 0.40	\$ 0.40	
	White Solid - 12" Painted	LF	\$ 1.44	\$ 1.44	

	White Solid - 18" Painted	LF	\$ 1.73	\$ 1.73
	White Solid - 24" Painted	LF	\$ 2.01	\$ 2.01
	White Solid - 4" Thermoplastic	NM	\$ 4,312.50	\$ 4,312.50
	White Solid - 6" Thermoplastic	NM	\$ 4,830.00	\$ 4,830.00
	White Solid - 8" Thermoplastic	LF	\$ 3.16	\$ 3.16
	White Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	White Solid - 18" Thermoplastic	LF	\$ 5.18	\$ 5.18
	White Solid - 24" Thermoplastic	LF	\$ 6.90	\$ 6.90
L-2	STRIPING: WHITE - SKIP			
	White Skip - 4" Painted	LF	\$ 632.50	\$ 632.50
	White Skip - 6" Painted	LF	\$ 747.50	\$ 747.50
	White Skip - 4" Thermoplastic	LF	\$ 2,587.50	\$ 2,587.50
	White Skip - 6" Thermoplastic	LF	\$ 2,875.00	\$ 2,875.00
L-3	STRIPING: YELLOW - SOLID			
	Yellow Solid - 4" Painted	NM	\$ 1,437.50	\$ 1,437.50
	Yellow Solid - 6" Painted	NM	\$ 1,552.50	\$ 1,552.50
	Yellow Solid - 8" Painted	LF	\$ 0.40	\$ 0.40
	Yellow Solid - 12" Painted	LF	\$ 1.44	\$ 1.44
	Yellow Solid - 18" Painted	LF	\$ 1.73	\$ 1.73
	Yellow Solid - 4" Thermoplastic	NM	\$ 4,312.50	\$ 4,312.50
	Yellow Solid - 6" Thermoplastic	NM	\$ 4,830.00	\$ 4,830.00
	Yellow Solid - 8" Thermoplastic	LF	\$ 3.16	\$ 3.16
	Yellow Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	Yellow Solid - 18" Thermoplastic	LF	\$ 5.18	\$ 5.18
L-4	STRIPING: YELLOW - SKIP			
	Yellow Skip - 4" Paint	GM	\$ 632.50	\$ 632.50
	Yellow Skip - 6" Paint	GM	\$ 747.50	\$ 747.50
	Yellow Skip - 4" Thermoplastic	GM	\$ 2,587.50	\$ 2,587.50
	Yellow Skip - 6" Thermoplastic	GM	\$ 2,875.00	\$ 2,875.00
L-5	STRIPING: YELLOW DOUBLE			
	Yellow Double - 4" Painted	NM	\$ 2,875.00	\$ 2,875.00
	Yellow Double - 6" Painted	NM	\$ 3,450.00	\$ 3,450.00
	Yellow Double - 4" Thermoplastic	NM	\$ 8,625.00	\$ 8,625.00
	Yellow Double - 6" Thermoplastic	NM	\$ 9,660.00	\$ 9,660.00
L-6	AUDIBLE & VIBRATORY PAVEMENT MARKINGS			
	Yellow Skip - 6" Thermoplastic	GM	\$ 4,140.00	\$ 4,140.00
	White Solid - 4" Thermoplastic	NM	\$ 7,475.00	\$ 7,475.00
	White Solid - 6" Thermoplastic	NM	\$ 8,280.00	\$ 8,280.00
L-7	PAVEMENT MARKINGS	Each		

	AHEAD - Painted	Each	\$ 97.75	\$ 97.75
	BIKE - Painted	Each	\$ 97.75	\$ 97.75
	BIKE ARROW - Painted	Each	\$ 86.25	\$ 86.25
	GOLF CROSSING - Painted	Each	\$ 230.00	\$ 230.00
	MERGE - Painted	Each	\$ 86.25	\$ 86.25
	ONLY - Painted	Each	\$ 86.25	\$ 86.25
	R/R - Painted	Each	\$ 138.00	\$ 138.00
	SCHOOL - Painted	Each	\$ 138.00	\$ 138.00
	STOP - Painted	Each	\$ 86.25	\$ 86.25
	THROUGH LANE USE ARROW - Painted	Each	\$ 86.25	\$ 86.25
	TURN AND THROUGH LANE TURN ARROW - Painted	Each	\$ 143.75	\$ 143.75
	TURN LANE USE ARROW - Painted	Each	\$ 40.25	\$ 40.25
	YIELD TRIANGLES - Painted	Each	\$ 17.25	\$ 17.25
	AHEAD - Thermoplastic	Each	\$ 230.00	\$ 230.00
	BIKE - Thermoplastic	Each	\$ 230.00	\$ 230.00
	BIKE ARROW - Thermoplastic	Each	\$ 172.50	\$ 172.50
	GOLF CROSSING - Thermoplastic	Each	\$ 402.50	\$ 402.50
	MERGE - Thermoplastic	Each	\$ 230.00	\$ 230.00
	ONLY - Thermoplastic	Each	\$ 230.00	\$ 230.00
	R/R - Thermoplastic	Each	\$ 287.50	\$ 287.50
	SCHOOL - Thermoplastic	Each	\$ 287.50	\$ 287.50
	STOP - Thermoplastic	Each	\$ 230.00	\$ 230.00
	THROUGH LANE USE ARROW - Thermoplastic	Each	\$ 143.75	\$ 143.75
	TURN AND THROUGH LANE TURN ARROW – Thermoplastic	Each	\$ 97.75	\$ 97.75
	TURN LANE USE ARROW - Thermoplastic	Each	\$ 97.75	\$ 97.75
	YIELD TRIANGLES - Thermoplastic	Each	\$ 40.25	\$ 40.25
L-8	REFLECTIVE PAVEMENT MARKERS			
	Bi-Directional, Amber	Each	\$ 5.18	\$ 5.18
	Mono-Directional Colorless	Each	\$ 5.18	\$ 5.18
	Bi-Directional, White/Red	Each	\$ 5.18	\$ 5.18
L-9	MISCELLANEOUS			
	Manhole Adjustment	Each	\$ 1,000.00	\$ 1,000.00
	Manhole Valve Adjustment	Each	\$ 850.00	\$ 850.00
	Mailbox Relocation	Each	\$ 50.00	\$ 50.00
	Removal of Existing Marking	SF	\$ 4.60	\$ 4.60
	Preform Thermoplastic 12"	LF	\$ 9.78	\$ 9.78
	Preform Thermoplastic 24"	LF	\$ 17.25	\$ 17.25
	Off-Duty Law Enforcement Officer	HR	\$ 85.00	\$ 85.00

CATEGORY "P" - TASK ORDER PERFORMANCE AND PAYMENT BOND			
Item #	Item Description	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
		Unit Price	Unit Price
P-1	Task Order Performance and Payment Bond Cost Not to Exceed 2% of Task Order (For Project Task Orders Costing \$100,000.00 and greater.)	2%	2%

City of
Neptune Beach



Date: 14 May 2024

I Renee Faure am understanding and agreeing to reimburse The City of Neptune Beach in the amount of \$1,365.12 for paving and resurfacing of the stamped concrete parking pad located in the Right of Way on Myrtle Street. The parking pad is located to the North of 600 Second Street, Neptune Beach, Florida 32266 along Myrtle Street located in the CONB Right of Way. I do understand this will be an asphalt finish and will appear as the road surface. I do understand the stamped concrete will be covered in its entirety. I do understand The City of Neptune Beach and its contractors will be completing this work and will need access to the parking pad for the duration of construction. I do understand failure to make payment could result in legal action. I R Faure am the owner of the property located at 600 Second Street, Neptune Beach, Florida 32266 and am authorized to sign this form. I also understand that I am responsible to and do indemnify and hold harmless the City of Neptune Beach for placing of improvements in the right of way pursuant to Section 18-4 of the City's Code of Ordinances.

Signature of Homeowner

Signature of CONB Representative

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

KUDZUE 3

Trucking & Paving

P.O. Box 1799
Yulee, FL 32041

Office (904) 388-7838
Fax (912) 576-3314



PROJECT COST ESTIMATE

To:	City of Neptune Beach 116 First Street Neptune Beach, Florida 32266		Project:	City of Neptune Beach SJC Contract Rider	
Attn:	Ryan Shaneyfelt		Location:	Myrtle Street Driveway overlay Neptune Beach	
Phone:	(904) 270-2423		Date:	Monday, April 29, 2024	
Cell:	(904) 749-0069		Revision:	Date:	
Email:	rshaneyfelt@nbfl.us				
Quantity	Unit	Description	Unit Price	Subtotal	
9	ton	Myrtle Street Driveway Concrete Overlay 2" +/- SP 12.5 Overlay	\$151.68	\$	1,365.12
		subtotal		\$	1,365.12
			TOTAL AMOUNT:		
			\$	1,365.12	

TOTAL AMOUNT:	\$	1,365.12
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This Estimate is subject to the following **TERMS AND CONDITIONS:**

QUANTITIES: The above noted quantities may not reflect the actual amount required for this project. These quantities are based on our best interpretation of the information provided and are to be used for estimation purposes only. Materials will be tracked during the project and invoiced at the unit price indicated.

INCLUDES: One mobilization - Additional mobilizations are \$2,300.00 each, unless noted otherwise.

EXCLUDES: 'MOT' (maintenance of traffic), striping, signage, testing, and prime are the responsibility of the contractor/owner unless noted otherwise.

IMPORTANT: Kudzue 3 is not responsible for failure of final products due to yielding, uneven base compaction, or irregularities in the base exceeding 1/4". No guarantee of drainage can be given for a rate of fall less than 2% slope. Acceptance of the prepared base following inspection by Kudzue 3 foreman is required prior to installation. Mobilization to a jobsite on which the base is rejected may require additional mobilization fees to return after correction. Proposed work will be performed according to industry standards and to the specifications quoted in this estimate.

PRICING: Prices shown represent estimated pricing for the periods indicated. Contracts not fully executed may be revoked after a period of thirty (30) days from the indicated date of this cost estimate.

FINANCE CHARGES / INTEREST: Customer will receive an invoice for the work performed. Customer must pay the entire amount within thirty (30) days from invoice date. If the balance is not paid within sixty (60) days from the invoice date interest will accrue on that unpaid amount at the highest rate allowable by law.

ATTORNEY'S FEES: If Kudzue 3 Trucking & Paving employs an attorney to enforce any provision of Customer's contract or invoice, to defend any action brought by the Customer, its agents, or employees against Kudzue 3 Trucking & Paving, or to collect any payment due to Kudzue 3 Trucking & Paving from Customer, whether or not suit is instituted, Kudzue 3 Trucking & Paving will be entitled to recover from Customer all costs and expenses incurred, including a reasonable attorney's fee.

PERSONAL GUARANTY: The person signing this Terms and Conditions page on behalf of the Customer, personally and individually, guarantees the full and prompt performance of the Customer and the payment of all sums due to Kudzue 3 Trucking & Paving. The term "Customer" (as used in these *Terms and Conditions*) will include the guarantor and any other party to this Contract or invoice; all waivers are equally applicable to those persons.

ACKNOWLEDGEMENT: By signing and delivering this document, you expressly acknowledge and agree that you have read, understood, and accept the terms and conditions as stated. No work will be scheduled without this agreement being executed and on file at Kudzue 3's home office.

Print Name and Title: _____

Signature: _____ **Date:** _____

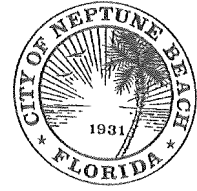


**Special Meeting
Agenda Item #5
Water Tower Fencing**

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

AGENDA ITEM:	Water Tower Property Fencing Replacement
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	July 8, 2024
BACKGROUND:	Fencing at the water tower is approximately 30 years old and is failing in certain locations. Bids were solicited in May 2024 and five responses were received. Armstrong Fence Company was the most responsive bidder. Although Perimeter Solutions group was the apparent low bidder, they did not comply with complete bid rules or submittals. Bids received: • Perimeter Solutions Group - \$29,281.64 • Armstrong Fence Company - \$30,835.20 • East Coast Fence & Sons, LLC - \$34,718.15 • George P Coyle & Sons, Inc. - \$36,535.00 • SWI Fence, LLC - \$40,090.00
BUDGET:	As of July 8, 2024, FY24 revised budget for Water Services 401-4336-536-60-63 Improvements – Not Buildings is \$1,557,670.00 with \$1,372,965.63 remaining.
RECOMMENDATION:	Award to Armstrong Fencing Company for replacement of subject fencing in the amount of \$30,835.20.
ATTACHMENT:	• Contractor bids

City of Neptune Beach



Date: 29 April, 2024

Bid Due Date: Wednesday, May 29, 2024, 2PM Local Time

Project Name: Water Tower Fencing Replacement

Project Location: 1323 Florida Boulevard, Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt: Email: rshaneyfelt@nbfl.us Mobile: 904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for Fencing Replacement Project at The City of Neptune Beach Water Tower located at 1323 Florida Boulevard, Neptune Beach Florida, 32266. The removal, replacement of the fencing and all costs associated should be in the official bid. Please include a resume of past projects of this scope to include references and contact information for references. Please include number of years in industry. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Charge," or "Not Applicable" may be entered. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. All measurements are approximate, we would urge potential bidders to do their own due diligence on measurements. We would encourage all potential bidders to visit the site by appointment only. Please contact Ryan Shaneyfelt via email or phone to schedule prior to entering Neptune Beach owned assets. The duration of this bid will be thirty (30) days. All bids are final and are due no later than 2 pm on 29 May 2024. No electronic bids will be accepted. All bids are to be sealed and hand delivered in triplicate prior to the date and time listed above. Bids can be delivered at Neptune Beach City Hall 116 First St. Neptune Beach Florida 32266 ATTN: City Clerk. All bids are to include all applicable licenses and insurances. The City of Neptune Beach reserves the right to reject or accept bids for any reason. Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. **Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2024-04 Water Tower Fencing Replacement Project to be opened at 2:00 p.m., local time, Wednesday, May 29, 2024" addressed to the City Clerk, 116 1st St., Neptune Beach, FL 32266, so as to guard against opening prior to the date and time set therefor.**

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
✓	Provide and install 363' of 8' High PVC coated chain link fence black in color		
✓	8 Gauge finish chain link 2" mesh black in color		
✓	4" Gate post		
✓	2 7/8" terminals		
✓	2 3/8" Line post		
✓	1 5/8" Top rail		
✓	2- 4-Foot walk gates 1 7/8" A40 frame		
✓	1-5-Foot walk gate 1 7/8" A40 frame		
✓	1-13-foot double drive gate 1 7/8 A40 frame		
✓	All Powder coated materials black in color		
✓	Posts to be set in concrete		
✓	Fabric to be secured with Prison ties		
✓	8-Foot privacy slats black in color		
✓	1089 Feet of barbwire		
✓	Removal and haul off old material		
TOTAL			29,281.64

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

This Bid is offered by:

Bidder: Perimeter Solutions Group
(typed or printed name of organization)

By: Rhett Schmalmaack
(individual's signature)

Date: 5/15/2024
(date signed)

Name: Rhett Schmalmaack
(typed or printed)

Title: Project Manager

Email: rhett@sterlingenterprisesllc.com

Phone: 386-564-5079

Address: PO Box 714, Lake Helen FL 32744

(typed or printed)

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

Attest: 
(individual's signature)

Title: President
(typed or printed)

Address for giving notices:

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418



Perimeter Solutions Group
PO Box 714
Lake Helen, FL 32744
P (386) 532-2100
info@sterlingenterprisesllc.com
sterlingenterprisesllc.com

Proposal

ID BID2024-00610
Date: 5/8/2024

Water Tower Fence

Client City of Neptune Beach

Sales Person Rhett Schmalmaack

#	Product	Price / Rate	Qty / Hrs	Total
1	Fence Installation <i>Installation of 367 linear feet of 8' black chain link fencing with barbed wire. Includes two 4' walk gates and one 13' double drive gate. Also includes slats.</i>	71.19	367	26,126.73
2	Temporary Fencing <i>Installation and removal of temporary fencing to allow for demolition of existing fence.</i>	4.10	367	1,504.70
3	Demolition <i>Removal and disposal of 367 linear feet of existing fence.</i>	4.50	367	1,651.50
				29,282.93

Signatures

Summary

Subtotal 29,282.93
Tax 0.00

Signature

Print Name & Title

Date

Total 29,282.93

Inclusions

PRICE IS VALID FOR 7 CALENDAR DAYS DUE TO SUPPLY CHAIN & FUEL PRICING VOLATILITY

Exclusions

- 1) SURVEYING PROPERTY LINES OR FENCE LINE STAKING.
- 2) FENCE LINE PREPARATION INCLUDING: SITE WORK, CLEARING, MOVING, AND GRADING.
- 3) LOCATING OR RELOCATION OF PRIVATE UNDERGROUND UTILITIES BEYOND SCOPE OF 811.
- 4) REPAIR, REPLACEMENT, RELOCATION, OR RE-INSTALLATION OF ADJACENT OR CONFLICTING LANDSCAPING, SOD, OR UNDERGROUND UTILITIES.
- 5) REMOVAL OF CONCEALED BELOW GRADE CONDITIONS INCLUDING: ROOTS, STUMPS, LANDSCAPE/CONSTRUCTION DEBRIS, BURIED SLABS/ASPHALT, OR OTHER INORGANIC MATERIAL.

Terms & Conditions

TERMS:

- 1) PAYMENT OF INVOICES IS DUE UPON COMPLETION OF THE WORK.
- 2) IF WAIVER OF SUBROGATION IS REQUIRED, ADD \$350.00 TO TOTAL.
- 3) CLIENT AGREES TO PROVIDE PSG ACCESS TO THE WORK AREA FOR A DEFINED PERIOD OF TIME. IF THE CLIENT FAILS TO MAKE THE WORK AREA ACCESSIBLE/AVAILABLE THE CLIENT AGREES TO COMPENSATE PSG FOR RE-MOBILIZATION AND OTHER COSTS ASSOCIATED WITH THE DELAY.
- 4) WARRANTY - THE WORK IS COVERED BY 1-YEAR WARRANTY FOR WORKMANSHIP, WHICH DOES NOT INCLUDE UNUSUAL WEATHER EVENTS, ACTS OF GOD, OR WORK CONTRACTED BY THE CLIENT, PERFORMED BY OTHERS IN THE SAME AREA/PROPERTY/PROJECT. THE FENCE PRODUCTS THEMSELVES IS COVERED UNDER A SEPARATE MANUFACTURER'S WARRANTY.
- 5) WOOD DISCLAIMER - WOOD FENCING IS A NATURAL PRODUCT THAT IN HARSH/HUMID WEATHER CAN FADE WARP, ROT, SPLINTER, AND SHRINK AND THESE MATERIALS ARE NOT COVERED BY A MANUFACTURER'S WARRANTY.
- 6) PSG ASSUMES NO LIABILITY FOR PROBLEMS AND DAMAGE DUE TO: NATURAL CAUSES, UNKNOWN/CONCEALED BELOW GROUND CONDITIONS.
- 7) FORCE MAJEURE - PSG'S AGREED TO PERFORMANCE OBLIGATIONS ARE NULLIFIED WHEN CERTAIN EVENTS/CIRCUMSTANCES OCCUR BEYOND PSG'S CONTROL INCLUDING:
 - *ACTS OF GOD, SUCH AS SEVERE ACTS OF NATURE OR WEATHER EVENTS INCLUDING FLOODS, FIRES, EARTHQUAKES, NAMED STORMS, OR EXPLOSIONS.
 - *WAR, ACTS OF TERRORISM, EPIDEMICS, OR PANDEMICS.
 - *ACTS OF GOVERNMENTAL AUTHORITIES
 - *STRIKES AND LABOR DISPUTES

City of Neptune Beach



Date: 29 April, 2024

Bid Due Date: Wednesday, May 29, 2024, 2PM Local Time

Project Name: Water Tower Fencing Replacement

Project Location: 1323 Florida Boulevard, Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt: Email: rshaneyfelt@nbfl.us Mobile: 904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for Fencing Replacement Project at The City of Neptune Beach Water Tower located at 1323 Florida Boulevard, Neptune Beach Florida, 32266. The removal, replacement of the fencing and all costs associated should be in the official bid. Please include a resume of past projects of this scope to include references and contact information for references. Please include number of years in industry. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Charge," or "Not Applicable" may be entered. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. All measurements are approximate, we would urge potential bidders to do their own due diligence on measurements. We would encourage all potential bidders to visit the site by appointment only. Please contact Ryan Shaneyfelt via email or phone to schedule prior to entering Neptune Beach owned assets. The duration of this bid will be thirty (30) days. All bids are final and are due no later than 2 pm on 29 May 2024. No electronic bids will be accepted. All bids are to be sealed and hand delivered in triplicate prior to the date and time listed above. Bids can be delivered at Neptune Beach City Hall 116 First St. Neptune Beach Florida 32266 ATTN: City Clerk. All bids are to include all applicable licenses and insurances. The City of Neptune Beach reserves the right to reject or accept bids for any reason. Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. **Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2024-04 Water Tower Fencing Replacement Project to be opened at 2:00 p.m., local time, Wednesday, May 29, 2024" addressed to the City Clerk, 116 1st St., Neptune Beach, FL. 32266, so as to guard against opening prior to the date and time set therefor.**

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
363	Provide and install 363' of 8' High PVC coated chain link fence black in color	7.28	2642.64
	8 Gauge finish chain link 2" mesh black in color	NA	NA
2	4" Gate post	143.30	286.60
12	2 7/8" terminals	107.47	1289.64
36	2 3/8" Line post	59.72	2149.92
378	1 5/8" Top rail	2.64	997.92
	2- 4-Foot walk gates 1 7/8" A40 frame	435	870.00
	1-5-Foot walk gate 1 7/8" A40 frame	625	625.00
	1-13-foot double drive gate 1 7/8 A40 frame	1150.00	1150.00
	All Powder coated materials black in color	NA	NA
	Posts to be set in concrete	No Charge	No Charge
	Fabric to be secured with Prison ties	NA	NA
390'	8-Foot privacy slats black in color	7.18	2800.20
1089	1089 Feet of barbwire	.90	980.10
	Removal and haul off old material	No Charge	No Charge
TOTAL			30,835.20

Full Breakdown
Attached

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

Armstrong Fence Co / JEA Quote Sheet

JOB NAME:		CITY OF NEPTUNE BEACH		DAT	1/14/2024								
CONTACT:				W/O									
Item number	Quantity	Description		Unit	Unit Price	2022 CPI	2022 Unit Price	2023 CPI	2023 Unit Price	2024 CPI	2024 Price Increase	2024 Unit Price	Final Total
33	390	8' PVT MAXI-SLATS INSERTS, ALL COLORS		L.F.	\$ 6.00	6.80%	\$ 6.41	7.11%	\$ 6.87	4.39%	\$ 0.30	\$ 7.18	\$ 2,800.20
37	363	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE		L.F.	\$ 6.10	6.80%	\$ 6.51	7.11%	\$ 6.97	4.39%	\$ 0.31	\$ 7.28	\$ 2,642.64
38	363	TENSION WIRE, 7 AWG, GALV, VINYL COATED		L.F.	\$ 0.40	6.80%	\$ 0.43	7.11%	\$ 0.46	4.39%	\$ 0.02	\$ 0.49	\$ 177.87
39	1089	TOP GUARD, (3) STRANDS BARBED WIRE, GALV, VINYL COATED		L.F.	\$ 0.75	6.80%	\$ 0.80	7.11%	\$ 0.86	4.39%	\$ 0.04	\$ 0.90	\$ 980.10
40	36	TOP GUARD, ANGLE ARM BRACKET, GALV, VINYL COATED		EACH	\$ 3.75	6.80%	\$ 4.01	7.11%	\$ 4.30	4.39%	\$ 0.19	\$ 4.49	\$ 161.64
41	378	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED		L.F.	\$ 2.20	6.80%	\$ 2.35	7.11%	\$ 2.52	4.39%	\$ 0.11	\$ 2.64	\$ 997.92
43	12	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	\$ 90.00	6.80%	\$ 96.12	7.11%	\$ 102.95	4.39%	\$ 4.52	\$ 107.47	\$ 1,289.64
45	36	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	\$ 50.00	6.80%	\$ 53.40	7.11%	\$ 57.20	4.39%	\$ 2.51	\$ 59.72	\$ 2,149.92
47	2	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED		EACH	\$ 120.00	6.80%	\$ 128.16	7.11%	\$ 137.27	4.39%	\$ 6.03	\$ 143.30	\$ 286.60
48	10	4" GATE HINGE, BULLDOG, GALV, VINYL COATED		EACH	\$ 15.00	6.80%	\$ 16.02	7.11%	\$ 17.16	4.39%	\$ 0.75	\$ 17.92	\$ 179.20
		TOTAL CONTRACT MATERIAL ITEMS										\$	11,665.73
LABOR													
	80	FENCE INSTALLATION FOREMAN		HRS	\$40.00	6.80%	\$42.72	7.11%	\$45.76	4.39%	\$ 2.01	\$47.77	\$ 3,821.60
	320	FENCE INSTALLATION HELPER		HRS	\$30.00	6.80%	\$32.04	7.11%	\$34.32	4.39%	\$ 1.51	\$35.83	\$ 11,465.60
		FENCE INSTALLATION FOREMAN / EMERGENCY HOURS		HRS	\$60.00	6.80%	\$64.08	7.11%	\$68.64	4.39%	\$ 3.01	\$71.66	\$ -
		FENCE INSTALLATION HELPER / EMERGENCY HOURS		HRS	\$45.00	6.80%	\$48.06	7.11%	\$51.48	4.39%	\$ 2.26	\$53.74	\$ -
	32	PROJECT MANAGER		HRS	\$25.00	6.80%	\$26.70	7.11%	\$28.60	4.39%	\$ 1.26	\$29.86	\$ 955.52
		TOTAL CONTRACT LABOR ITEMS										\$	16,242.72
NON CONTRACT ITEMS / OUR COST													
NON	2	4' x 8+1 SINGLE GATE										\$435.00	\$ 870.00
NON	1	5' X 8+1 SINGLE GATE										\$525.00	\$ 525.00
NON	1	13' X 8+1 DOUBLE GATE										\$1,150.00	\$ 1,150.00
												\$	-
		SUBTOTAL NON CONTRACT ITEMS										\$	2,545.00
		MARKUP 15% ON NON CONTRACT ITEMS										\$	381.75
		TOTAL NON CONTRACT ITEMS										\$	2,926.75
					TOTAL ESTIMATE							\$	30,835.20
PROJECT SCOPE													

This Bid is offered by:

Bidder:

Armstrong Fence Company

(typed or printed name of organization)

By:

Chris Puckett

(individual's signature)

Date:

5/29/24

(date signed)

Name:

Chris Puckett

(typed or printed)

Title:

Project manager / sales

Email:

Cpuckett@Armstrong-Fence.com

Phone:

904-536-8837

Address:

3226 Tallgrass Ave 32206 Jacksonville FL

(typed or printed)

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

Attest:

Sfanni Butte

(individual's signature)

Title:

mgr

(typed or printed)

Address for giving notices:

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418



ARMSFEN-01

PATILI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2024

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

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

PRODUCER Insurance Office of America 1 Steiman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME: Debby Adams	
	PHONE (A/C, No, Ext): (904) 398-2916	FAX (A/C, No):
INSURED Armstrong Fence Co. 3226 Talleyrand Ave Jacksonville, FL 32206	E-MAIL ADDRESS: debby.adams@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Southern-Owners Insurance Company	
	INSURER B: Auto-Owners Insurance Company	
	INSURER C: Technology Insurance Company, Inc.	
	INSURER D: Travelers Property Casualty Insurance Company	
INSURER E: Westchester Fire Insurance Company		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			78463295	4/20/2024	4/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			49-219439-00	4/20/2024	4/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			49-219439-01	4/20/2024	4/20/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4406700	4/20/2024	4/20/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			QT-630-1S911621-TIL-24	4/20/2024	4/20/2025	Installation Floater 200,000
E	Pollution			G74293530 001	4/10/2024	4/10/2025	Pollution 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

City of Neptune Beach
116 First St
Neptune Beach, FL 32266

Neptune Beach References

Milton J Wood:

GE UNISON

CTimpe@mjwood.com

904-353-5527

JEA:

Ponte Vedra WRF

sumnmk@jea.com

Matt Summers

904-665-4798

City of
Neptune Beach



Date: 29 April, 2024

Bid Due Date: Wednesday, May 29, 2024, 2PM Local Time

Project Name: Water Tower Fencing Replacement

Project Location: 1323 Florida Boulevard, Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt: Email: rshaneyfelt@nbfl.us Mobile:
904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for Fencing Replacement Project at The City of Neptune Beach Water Tower located at 1323 Florida Boulevard, Neptune Beach Florida, 32266. The removal, replacement of the fencing and all costs associated should be in the official bid. Please include a resume of past projects of this scope to include references and contact information for references. Please include number of years in industry. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Charge," or "Not Applicable" may be entered. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. All measurements are approximate, we would urge potential bidders to do their own due diligence on measurements. We would encourage all potential bidders to visit the site by appointment only. Please contact Ryan Shaneyfelt via email or phone to schedule prior to entering Neptune Beach owned assets. The duration of this bid will be thirty (30) days. All bids are final and are due no later than 2 pm on 29 May 2024. No electronic bids will be accepted. All bids are to be sealed and hand delivered in triplicate prior to the date and time listed above. Bids can be delivered at Neptune Beach City Hall 116 First St. Neptune Beach Florida 32266 ATTN: City Clerk. All bids are to include all applicable licenses and insurances. The City of Neptune Beach reserves the right to reject or accept bids for any reason. Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. **Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2024-04 Water Tower Fencing Replacement Project to be opened at 2:00 p.m., local time, Wednesday, May 29, 2024" addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefor.**

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide and install 363' of 8' High PVC coated chain link fence black in color	\$82.64	\$30,000
	8 Gauge finish chain link 2" mesh black in color	\$5.57 per ft	\$2,230
	4" Gate post	\$98.65	\$789.20
	2 7/8" terminals	\$68.25	\$273.03
	2 3/8" Line post	\$53.36	\$1,974.48
	1 5/8" Top rail	\$2.34 per ft	\$884.82
	2-4-Foot walk gates 1 7/8" A40 frame	\$438.42	\$816.84
	1-5-Foot walk gate 1 7/8" A40 frame	\$480.15	\$480.15
	1-13-foot double drive gate 1 7/8 A40 frame	\$1,030.55	\$1,030.55
	All Powder coated materials black in color	Total for All	\$13,887.26
	Posts to be set in concrete	total for All	\$205.80
	Fabric to be secured with Prison ties	\$0.17	\$68.46
	8-Foot privacy slats black in color	\$66.18	\$2,514.84
	1089 Feet of barbwire	\$0.14	\$160.19
	Removal and haul off old material		\$4,718.15
TOTAL			34,718.15

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

This Bid is offered by:

Bidder: East Coast Fence and Sons, LLC
(typed or printed name of organization)

By: Taylor Kast
(individual's signature)

Date: May 13, 2024
(date signed)

Name: Taylor Kast
(typed or printed)

Title: Owner

Email: EastCoastFenceandSons@gmail.com

Phone: 386-530-9105

Address: 101 Carriage Way, Palatka, FL, 32177

(typed or printed)

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

Attest: James C. Kest
(individual's signature)

Title: Owner
(typed or printed)

Address for giving notices: 101 Carriage Way
Palatka, FL, 32177

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

City of
Neptune Beach



Date: 29 April, 2024

Bid Due Date: Wednesday, May 29, 2024, 2PM Local Time

Project Name: Water Tower Fencing Replacement

Project Location: 1323 Florida Boulevard, Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt: Email: rshaneyfelt@nbfl.us Mobile: 904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for Fencing Replacement Project at The City of Neptune Beach Water Tower located at 1323 Florida Boulevard, Neptune Beach Florida, 32266. The removal, replacement of the fencing and all costs associated should be in the official bid. Please include a resume of past projects of this scope to include references and contact information for references. Please include number of years in industry. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Charge," or "Not Applicable" may be entered. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. All measurements are approximate, we would urge potential bidders to do their own due diligence on measurements. We would encourage all potential bidders to visit the site by appointment only. Please contact Ryan Shaneyfelt via email or phone to schedule prior to entering Neptune Beach owned assets. The duration of this bid will be thirty (30) days. All bids are final and are due no later than 2 pm on 29 May 2024. No electronic bids will be accepted. All bids are to be sealed and hand delivered in triplicate prior to the date and time listed above. Bids can be delivered at Neptune Beach City Hall 116 First St. Neptune Beach Florida 32266 ATTN: City Clerk. All bids are to include all applicable licenses and insurances. The City of Neptune Beach reserves the right to reject or accept bids for any reason. Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. **Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2024-04 Water Tower Fencing Replacement Project to be opened at 2:00 p.m., local time, Wednesday, May 29, 2024" addressed to the City Clerk, 116 1st St., Neptune Beach, FL 32266, so as to guard against opening prior to the date and time set therefor.**

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Provide and install 363' of 8' High PVC coated chain link fence black in color	\$36,535.00	\$36,535.00
1	8 Gauge finish chain link 2" mesh black in color		No Change
8	4" Gate post		No Change
4	2 7/8" terminals		No Change
30	2 3/8" Line post		No Change
363'	1 5/8" Top rail		No Change
1	2- 4-Foot walk gates 1 7/8" A40 frame		No Change
1	1-5-Foot walk gate 1 7/8" A40 frame		No Change
1	1-13-foot double drive gate 1 7/8 A40 frame		No Change
1	All Powder coated materials black in color		No Change
42	Posts to be set in concrete		No Change
363'	Fabric to be secured with Prison ties		No Change
363'	8-Foot privacy slats black in color		No Change
1	1089 Feet of barbwire		No Change
1	Removal and haul off old material		No Change
TOTAL			\$36,535.00

Public Works

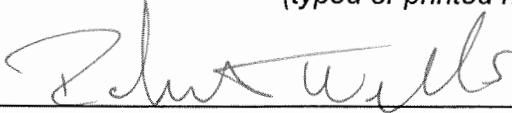
2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

This Bid is offered by:

Bidder: George P Coyle and Sons, Inc

(typed or printed name of organization)

By:



(individual's signature)

Date: 5/15/2024

(date signed)

Name: Robert Wells

(typed or printed)

Title: Operations Manager

Email: rwells@coyle-and-sons.com

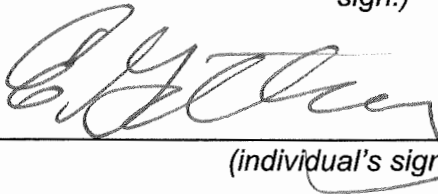
Phone: 904-356-4821

Address: 2361 Dennis St, Jacksonville, FL, 32204

(typed or printed)

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

Attest:



(individual's signature)

Title:

OWNER

(typed or printed)

Address for giving notices:

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

Proposal - Contract - Invoice

RW0524013

George P Coyle and Sons



FENCING
BUILDING SPECIALTIES
ROLLING STEEL DOORS

2361 Dennis St
Jacksonville, FL 32203
(904) 356-4821

Customer	City of Neptune Beach				Date	5/16/2024
Billing Address	116 1st St	City	Neptune Beach	State	FL	Zip 32266
Office Phone		Office Fax		Source		
Cell Phone		Email				
Job Location	CONB Bid No. 2024-04 Water Tower Fencing Replacement Project					

We propose to furnish all labor and material to perform the following work listed below:

Furnish and install approximately 363' of 8' tall x 8-gauge class 2B, Black Vinyl Chain link fence with top rail, three strands of barbed wire, bottom tension wire, braces with truss rods and black privacy slats. Included is (2) 4' wide walk gates, (1) 5' wide walk gate and (1) 13' wide double swing gate. Fence to be constructed using 1 5/8" OD top rail, brace rail and gate frames, 2 1/2" OD line/intermediate posts spaced at 10' on center max, 3" Terminal/Corner posts, and 4" Gate posts. All framework is 40wt polyester coated industrial pipe, all posts to have concrete footings. Included is removal and disposal of existing perimeter fence and gates. Price based on installing fence outside of current location to keep area secure during construction of new fence.

\$36,535.00

Price does not include grounding

Terms: All accounts past due are subject to a service charge. Should action be brought to collect any sums past due George P Coyle and Sons; Inc shall be entitled to recover collection costs, court costs and attorney's fees. Invoices not paid in full void any and all warranties and all materials remain the property of George P Coyle and Sons; Inc until amount invoices are paid in full.

Conditions: Installations and workmanship will be consistent with the generally recognized standards in the industry. George P Coyle and Sons; Inc shall not be responsible for damage or delays due to strikes, fires, accidents, weather, seasonal business conditions, soil conditions, late shipment of materials or other causes beyond our reasonable control. However, all efforts will be made to complete work on time. George P Coyle and Sons; Inc is not responsible for compensation to the customer for any consequential damages including but not limited to lost from work. This agreement when accepted by the customer named above shall become a contract under the laws of the state in which the job is located and shall be so construed. All changes or alterations in measurements or materials will be treated as an entirely new contract. If installation is suspended a the purchaser's request the ensuing expense for time and travel and/or the installer to complete the job, is to be paid by purchaser. In consideration of price herein quoted, the purchaser agrees that the fence lines will be clear of all obstructions and that the line will be properly marked by him, by stakes or otherwise. The removal of rocks larger than holes being dug, tree roots, buried foundations, debris, shale or other obstructions, will be added to the contract price, as an additional cost to the purchaser. There are no warranties expressed or implied including the warranty of merchantability on materials used in the construction of the above proposal except those warranties extended by the manufacturer. No refund on non-stock materials. Due to Lumber being a product of nature, we cannot warranty warping, splitting or cracking of any and all wood products. Rust may also appear on gate hardware. Price is figured with standard labor rates unless otherwise noted. No drilling, sawing, blasting is figured in this quote. Price is good for 30 days. A signed copy of this proposal must be received before any work can begin. All lay-out by others. All Permits and/or license by others. George P Coyle and Sons; Inc assumes no responsibility for underground utilities, public or private, drain lines, dog containment wires, sprinkler systems, pool or hot tub water or electric lines, landscaping, sod or the like. Our employees are fully covered by workers' compensation insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

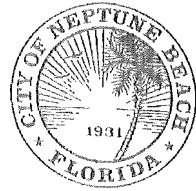
Signature _____

George P Coyle and Sons; Inc

Date of Acceptance _____

By Robert Wells

City of
Neptune Beach



Date: 29 April, 2024

Bid Due Date: Wednesday, May 29, 2024, 2PM Local Time

Project Name: Water Tower Fencing Replacement

Project Location: 1323 Florida Boulevard, Neptune Beach Florida, 32266

Project Manager: Ryan Shaneyfelt: Email: rshaneyfelt@nbfl.us Mobile: 904-749-0069

NOTICE IS HEREBY GIVEN that the City of Neptune Beach will be accepting sealed bids in triplicate for Fencing Replacement Project at The City of Neptune Beach Water Tower located at 1323 Florida Boulevard, Neptune Beach Florida, 32266. The removal, replacement of the fencing and all costs associated should be in the official bid. Please include a resume of past projects of this scope to include references and contact information for references. Please include number of years in industry. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Charge," or "Not Applicable" may be entered. The selected bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. All measurements are approximate, we would urge potential bidders to do their own due diligence on measurements. We would encourage all potential bidders to visit the site by appointment only. Please contact Ryan Shaneyfelt via email or phone to schedule prior to entering Neptune Beach owned assets. The duration of this bid will be thirty (30) days. All bids are final and are due no later than 2 pm on 29 May 2024. No electronic bids will be accepted. All bids are to be sealed and hand delivered in triplicate prior to the date and time listed above. Bids can be delivered at Neptune Beach City Hall 116 First St. Neptune Beach Florida 32266 ATTN: City Clerk. All bids are to include all applicable licenses and insurances. The City of Neptune Beach reserves the right to reject or accept bids for any reason. Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. **Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2024-04 Water Tower Fencing Replacement Project to be opened at 2:00 p.m., local time, Wednesday, May 29, 2024" addressed to the City Clerk, 116 1st St., Neptune Beach, FL 32266, so as to guard against opening prior to the date and time set therefor.**

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide and install 363' of 8' High PVC coated chain link fence black in color	363'	\$16,363.36
	8 Gauge finish chain link 2" mesh black in color	363'	\$2,724.80
	4" Gate post	2	\$303.14
	2 7/8" terminals	10	\$1,048.71
	2 3/8" Line post	33	\$2,616.47
	1 5/8" Top rail	504'	\$1,878.72
	2- 4-Foot walk gates 1 7/8" A40 frame	2 gats	\$1,484.21
	1-5-Foot walk gate 1 7/8" A40 frame	1 gate	\$797.79
	1-13-foot double drive gate 1 7/8 A40 frame	1 gate	\$1,841.23
	All Powder coated materials black in color	ALL	\$0
	Posts to be set in concrete	45 post	1,096.55
	Fabric to be secured with Prison ties	600 ties	\$77.10
	8-Foot privacy slats black in color	37 Bags	\$5,441.14
	1089 Feet of barbwire	1089'	\$1,556.78
	Removal and haul off old material	363'	\$2,860
TOTAL			\$40,090

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

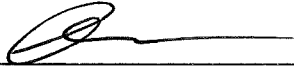
This Bid is offered by:

Bidder:

SWI FENCE, LLC

(typed or printed name of organization)

By:



(individual's signature)

Date:

5/29/2024

(date signed)

Name:

Amber Lundt

(typed or printed)

Title:

General Manager

Email:

Amber@swiflorida.com

Phone:

904-502-4361

Address: 1020 State Road, Saint Augustine, FL, 32084

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Public Works

2010 Forest Ave • Neptune Beach, Florida 32266
(904) 270-2423 • FAX (904) 270-2418

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

SWI FENCE, LLC

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☒ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1020 STATE RD 16

6 City, state, and ZIP code

SAINT AUGUSTINE, FLORIDA, 32086

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 7 - 2 3 9 4 8 5 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 03/12/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

This Receipt is issued pursuant to
County ordinance 87-36

**2023/2024 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1090024
EXPIRES September 30, 2024

Business Type Fence
Location 5202 Crescent Technical Ct # 5
St Augustine FL 32086

**New Business
Transfer**

Business Name SWI Fence LLC

Owner Name SWI Fence LLC

**Mailing
Address** 701 Casco Way
St. Augustine FL 32086



Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2022-8512144 on 07/20/23 for \$22.00

Workshop Agenda Item 7A

CITY OF NEPTUNE BEACH POLICE OFFICERS' RETIREMENT SYSTEM

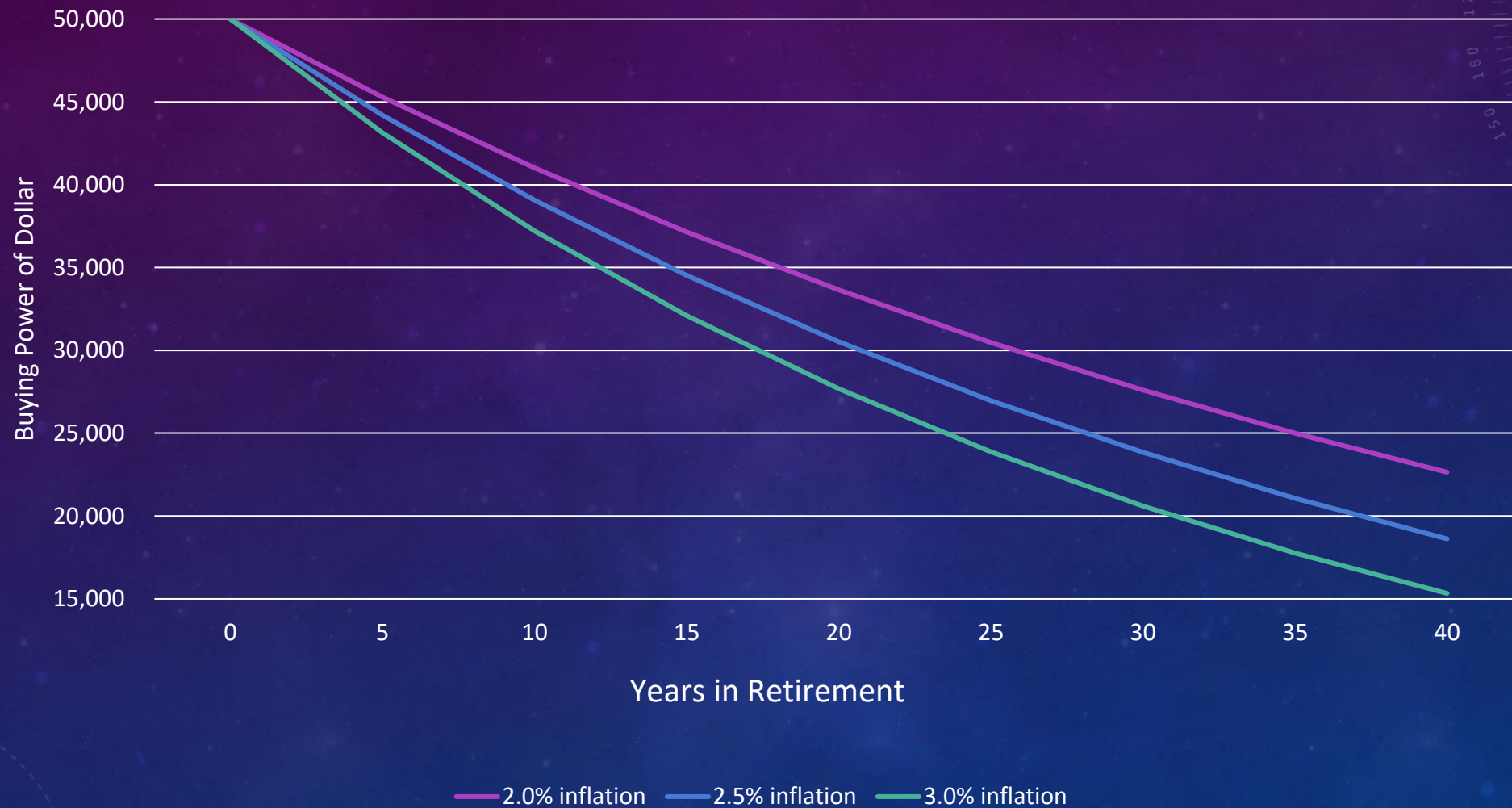
PROPOSED COLA

JULY, 2024

WHAT IS A COLA?

- Cost of Living Adjustment (COLA)
- Two main types of COLA's:
 - a) Ad Hoc (one-time increase)
 - b) Automatic (recurring increases)
- The goal of a COLA is to minimize the impact of inflation on the buying power of retirement benefits.
- Essentially a pay raise in retirement.
- Cost depends on type of COLA.

Eroding Power of Inflation



WHO GETS A COLA?

- Ordinance must specify which categories of retirement receive COLA's.
- COLA's are typically limited to Normal and Early Retirees, but may extend to Disability and Pre-retirement Death.
- Those who terminate vested but not eligible to draw benefits until a future date, are typically not included in COLA's.

AD HOC (NON-RECURRING) COLA

- One-time increase, usually intended for those retired for several years.
- Example for a Member who retired 10/1/2016 with a \$3,000 monthly benefit:
 - 2% for each full year of retirement as of 10/1/2019, up to 10% maximum.
 - benefit increase is 2% times 3 years equals 6%.

So, the \$3,000 benefit increases to \$3,180.

- No future increases since Ad Hoc is one time only. The benefit will remain at \$3,180 unless another increase is granted in the future.

AUTOMATIC (RECURRING) COLA

- Annual increases on prior year benefit.
- Typical adjustments occur on October 1, but some based on birthday or retirement anniversary.
- For lifetime or temporary, e.g. 10 years or until Social Security Age.
- If optional form of benefit chosen, the COLA usually continues to the annuitant/beneficiary.
- More expensive due to recurring increases that compound.

EXAMPLE – RETIREE DIES WITH A SURVIVOR OPTION

- Retired under the 50% Joint Annuitant Option.
- Initial benefit was \$3,000 with \$1,500 continued to joint annuitant upon retiree's death.
- At the time of death, the \$3,000 had increased to \$5,000.
- The joint annuitant is entitled to a monthly benefit of \$2,500 (50% of \$5,000).
- Future COLA's are also payable to the joint annuitant for his/her lifetime.

PROPOSED COLA – EFFECTIVE OCTOBER 1, 2024

- * RETIRED ON AND AFTER 10/1/2020: 1% AUTO COLA FOR LIFE**
- * RETIRED PRIOR TO 10/1/2020: ONE-TIME INCREASE OF 2% FOR EACH FULL YEAR OF RETIREMENT AS OF 10/1/2020, UP TO A 10% MAXIMUM INCREASE**

SOURCES OF FUNDING

10/1/2023 VALUATION RESULTS

FIRST FUNDING YEAR FISCAL 2024-2025

<u>Scenario</u>	<u>Total</u>	<u>City</u>	<u>State</u>	<u>Member</u>	<u>Prepaid City Utilization</u> ¹	<u>City Prepaid Availability for COLA Funding</u>
Current	36.22% (\$744,407)	25.07% (\$509,109)	3.15% (\$64,728)	8.00% (\$170,570)	\$0	n/a
Auto COLA Future Retirees	40.91% (\$840,853)	25.07% (\$509,109)	3.15% (\$64,728)	9.00% (\$191,892)	\$75,124	Through Fiscal 2032-2033
Auto COLA Future Retirees plus Ad Hoc Current Retirees	43.36% (\$891,065)	25.07% (\$509,109)	3.15% (\$64,728)	9.00% (\$191,892)	\$125,336	Through Fiscal 2028-2029

¹ The City currently has access to a \$735,027 prepaid contribution to assist with plan funding.

NEXT STEPS

- Adding a COLA benefit requires City approval by ordinance.
- The City and Membership will need to determine the sources of additional funding.
- Submission of an Actuarial Impact Statement.
- If implemented prior to completion of the 10/1/2024 valuation, additional contributions will begin during the 2024-2025 fiscal year.

Discussion