



AGENDA
Regular City Council Meeting
Monday, April 7, 2025, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS

p.3

 - A. Neptune Beach Police Department 2024 Officer of the Year - Sergeant Dustin J. Kamppi
3. APPROVAL OF MINUTES

p. 5

 - A. **March 3, 2025, Regular City Council Meeting**
March 17, 2025, Special City Council Meeting
March 17, 2025, Town Hall Meeting
March 17, 2025, Workshop City Council Meeting
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT
 - A. March 2025 Report
 - B. Neptune Beach Senior Activity Center Update p. 22
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2025-05, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article VII, Boards and Commissions, By Creating Division 5, Historical Review Board, Providing Codification, Conflicts, Severability, and Providing an Effective Date p. 87
 - B. ORDINANCE NO. 2025-06, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7. Beaches and Waterways, Article II, Beach Regulations, By Amending Section 7-29, Beach Personal Vehicle Regulations By Repealing the Ban of Electric Bicycles on the Beach; Providing Codification, Conflicts, Severability, and Providing an Effective Date p. 103
 - C. ORDINANCE NO. 2025-07, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending the Operating Budget for the City of Neptune Beach, Florida, for Fiscal Year 2025, Beginning October 1, 2024, and Ending September 30, 2025 p. 110
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. Consideration of Approval of Memorandum of Understanding between the City of Neptune Beach and the United States Immigration and Customs Enforcement Agency p. 115

B.	Consideration of Approval of Milling and Paving Various Roads -FY25	<i>p. 134</i>
C.	Consideration of Approval of Emergency Repairs to 3rd Street Gravity Sewer	<i>p. 188</i>
D.	Consideration of Approval of Award for Public Works Roofs and Related Replacement Project	<i>p. 194</i>
E.	Consideration of Approval of Lifeguard Station Temporary Improvements	
	1. Approval of Piggyback Agreement	<i>p. 303</i>
	2. Approval of Work Authorization	<i>p. 315</i>
F.	<u>RESOLUTION NO. 2025-07</u> , A Resolution by the City of Neptune Beach, Florida, Supporting the City of Jacksonville's Proposed Conceptual Design for Improvements to the Penman Road Corridor; Providing for Adoption of Recitals, Repeal of Prior Inconsistent Resolutions and Council Decisions, Severability, and an Effective Date	<i>p, 321</i>
11.	<u>COUNCIL COMMENTS</u>	
12.	<u>ADJOURN</u>	

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at least 48 hours prior to the meeting.

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

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

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



NEPTUNE BEACH **POLICE DEPARTMENT**

MICHAEL J. KEY JR., CHIEF OF POLICE

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

#25-02

NEPTUNE BEACH POLICE DEPARTMENT PERSONNEL ORDER

DATE: February 25, 2025
TO: All Personnel
FROM: Commander Gary M. Stucki
RE: 2024 Officer/Employee of the Year

All,

Please join us in congratulating **Sergeant Dustin J. Kamppi** on being selected as the NBPD Officer/Employee of the Year for 2024.

The following nomination exemplifies Sergeant Kamppi's dedication to the NBPD and his professionalism in executing his responsibilities:

"I am honored to nominate Sergeant D.J. Kamppi for the City of Neptune Beach, 2024 Police Officer of the Year. While this nomination recognizes his outstanding contributions over the past year, it is important to highlight that he has consistently thrived in his role for the past several years without receiving the full acknowledgment he deserves.

The police Sergeant is the most influential and pivotal role in any law enforcement agency. In the role of a middle-management police supervisor, Sergeant Kamppi embodies his duties by finding a balance of effectively and loyally supporting his subordinates while maintaining the professionalism and leadership required to implement command directives from the administration. He leads by example and demonstrates an exceptional ability to identify and handle his responsibilities. His leadership is defined by sound, just, and well-reasoned decisions, ensuring the best outcomes for the men and women of this agency, the department and the City of Neptune Beach.

One of his most significant contributions is his management of large-scale special events, to include the Donna Marathon, Dancin' in the Streets, our July 4th Independence Day celebrations, and Pete's Thanksgiving, amongst many more. These four events alone bring nearly 100,000 citizens and visitors to Neptune Beach annually. Sergeant Kamppi takes on an unequalled and pivotal role in planning, logistics, staffing, coordination with

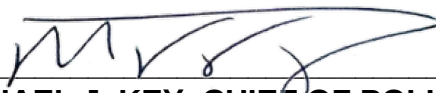
volunteers, vendors, and patrons. His expertise in planning and security for large-scale special events ensures that public safety within the City of Neptune Beach is our foremost priority. On days of the event, he is the first to arrive and the last to leave. These qualities often go unnoticed and dismissed as “someone just doing their job”.

Beyond event coordination, Sergeant Kamppi is integral in the hiring and training of new officers, cementing himself in a crucial role of shaping the future of the Neptune Beach Police Department. He dedicates himself to the new hire orientation program and leads the high-liability scenario-based training evolutions that conclude the orientation program. He plays a profound role in ensuring that all our officers receive the training, guidance and knowledge necessary to succeed. Over the past year, he has also taken on upper-level ancillary duties beyond the scope of a Patrol Sergeant, executing them with efficiency and dedication.

Above all, Sergeant Kamppi is accountable, selfless, and unwavering in his commitment to the department. He consistently prioritizes the agency over himself, embraces challenging assignments, and sets the standard for leadership within the department. For these reasons, I wholeheartedly recommend Sergeant Kamppi as the 2024 Police Officer of the Year. His dedication, leadership, and service to the Neptune Beach Police Department and the community make him truly deserving of this honor.”

We are honored to recognize Sergeant Kamppi’s outstanding contributions to the department by naming him the 2024 Officer/Employee of the Year.

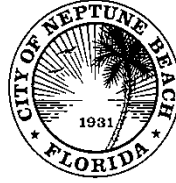
Sincerely,

A handwritten signature in blue ink, appearing to read 'M. J. Key', written over a horizontal line.

MICHAEL J. KEY, CHIEF OF POLICE

A handwritten signature in blue ink, appearing to read 'G. M. Stucki', written over a horizontal line.

GARY M. STUCKI, COMMANDER



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 3, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, March 3, 2025, at 6:00 p.m, at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:

Mayor Cori Bylund
 Vice Mayor Nia Livingston
 Councilor Tim Horvath
 Councilor Josh Messinger
 Councilor Brent Rogers

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Chief of Police Michael Key
 Chief Financial Officer Jaime Hernandez
 Public Works Director Deryle Calhoun
 Community Development Director Heather Whitmore
 Parks and Sustainability Director Colin Moore
 City Clerk Catherine Ponson

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

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

**Irish American
 Heritage Month**

Mayor Bylund presented and read a proclamation declaring the month of March as "Irish American Heritage Month" in Neptune Beach. Edward Rice, Vice President of the St. Augustine Division of the Ancient Order of Hibernians, thanked Council on behalf of the Irish American Community.

**Flood Awareness
 Week**

Mayor Bylund read a proclamation declaring March 3rd-March 9th, 2025, as Flood Awareness Week in Neptune Beach. Flood Awareness Week promotes awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods and how to prepare for emergencies.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Rogers.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

February 3, 2025, Regular Council Meeting
February 18, 2025, Special City Council Meeting
February 18, 2025, Workshop City Council Meeting
February 18, 2025, Town Hall Council Meeting

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund.

Noes: 0

MOTION CARRIED**PUBLIC COMMENTS**

Public Comments Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding the Senior Center and the proposed roundabout at Florida Boulevard and Penman Road.

CITY MANAGER REPORT

City Manager Report

City Manager Richard Pike reported on the following:

- There would be a Special Magistrate Hearing on Tuesday, March 25, 2025, at 9:00 a.m. The Special Magistrate will hear a case regarding the cutting down of trees without a permit. This hearing is open to the public.
- There is a review committee made up of staff to review various fees for City services.
- He and Chief Financial Officer Jaime Hernandez will be meeting with department heads to review the status of each department's FY24-25 budget.
- Three positions at Public Works have been filled and that department is almost fully staffed.

3rd and Atlantic Update

Public Works Director Deryle Calhoun reported that on February 18th, 2025, during a routine cleaning of the 12-inch sanitary sewer pipe at the 3rd Street crossing, the cleaning tool became lodged in the pipe and dirt was noted, indicating a pipe failure. This pipe was video inspected in 2023, but nothing showed the liner had been compromised. The sinkhole started showing up in November 2024 and had been being tracked. It was caused by the failure of two pieces of plastic pipe that had been joined together. This has been repaired and will be monitored until the upcoming new redundant pipe crossing is in place.

The monthly City Manager Reports can be found on the City website at: <https://www.nbfl.gov/city-manager/pages/city-manager-reports>.

ORDINANCES

Ord. No. 2025-01, Beach Fires

Ordinance No. 2025-01, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7, Beaches and Waterways by Amending Section 7-36, by Banning Beach Fires, Providing Codification, Conflicts, Severability, and Providing Codification, Conflicts, Severability, and Providing an Effective Date.

Public Hearing

Mayor Bylund opened the public hearing. There being no further comments from the public, Mayor Bylund closed the public hearing.

Council Discussion/ Questions

Councilor Horvath verified that this brings everything together and there is still the opportunity for him and the City Attorney to work on an ordinance that allows permitted fires on the beach.

Mayor Bylund stated that she hopes they work on that ordinance and allowing beach fires in a controlled environment is less restrictive than banning them altogether.

Made by Messinger, seconded by Horvath.

MOTION:**TO ADOPT ORDINANCE NO. 2025-01, BANNING BEACH FIRES, AT SECOND AND FINAL READ**

Roll Call Vote:

Ayes: 5 - Messinger, Rogers, Horvath, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Ord. No. 2025-02, Sand Removal or Beach Digging Ordinance No. 2025-02, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 7, Beaches and Waterways by Amending Section 7-27, Relating to Sand Removal or Digging on the Beach; Providing Codification, Conflicts, Severability, And Providing an Effective Date.

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

Made by Messenger, seconded by Livingston.

MOTION: **TO ADOPT ORDINANCE NO. 2025-02, RELATING TO SAND REMOVAL OR BEACH DIGGING, AT SECOND AND FINAL READ**

Roll Call Vote:

Ayes: 4 - Horvath, Messenger, Livingston and Bylund

Noes: 1- Rogers

MOTION CARRIED

Ord. No. 2025-03, Amending FY2025 Budget Ordinance No. 2025-03, Second Read and Public Hearing. An Ordinance Amending the Operating Budget for Fiscal Year 2025, Beginning October 1, 2024, and ending September 30, 2025.

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

Made by Messenger, seconded by Livingston.

MOTION: **TO ADOPT ORDINANCE NO. 2025-03, AMENDING FY2024-2025 BUDGET AT SECOND AND FINAL READ**

Roll Call Vote:

Ayes: 5 - Horvath, Messenger, Rogers, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Ord. No. 2025-04, Creating Finance and Auditor Selection Committee Ordinance No. 2025-04, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2. Administration, Article VII. Boards and Commissions by Creating Division 4. Finance and Auditor Selection Committee; Providing Codification, Conflicts, Severability, and Providing an Effective Date.

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

Council Discussion Councilor Messenger stated he spoke with the City Attorney regarding this ordinance. Some of the ordinance language is prescriptive by the state so there are mandatory obligations. A large chunk of the language before Council is not prescriptive and gives authority to amend. Some of the language is redundant. His recommendation is to move this to workshop to remove the redundant language and also workshop some of the other points before passing this on first read.

City Attorney Paul Waters commented that a portion of the ordinance is required by Florida Statutes Section 218.391 which creates a request for bids to select an auditor. The auditor

looks at City's debt service to make sure the City can cover its debt. They look at any outstanding loans, bonds, and payroll. It is a narrow focus. The statute requires the creation of an auditor selection committee consisting of three members.

Mr. Waters reported that everything else in the ordinance is in addition to the state requirements. This includes everything related to finance, such as insurance policies and fees schedules. Some of the language could be repetitive to what the auditor selection committee and to what the auditor is doing.

Mr. Waters answered Mayor Bylund's question that the redundancies are not harmful to the statutes and do not conflict.

Mayor Bylund stated that she does not see the point in delaying the ordinance. The redundancies can be discussed, or it can be moved to a workshop. She is flexible either way.

Vice Mayor Livingston pointed out a typo on Page 2 of the ordinance, Section 2-486, in the second line, the word "toe" should be "to." She added that she agrees there are redundancies, but they could be ironed out now. She is open to what Council would like.

Made by Messinger.

MOTION: **TO MOVE ORDINANCE 2025-04 TO THE NEXT WORKSHOP WHERE THE LANGUAGE THAT IS REQUIRED BY THE STATE, THE LANGUAGE SPECIFIC TO THE CITY'S FINANCE COMMITTEE AND THE ADDITIONAL LANGUAGE BEING ADDED ARE BROKEN OUT IN THREE COLOR CODES AND MAKE COMMENTS AND MODIFICATIONS AS NECESSARY**

Motion died due to lack of a second.

Mr. Waters recommended Council could take the next two weeks and review the material. Then, bring changes to the second read. He also stated through staff, a color-coded version could be distributed.

Made by Messinger.

MOTION: **TO DEFER THE ORDINANCE AND MOVE TO A WORKSHOP TO DISCUSS THE POINTS THAT ARE REQUIRED VERSUS THE POINTS THAT ARE NOT REQUIRED**

Motion died due to lack of a second.

Made by Rogers, seconded by Bylund.

MOTION: **TO APPROVE ORDINANCE NO. 2025-04 AT FIRST READ**

Roll Call Vote:

Ayes: 4 - Rogers, Horvath, Livingston and Bylund

Noes: 1- Messinger

MOTION CARRIED

OLD BUSINESS**Senior Center
Repair**

Senior Center Repair. Mr. Pike reviewed the financial activity of the Senior Center as of December, 2024. He reported that the estimated cash available for the repairs and maintenance is \$279,598.98. He is recommending that Council move forward with the maintenance and improvements. He stated that at Council's request, an architect was consulted regarding the repairs.

Mr. Calhoun introduced Frank Anderson, VP Operations, ACON Construction. Mr. Anderson gave an overview of projects by ACON Construction including the Neptune House and work in Jarboe Park.

Mr. Anderson remarked he had reviewed the water intrusion report. He stated that modular buildings are built in a different way than normal construction. He pointed out that what is there needs to stay in the realm of repairing a building and not constructing a new one.

Mr. Anderson introduced Steve Lazar, VRL Architects, and added they have worked together for many years.

Mr. Lazar reported that it is important to get the water off of the roof. He looked at the roof and without removing the parapets, it would be impossible to do that. The suggested roof replacement is TPO (Thermoplastic Polyolefin) that will be adhered to the membrane. That type of roof has been used at a number of places and is an excellent material. The decorative foam needs to be removed as it is hiding issues that need to be uncovered and repaired. This is a challenging project and working with Mr. Anderson and the roofer, a solution could be reached to keep the water out of the building.

Mr. Waters clarified the procedure for the repairs would be to piggyback the contract between ACON and COJ through cooperative agreement. The contract would be amended based on the scope of work specific to this job. A contract would be presented with the COJ contract and the design-build scope of work so everything can be seen before approval.

Council discussion included the timeline for approval of the contract and scope of work, warranty length and interior work.

Councilor Horvath inquired if it would be worth \$7,500 to tarp the building [previously approved on February 18, 2025] would be beneficial.

Mr. Anderson answered that he would not spend the money in his opinion as a general contractor.

Councilor Messinger addressed the funding for the repairs. He commented that unless the funds raised that were mentioned during the presentation are new, there was a payback clause. The General Fund would front the money and then the funds raised would pay back the General Fund to make the Senior Center self-sufficient. He would like to see basic accounting for what was the initial cost incurred, what repairs were made, and what was paid back. He is curious if the funds being discussed are additional funds or are they meant to pay back the other process. He requested, before the next meeting, a breakdown of the funds spent each fiscal year and were the funds raised transferred back.

Vice Mayor Livingston agreed there was discussion regarding the payback and would also like to see the financial history. She wants to make sure the City actually has the money. She commented that if the City is going to repair the Senior Center, she agrees the City needs to take the recommendations of an architect. She expressed that she has concerns in even doing anything. She supports the Senior Center but does not support the building.

She added that in three years we could be back about something else. Neptune House should be considered as another option.

Mayor Bylund commented that these are important discussions to have as several things were learned at this meeting. We do not know what the repair is going to cost and the dollars may be owed back to the City. She does not want to delay this but the accounting should be squared away first to know the budget.

Councilor Rogers commented that the City needs a better-defined proposal from the contractor so Council could be prepared to take the next step.

Made by Livingston, seconded by Bylund.

MOTION: **TO HAVE CFO JAMIE HERNANDEZ DO FINANCIAL AUDIT OF SENIOR CENTER DATING BACK TO THE INCEPTION OF THE SENIOR CENTER ON FOREST; HAVE PUBLIC WORKS DIRECTOR DERYLE CALHOUN ENGAGE WITH ACON CONSTRUCTION TO WORK ON PROPOSAL CONTINGENT UPON APPROVAL OF SCOPE OF WORK, TIMELINE AND RELATED ITEMS AS PART OF THE PIGGYBACK CONTRACT**

Roll Call Vote:

Ayes: 5 - Rogers, Horvath, Messinger, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Cancellation of
Tarp

Mr. Calhoun reported the vendor for the blue tarp approved on February 18, 2025 had ordered the material. The cost also included installation.

Mr. Waters advised to cancel the blue tarp request.

Made by Bylund, seconded by Rogers.

MOTION: **TO CANCEL THE \$7,500 SENIOR CENTER TARP**

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund.

Noes: 0

MOTION CARRIED

NEW BUSINESS

BTC-Stormwater
Force Main Design

Beaches Town Center - Stormwater Force Main Design Services. Mr. Calhoun explained the City has a stormwater pump station in the Beaches Town Center that is maintained by the City of Atlantic Beach and the discharge is in Neptune Beach. During heavy rains last summer/fall, standing stormwater overtopped curbs at Atlantic Boulevard and First Street, threatening some of the businesses. This proposal would design an extension of the pump station's force main, moving the discharge point to the drainage ditch on the west side of 3rd.

Jones Edmunds, a current continuing services engineering firm for the City, has previously created stormwater models for City of Neptune Beach and City of Atlantic Beach. Jones Edmunds has provided a scope of services fee on a time and materials basis of \$83,875.20.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE THE BEACHES TOWN CENTER STORMWATER FORCE
MAIN DESIGN SERVICES**

Roll Call Vote:

Ayes: 5 - Messinger, Rogers, Horvath, Livingston and Bylund.

Noes: 0

MOTION CARRIED

FDEP Second
Amended Consent
Order

Settlement for FDEP Second Amended Consent Order. Mr. Calhoun explained the City has an active consent order with FDEP for violation of its water reclamation facility permit primarily with respect to Total Nitrogen (TN) and Total Phosphorus (TP). The original Consent Order was executed on August 11, 2020, and first amended on March 9, 2023, regarding violations from March, 2020 to December, 2022. This Second Amended Consent Order covers violations from September, 2022 to January, 2024.

Following completion of extensive projects, including a return of Plant 2 to service in March 2024, the facility has returned to compliance with Consent Order interim limits for TN and TP. Permit compliance for TP was achieved in December 2024 and TN should occur in March 2025. Penalties assessed for this Consent Order include \$18,000 for civil penalties, \$5,000 for stipulated penalties required by the first amended consent order, and \$750.00 for costs and expenses incurred by the Department for a total of \$23,750.00. Public Works is proposing an in-kind penalty project, such as the purchase of sanitary sewer camera equipment.

In lieu of making cash payment for civil and stipulated penalties (\$23,000), an in-kind penalty project, which must be approved by FDEP, may be undertaken. The value of the in-kind penalty project must be one and a half times the civil penalty. Total for this option would be \$27,000.00 plus \$750 for a total of \$27,750.00.

Councilor Horvath questioned the penalty calculation and Mr. Calhoun confirmed it was one and a half times the civil penalties.

Made by Messinger, seconded by Horvath.

MOTION: **TO APPROVE UP TO \$27,750.000 TO FDEP IN SETTLEMENT OF
SECOND AMENDED CONSENT ORDER**

Roll Call Vote:

Ayes: 5 - Rogers, Horvath, Messinger, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Crape Myrtle
Rehabilitation
Project

Award for Crape Myrtle Rehabilitation Project from Tree Conservation Trust Fund. Mr. Pike reported he asked the City's project manager to look into replacing and rehabilitating the crape myrtles along Florida Boulevard. There are about 120 crape myrtles over 30 years old. They have never been fertilized or maintained. The City solicited bids with Rockaway Landscaping being the sole bidder on January 22, 2025, with a bid amount of \$32,404.45.

Subsequently, staff has coordinated with the City of Jacksonville Arborist on a request to the COJ Tree Commission for the replacement of 14 Crape Myrtles that was originally included in the bid scope. This request will be presented at that Tree Commission meeting

and the expected authorization for these trees would reduce the cost of the project by \$13,368.32

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE AWARD TO ROCKAWAY LANDSCAPING FOR CRAPE MYRTLE REHABILITATION PROJECT FROM THE TREE CONSERVATION FUND**

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund.

Noes: 0

MOTION CARRIED

Flood Awareness
Week

Flood Awareness Week – Education and Awareness. Community Development Director Heather Whitmore gave a presentation on Flood Awareness Week – Education and Prevention. She explained that the National Flood Insurance Program Community Rating System program benefits Neptune Beach. Staff worked to reduce the cost of Flood Insurance to property owners by 20%. She reported that each day, a social media post would provide information on flood awareness, insurance, and planning responsibly.

COUNCIL COMMENTS

Council Comments

Councilor Horvath asked about ACON Construction's previous work in the City, including Neptune House.

Mr. Calhoun stated the Neptune House was built before he came to Neptune Beach. He had received feedback from Atlantic Beach that they were satisfied with their work.

Mr. Moore commented that he worked with ACON on the Jarboe Park project. They added the new bridge and part of the path. He also worked with them at COJ.

Mayor Bylund announced on March 17, 2025, there would be a Workshop and Town Hall meeting. The topic at the Town Hall meeting will be code enforcement. This would be the last opportunity to propose any recommendations for Code changes.

Councilor Messinger pointed out that at the [CDB] meetings, there was an extensive amount of conversation regarding the Code. The recommendation was to keep the Code as is and the Codes are currently properly formatted on the issues that were identified at those meetings.

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 7:56 p.m.

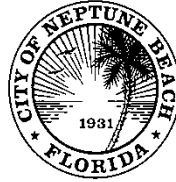
Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, please go to, <https://www.nbfl.gov/minutes-and-agendas>, and click on the video for the meeting in question.*



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, MARCH 17, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held Monday, March 17, 2025, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key. Chief Financial Officer Jaime Hernandez Public Works Director Deryle Calhoun Code Compliance Supervisor Piper Turner Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
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Call to Order/Roll Call/Pledge	Mayor Bylund called the Special Meeting to order at 6:00 p.m. and Councilor Horvath led the Pledge of Allegiance. Mayor Bylund announced the Town Hall meeting would be held after the Special Meeting.
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PUBLIC COMMENTS

Public Comments	Patricia Sena, 1113 Hamlet Lane N., Neptune Beach, spoke in favor of the Senior Center and how much it has been missed. She commented that Council is concerned that the building is not used enough and won't give. She stated that 20% of the population of Neptune Beach is over 65. She commented there was only one small park attached to Neptune Beach Elementary School. She added that Council does not really care. The Senior Center should not be negated because of things that were beyond their control or overlooked. Mayor Bylund responded that she has not heard any Council members say that the Senior Center is not used enough. They have not said they would not give; they have just been asking questions regarding the finances. The meetings have reflected that the finances are there to move forward with repairing the Senior Center, there have just been questions about where the funding would come from. There are many parks in Neptune Beach. No one takes demolition of the Senior Center lightly. That happened last decade. She does not want to hear the same misinformation. Ray Len, 316 1st Street, Neptune Beach, stated he is the newest member of the Police Pension Board and thanked Council for their service. He requested Council consider putting something in place like the Department of Governmental Efficiency. He added that the perpetual cost-of-living adjustment increase put in place last year for the police pension
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plan is not sustainable based on current projections. He also stated that certain trials are ahead unless wasteful spending is adjusted.

Julie Anderson, 1637 Arrowhead Trail, Neptune Beach, spoke in support of the Senior Center. She invited Council to come to the Senior Center to see all the activity that is going on.

Jerry Redfield, 366 Seminole Road, Atlantic Beach, stated he has been a member of the Senior Center for over ten years. He asked if the building is beyond repair, what is the plan.

Mayor Bylund reminded everyone that there would be an update on the Senior Center later in the meeting.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, commented that there have been volumes of money spent on the Senior Center. She has been speaking about this for years. She also asked about the money given to Jones Edmunds for flooding issues. She also would like to see more meetings regarding the roundabout.

Kathleen Cobb, 125 Yucca Place, Neptune Beach, thanked Council for the use of the Neptune House.

John B. Frank, 245 Sandcastle Way, Neptune Beach, spoke regarding chem trails in the sky from high-flying jets. He was told to come to the Council meeting and would like to know how to deal with this.

Mayor Bylund stated this is not the Town Hall but wanted to address this issue. She expressed that Council and municipal governments have no control over the airplanes as they are regulated by the Federal Aviation Administration (FAA). She suggested he contact people who can help him such as his congressman or senator.

DEPARTMENTAL ITEMS

Police
Departments
Hurricane
Shutters

Police Department Hurricane Shutters. Mayor Bylund announced this item would be continued.

Lining of
Sanitary Sewer
Laterals on
Penman Road

Lining of Sanitary Sewer Laterals on Penman Road. Mr. Calhoun explained this request is to line the six laterals associated with the 600 feet of pipeline on Penman Road. 70,000 gallons per day of groundwater was being discharged into the system. This project would line the city's portion of sewer lateral, sealing joints and connection points at the main pipe and at the customer's lateral. Lining avoids costly excavation for traditional open cut construction.

Made by Messinger, seconded by Horvath.

**MOTION: TO APPROVE THE AWARD TO BLD SERVICES IN THE AMOUNT OF
\$30,750.00**

Roll Call Vote:

Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund

Noes: 0

MOTION CARRIED

Corrected
Second
Amended
Consent Order
(ODG 20-0773)

Corrected Settlement of the Florida Department of Environmental Protection Second Amended Consent Order 20-0773. Mr. Calhoun explained there was a math error in the previous approval from March 3, 2025.

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE UP TO \$35,250.00 TOWARDS SETTLEMENT OF SECOND AMENDED CONSENT ORDER

Roll Call Vote:

Ayes: 5 - Messinger, Rogers, Horvath, Livingston and Bylund

Noes: 0

MOTION CARRIED

Senior Center

Piggyback Agreement between City of Neptune Beach and ACON Construction for Senior Center Exterior Repair. Mr. Pike requested Chief Financial Officer Jamie Hernandez to present a five-year financial history of the expenditures of the Senior Center, as requested.

Mr. Hernandez presented income statements and balance sheets for the Senior Center for the last five fiscal years. He stated that the money spent on the Senior Center came from the General Fund.

Mr. Hernandez confirmed Mayor Bylund's statement that the Senior Center is listed on an asset sheet at almost \$1.3 million and that is the amount that the building is insured at. This is an asset on our balance sheet and increases the City's ability to function. He also confirmed that none of the options presented for the repair were over \$300,000. The money is in that fund to do the repairs.

Council discussion included the reimbursement of donations to the general fund, if the City actually has the money that is indicated and the status of the 501(c)(3).

Mayor Bylund commented that everyone agrees that this is a bad situation. We now have to think about how to move forward and fix this situation. A contract could be put together that includes forming a board that would have oversight and charge rent. If terms are defined, the City could carry on with an operational Senior Center.

City Attorney Paul Waters advised that in order to give a solid legal opinion, he would need to know the entire history and facts including what was voted on.

Frank Anderson, ACON Construction, stated there were negotiations about how to go forward presenting a proposal based on the Senior Center's current conditions. He added that he is at the point where they have presented a proposal that allows them to come up with the actual details to work the building so that the building components can be used. He would be able to get a 20-year, no-dollar limit warranty based on the building roof structure. The walls and interior need more inspection. He gave an overview of what would be involved in providing a detailed investigation of the structural conditions.

Councilor Messinger commented that as we are doing this, we should look at including the interior work as ACON would be mobilized to do everything else.

By consensus, it was decided for the City Clerk and City Attorney to research the discussions regarding the payback and present the financial situation at the next meeting.

Mr. Waters was directed to draft a letter to the original contractor regarding the condition and deterioration of the building.

ORDINANCES

Ord. No. 2025-04, Finance Committee Ord. No. 2025-04, Finance Committee. Mayor Bylund announced the continuation the discussion of this item due to proposed legislation that could affect our ordinance.

Adjournment There being no further business, the Special Meeting adjourned at 7:38 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: <https://www.nbfl.gov/minutes-and-agendas>, and click on the video for the meeting in question.*



**MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
MONDAY, MARCH 17, 2025, 7:39 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Monday, March 17, 2025, at 7:39 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Cori Bylund Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key Chief Financial Officer Jaime Hernandez Public Works Director Deryle Calhoun Code Compliance Supervisor Piper Turner Parks and Sustainability Director Colin Moore City Clerk Catherine Ponson
Call to Order/Roll Call/Pledge	Mayor Bylund called the Town Hall Meeting to order at 7:39 p.m.	
Public Comments – Code Enforcement	Mayor Bylund announced the first public comments would be regarding Code Enforcement. There were no speakers for this item.	
Public Comments – Open Topics	Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding accountability for the senior center. She stated she had requested information on the contractor and inspector. She added that the citizens are owed the information no matter who is on Council. Mayor Bylund responded that she previously stated the rules were established and we moved forward. That is taking responsibility.	
Adjournment	The Town Hall Meeting adjourned at 7:43 p.m.	

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: <https://www.nbfl.gov/minutes-and-agendas>, and click on the video for the meeting in question.*



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, MARCH 17, 2025, 7:43 P.M.
IMMEDIATELY FOLLOWING THE TOWN HALL
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, March 17, 2025, at 7:43 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

Mayor Cori Bylund
 Vice Mayor Nia Livingston
 Councilor Tim Horvath
 Councilor Josh Messinger
 Councilor Brent Rogers

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Chief of Police Michael Key
 Chief Financial Officer Jaime Hernandez
 Public Works Director Deryle Calhoun
 Code Compliance Supervisor Piper Turner
 Parks and Sustainability Director Colin Moore
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Mayor Brown called the workshop meeting to order at 7:43 p.m.

**Presentation
of Certificates**

Councilor Messinger presented Mayor Bylund and Councilor Horvath with Certificates of Completion of the Institute for Elected Municipal Officials I. This was held in Gainesville, Florida in January. The Institute for Elected Municipal Officials I is specifically designed for newly elected officials and those with less than one term in office. Workshops include an overview of Florida municipal government and intergovernmental relations, strategies and best practices for effective councils, budgeting and accounting, taxes and other revenue sources, and parliamentary procedures.

Mayor Bylund expressed that this training is optional and highly recommended. She stated it was informative on different structures of cities in Florida. What she found the most helpful about going was meeting with people from other municipalities and talking with them about the issues they are facing. She pointed out that she and Councilor Horvath are registered for the IEMO II to complete the training.

Councilor Horvath commented that it is good to see what other cities are doing. It gives perspective in regards to what each city is dealing with.

Adjournment

There being no further business, the workshop meeting adjourned at 7:47 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager's Report

Departmental Recaps-4/02/2025

Police Department- Chief Michael Key (See Separate March 2025 Report)

City Clerk-Catherine Ponson

- Submitted Continuing Assignments for Florida Clerk Professional Program
- Fulfilled ongoing public records requests and answered questions; fees collected- \$ 325.00
- Prepare Minutes and Council agenda packets
- Prepare public notices for upcoming meetings, including Special Magistrate hearing and labor negotiations
- Prepare and submit required public hearing notices for second read of ordinances to Jacksonville Daily Record

Community Development-Heather Whitmore

- **Department Report: 2024 Year at a Glance**
 - The Community Development Department reviewed 1,298 projects in 2024; that's a 12% increase over 2023, averaging five permits a day or 108 a month on average.
 - Staff brought in \$363,668 in service revenue for 2024, a 37% increase from 2023, and \$1,399 a day or \$30,306 a month on average.
- **Public Meetings:**
 - **City Council: April 7, 2025**
Ordinance No. 2025-04 Establishing Chapter 2: Division 5. Historical Review Board
 - **Community Development Board: May 14, 2025**
Linda Olsen: 1409 Neptune Oaks
 - **Special Code Magistrate: March 25, 2025** – 1901 Forest Ave pending order
 - **April 28, 2025**
WTS Northeast Florida Chapter/APA First Coast Chapter Joint Lunch and Learn
The Beaches Mobility Planning and Priorities – Mayo Cori Bylund
Keynote Speaker, Planning Director Roundtable featuring Heather Ireland, AICP, Amanda Askew, AICP, and Heather Whitmore, AICP
- **Planning and Public Engagement Initiatives**
 - Third/Atlantic Master Planning/Kmart Redevelopment/Lemon Street Unified Plan
 - Hurricane and Flood Preparedness Campaign
 - Comp Plan Updates: Properties Right's Element and Stormwater
- **Staff Updates:**

- Code Enforcement Officer interviews underway, May 2025 target fire date
- **Incoming Development**
 - Pete's Bar (for review and comment)
 - Dumpster Lease
 - Development Order Modification
 - 1112 Third St (for review and comment)
 - Development Agreement
 - Utilities Availability
 - Development Order/Special Exception/Variance
 - Bakkes/Marsh Point Development- No update
- **Services/Contracts**
 - Community Development Online Permitting and Electronic Records
 - JFRD Fire Plans Examination and Inspection Service Contract
- **Special Projects**
 - ROW/Tap Fees Update
 - Fee Resolution Table 2022-07

Finance-Jaime Hernandez

- Finishing the FY 2025-26 preliminary operating budget by department.
 - Planning for a three-and-a-half (3.5%) percentage increase across the board.
 - Does not include capital outlay Items.
- Departmental budget meetings for FY 2025-26 are scheduled to start next week.
- Interviewing for the staff accountant position this week.
 - We have four candidates
- Planning to have the FY2024- 25 mid-year budget update by the April 21 workshop meeting.
- Still working with Purvis Gray on completing the audit.

Human Resources-Jillian McCann

- The Human Resources Department is pleased to announce the successful hiring of Dwayne Sumlin for the Laborer 1 position in the Parks and Streets Division of Public Works. Dwayne will play a key role in the city's essential maintenance, construction, and beautification efforts.
- Interviews for the Code Enforcement and Staff Accountant positions are currently ongoing. Second-round interviews for Code Enforcement have been scheduled, and a candidate will be selected next week. The interviews for the Staff Accountant position

will conclude on Friday, after which the committee will choose a candidate to fill the role.

- Additionally, returning lifeguards are starting to come back for the upcoming season.
- Professional development is also ongoing, with classes currently enrolled in the Employment and Human Resources Law Workplace Investigations certificate program.

IT Department-Ricardo Pizarro

- Installed a digital signage display in the front lobby to publicize upcoming events, job announcements, and other digital media to the public.
- Creation of a new electronic newsletter that will be sent out to Citizens who have registered with our online bill pay system.
- Researching solutions to provide land management, enterprise asset management, and a digital document repository.

Parks & Sustainability- Colin Moore

- FY 25 State Appropriations Request for Bay St Culvert Replacement submitted to Rep Michael and Sen Yarborough
- Site Captain for Keep Jacksonville Beautiful Beach Cleanup on March 15
- COJ Tree Commission approved additional tree planting in Jarboe Park and along Florida Blvd on March 19
- Eagle Scout project for baseball field improvements completed on March 29
- Assisted in leading Florida Bike Month ride along the East Coast Greenway in Neptune Beach and Atlantic Beach on March 29 (35 attendees)
- Partnering with Beaches Go Green on Eco-Egg Hunt at 6:30 pm on April 11 followed by Movies with the Mayor (Peter Rabbit) at 8 pm
- Partnering with Beaches Go Green on Earth Day Beach/Town Center Cleanup planned for 4/19/25, 9:30 am-11:30 am
- Neptune Beach Elementary PTA track ribbon cutting on May 1 at 6 pm, open to the public at 6:30 pm
- Due to water intrusion, Jarboe Park court light fixture components are being replaced under the manufacturer's warranty – work is now scheduled for May 12-16
- Planning installation of 3 new beach showers at Lemon St, Bay St, and Florida Blvd accesses

Public Works- Deryle Calhoun

(Updates in **bold font**)

Potable Water System

- Replacement Well 5 – **Well driller has completed drilling, water testing, and performance testing. The pump is scheduled for delivery on 04/20/25, and the yard piping is to be completed by 05/25/25.**

- Water Management District Consumptive Use Permit – **A 20-year permit was successfully negotiated and issued to the City of Neptune Beach.**
- Fire protection water supply gap analysis – Report is finalized. **Fire hydrant testing contractor will flow test all hydrants in the system in May.**

Wastewater System

- Permit renewal application submitted to FDEP - **Second-amended Consent Order was executed to cover permit exceedances prior to Plant 2 returning to service. As a result, FDEP has issued a draft permit for the facility, which is being reviewed by staff and engineering consultant.**
- Redundant 3rd Street gravity pipeline – **A pre-bid meeting was held with contractors, and due to questions raised regarding the FDOT permit, a meeting with FDOT is being scheduled.**
- Cave-in at Florida Blvd and 3rd Street – Contractor began excavating the week of 2/17/25 and completed site rehab as of 3/03/25. **The pipeline was cleaned and returned to service, and additional pipe deformation was noted. Staff has developed a means to abandon this pipeline, adding it as a bid alternate to the redundant crossing project.**
- Florida Blvd force main extension – Project was approved in FY25 budget. The FDEP permit has been received. **The bid package is nearing completion.**
- Stormwater and groundwater Inflow and Infiltration (I&I) reduction effort - The main pipes and service laterals in the Indian Woods subdivision were cleaned and televised, followed by Oceanwood and parts of the Fletcher pump station collection system. **Staff has reviewed all videos and ranked pipes for purposes of prioritizing rehabilitation. Options for rehabilitation will be presented to the Council during the FY26 budget process.**

Stormwater System

- Hopkins Creek improvements at Florida and Forest – Design underway by COJ engineering consultant. CONB reviewed 30% design.
- Myra, Margaret, and South stormwater improvements - Contractor pre-bid meeting held 3.5.25.
- Erosion control pilot project on Davis Creek. Budgeting in FY26 for another 200' of SOX product. Another product (Geoweb) was procured for trial and was installed by Public Works staff the week of 12/09/24. A second area of Geoweb was installed, and native, salt-tolerant plants were installed.

Senior Center

- Water intrusion report with mitigation recommendations was received from consultant on 12/06/24.

- Site meet with contractor 12/18/24 to develop probable costs of options for presentation to City Council.
- Findings and probable cost options delivered to City Council 2.18.25. Working on professional services per Council discussion.

Public Works

- **Public Works roof award recommendation to be presented to Council 4/07/25.**
- **FY25 Milling and Paving project to be presented to Council 4/07/25.**
- **Lifeguard station improvements to be presented to Council 4/07/25.**

Senior Center-Leslie Lyne

- Jacksonville Beaches Women's Club grant submitted for \$5,000 with approval anticipated in May
- CDBG Grant application under review- anticipate June approval for \$48,000
- FSCJ Broadway in Jacksonville production of MJ, April 23, 2025 (43 people reserved seating)
- YTD DONATIONS/FUNDRAISERS **\$10,387.57**
- Awaiting Council directive on status for rehab of 2004 Forest Ave.
- Guests/Members scheduled on fundraising tours to Greek Islands, Croatia, Kenya & Tanzania, South Africa, 2 Alaska tours, London & Paris, Holland & Belgium cruise, California Sequoia tour
- Hosted Community Hospice to discuss Honoring Choices
- CDBG Week at the Beaches April 23, 2025 @ 10:30 am Location: Sunshine Park Jacksonville Beach
- HEAL Surf Camp scheduled June 10-11, 2025
- AARP Safe Driver course scheduled Saturday & Sunday, Aug 17 & 18, 2025
- YTD programs/events delivered- 1,114
- YTD Attendees- 3,038 (duplicated)
- YTD attendees- 458 (unduplicated)



03/01/2025 - 03/31/2025

Parcel #	Case Date	Activity Type	Main Status	Description of Violation	Description	Assigned To
172652 0000	3/28/2025	information	Open	my neighbor replaced 1 small palm tree on a public retaining wall -elevated space with 4 palm trees. This blocks any beach view I had	complaint received via email site visit required	Piper Turner
178077 1028	2/26/2025	Inspection	Open	ugly side of fence is facing outwards towards Oakhurst Dr	Looked at the fence from Oakhurst Drive and took pictures. Fence is facing the wrong way. Will send letter to owner to correct.	Piper Turner
178958 0176	3/20/2025	Inspection	Open	STATED THAT THE LIGHTS IN THE REAR YARD ARE SHINING INTO THE BACK OF THE HOUSE THEIR 1826 FOREST. HAS SPOKEN WITH OCCUPANT AND NOTHING WAS DONE TO FIX IT.	rode by both houses at 6:58am and could not see any light trespassing the property line. Will need to go another time to recheck	Piper Turner
177430 0150	3/3/2025	information	Open	SIGN PLACED ON FENCE ADVERTISING TURF BUSINESS. TRASH, PIECES OF THE STRUCTURE IN THE BACK IS FALLING OFF. USING THE DETACHED BUILDING FOR THE TEENAGER'S BEDROOM. ADD PATIO ROOF ON DETACHED BUILDING .	RECEIVED CALL FROM CODY ABOUT CODE ENFORCEMENT LETTER. STATED HE WILL REMOVE THE PART OF THE FENCING ABOVE THE HEIGHT AND WILL PUT IT SOMEWHERE ELSE ON THE FENCE THAT IS NOT ABOVE THE HEIGHT LIMIT.	Piper Turner

172768 0000	3/24/2025	Inspection	Open	MOLD, WATER INTRUSION, WINDOW AND DOORS WONT OPEN, NO VENT IN BATHROOM	INSPECTED BY JOE JANSEN: 217 Midway , tenant showed me a video of ceiling leaking ceiling doesn't appear to me to be sagging [I didn't see any mold] there is no ventilation in the bathroom however I don't know what was required when this house built bath exhaust fans were not required if the bathroom had an operable window until the late 1990's. This bath rooms window does not open. The floor seems to be solid. There are no smoke detectors . The stairs to the other apartment don't have a hand rail . This is only a cursory inspection since it is a completed building.	
172768 0000	3/24/2025	information	Open	MOLD, WATER INTRUSION, WINDOW AND DOORS WONT OPEN, NO VENT IN BATHROOM	HOUSE WAS BUILT IN 1924. CASE CLOSED	
172768 0000	3/24/2025	information	Open	MOLD, WATER INTRUSION, WINDOW AND DOORS WONT OPEN, NO VENT IN BATHROOM	SPOKE WITH HEATHER WHITMORE IN PERSON CONCERNING 1-MOLD 2- WATER INTRUSION-ROOF/CEILING SAGGING 3-WINDOWS AND DOORS WONT OPEN-THINKS IT HAS TO DO WITH ROT 4-NO VENT IN BATHROOM WILL HAVE BUILDING INSPECTOR LOOK AT EVERYTHING EXCEPT MOLD. CITY CAN ONLY LOOK AT BUILDING/STRUCTURAL ITEMS. MOLD MUST BE INSPECTED BY CERTIFIED MOLD REMEDIATION COMPANY.	HEATHER WHITMORE
177637 0000	1/30/2024	information	Open	cut 11 trees without permit	SPECIAL MAGISTRATE HEARING HELD.	HEATHER WHITMORE

178077 1028	2/26/2025	Follow up	Open	ugly side of fence is facing outwards towards Oakhurst Dr	received a call for Summer Sands HOA inquiring about the progress of the case. Explained that we were still working on it.	Piper Turner
172768 0000	3/24/2025	information	Open	MOLD, WATER INTRUSION, WINDOW AND DOORS WONT OPEN, NO VENT IN BATHROOM	MS. HARDELL AND A MAN CAME INTO CITY HALL SEVERAL TIMES COMPLAINING ABOUT MOLD. EACH TIME THEY WERE TOLD TO CALL HEALTH DEPT. OR STATE ATTORNEY'S OFFICE, OR LEGAL AID. CITY HALL COULD NOT HELP WITH MOLD ISSUES.	
178616 0000	9/30/2024	Send Letter	Open	1-Development permit required. (Installed Fence) 2-Temporary structures. (Metal Storage Pod on Property) 3-Parking, storage or use of major recreational equipment. (Boat)	NOTICE OF VIOLATION FOR CONTAINER MAILED.	Piper Turner
177430 0150	3/3/2025	Send Letter	Open	SIGN PLACED ON FENCE ADVERTISING TURF BUSINESS. TRASH, PIECES OF THE STRUCTURE IN THE BACK IS FALLING OFF. USING THE DETACHED BUILDING FOR THE TEENAGER'S BEDROOM. ADD PATIO ROOF ON DETACHED BUILDING .	notice of violation mailed 3/24/25 3 days given to remove attachment that exceeds the 6 foot height fence limitation.	Piper Turner

178958 0176	3/20/2025	information	Open	STATED THAT THE LIGHTS IN THE REAR YARD ARE SHINING INTO THE BACK OF THE HOUSE THEIR 1826 FOREST. HAS SPOKEN WITH OCCUPANT AND NOTHING WAS DONE TO FIX IT.	COMPLAINT RECEIVED. EXPLAINED THAT SOMEONE WOULD HAVE TO SEE THE PROPERTY AT NIGHT AND THE WE WOULD LOOK INTO NEXT WEEK. PIPER	Piper Turner
178616 0000	9/30/2024	Inspection	Open	1-Development permit required. (Installed Fence) 2-Temporary structures. (Metal Storage Pod on Property) 3-Parking, storage or use of major recreational equipment. (Boat)	1-went to the property and found there was a storage container placed on the property without permits or permission. This container appears to be used for construction materials however all the permits for this property have expired. 2-fence does not exceed height. the post are higher but is not a violation 3-boat is not in the front yard	
177430 0150	3/3/2025	Inspection	Open	SIGN PLACED ON FENCE ADVERTISING TURF BUSINESS. TRASH, PIECES OF THE STRUCTURE IN THE BACK IS FALLING OFF. USING THE DETACHED BUILDING FOR THE TEENAGER'S BEDROOM. ADD PATIO ROOF ON DETACHED BUILDING .	WENT TO THE PROPERTY AND TOOK PICTURES. ONLY VIOLATION FOUND WAS A WOODEN BOARD PLACED ON THE FENCE FACING FLORIDA BLVD. THIS BOARD HAD PIECES OF ARTIFICIAL TURF AND A WHITE PIECE OF PAPER WITH NO WRITING ON IT. WILL SEND LETTER TO REMOVED THE BOARD AS IT EXCEEDS THE FENCE HEIGHT LIMITS.	Piper Turner

172662 0000	3/5/2025	Inspection	Closed	NEIGHBORS TO THE EAST ARE BUILDING A ROOFTOP PERGOLA	RECEIVED COMPLAINT AND WENT TO THE SITE AFTER VERIFYING ALL PERMITS FOR THIS PROPERTY HAVE BEEN CLOSED. SPOKE WITH BUILDER AND WAS TOLD THEY PLAN TO BUILD A PERGOLA ON THE ROOF. BUILDER WAS TOLD TO STOP WORK, GIVEN A STOP WORK ORDER ALONG WITH THE SITE PLAN THAT THIS HOUSE WAS ALREADY AT THEIR MAXIMUM HEIGHT LIMITATION OF 28 FEET. PERGOLA WOULD EXCEED THE HEIGHT LIMIT.	Piper Turner
172662 0000	3/5/2025	Follow up	Closed	NEIGHBORS TO THE EAST ARE BUILDING A ROOFTOP PERGOLA	SPOKE WITH PAUL ZAMBOUNI OF BLUEWAVE BUILDERS/CONTRACTOR AND HE STATED THE HOMEOWNER HAD TOLD HIM THAT THEY HAD SPOKE WITH THE CITY PRIOR TO THE PLANS FOR BUILDING OF THE NEW HOUSE BEING SUBMITTED AND WAS TOLD THAT A PERGOLA WAS CONSIDERED FURNITURE. I INFORMED HIM THAT WAS NOT THE CASE PLUS THIS WOULD BE ABOVE THE 28 FEET HEIGHT LIMIT. THE ONLY EXCEPT TO THE HEIGHT IS CHURCH STEEPS, FIREPLACE CHIMNEYS AND ELEVATOR SHAFTS WHICH THE ALREADY HAVE. THEIR ONLY OPTION WOULD BE TO APPLY FOR A PERMIT TO BUILD THE PERGOLA SOMEWHERE ELSE ON THE GROUND.	Piper Turner

177430 0150	3/3/2025	information	Open	SIGN PLACED ON FENCE ADVERTISING TURF BUSINESS. TRASH, PIECES OF THE STRUCTURE IN THE BACK IS FALLING OFF. USING THE DETACHED BUILDING FOR THE TEENAGER'S BEDROOM. ADD PATIO ROOF ON DETACHED BUILDING .	MET WITH MR AND MRS PLATH TO DISCUSS CODE ISSUES WITH THE PROPERTY AT 1292 FOREST AVE.	HEATHER WHITMORE

Total Records: 18

4/1/2025

Building Activity October 1, 2024 to September 30, 2025					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of work Done
Oct-24	125	83	187	\$24,781.74	\$2,510,542
Nov-24	72	53	160	\$22,912.39	\$2,166,100
Dec-24	83	55	156	\$30,572.52	\$2,549,817
Jan-25	100	63	162	\$42,657.66	\$2,692,440
Feb-25	83	67	176	\$13,974.35	\$3,587,915
Mar-25	111	70	194	\$33,700.11	\$1,902,369
Apr-25					
May-25					
Jun-25					
Jul-25					
Aug-25					
Sep-25					
Totals	574	391	1035	\$168,598.77	\$15,409,183

Building Activity October 1, 2023 to September 30, 2024					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-23	97	54	202	\$22,747.07	\$1,815,941
Nov-23	67	64	145	\$21,240.24	\$2,137,749
Dec-23	69	57	121	\$25,076.22	\$3,926,104
Jan-24	80	40	171	\$32,451.56	\$1,608,064
Feb-24	97	73	160	\$26,968.00	\$2,956,444
Mar-24	95	72	169	\$20,826.74	\$1,474,411
Apr-24					
May-24					
Jun-24					
Jul-24					
Aug-24					
Sep-24					
Totals	505	360	968	\$149,309.83	\$13,918,713
Difference	69	31	67	19288.94	\$1,490,470



Agenda Item #5B Senior Center

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Senior Center Items
SUBMITTED BY:	Richard J. Pike, City Manager
DATE:	April 7, 2025
BACKGROUND:	Item (1) Reimbursement Agreement. Staff has reviewed prior Council meetings. It appears the intent was for the Neptune Beach Senior Center Activity Center Foundation, Inc., to reimburse the City for any expenditures made on the Senior Center's construction and operation; however, a thorough search of City records does not show that there was ever a formal written agreement to do so. During the Council meeting on March 17, 2025, Jaime Fernandez, CFO, presented a detailed analysis of expenditures to date. For the Council's convenience, a copy of the analysis is included in the agenda materials. The agreement to reimburse the City for all previous, current and future expenditures related to the Senior Center should be memorialized in writing. Item (2) Lease Agreement. There is no evidence of any prior lease agreement between the City of Neptune Beach and the Neptune Beach Senior Center Activity Center Foundation, Inc., for the use of the Center located at 2004 Forest Ave., Neptune Beach, Florida 32266. It is recommended that at least a three-year lease be entered into by the parties, which may be revoked upon 30 days' written notice. The amount of the rent should be determined by the Council. Item (3) Waiver of Liability. Under Section 13, Article X of the Florida Constitution and Section 768.28, Florida Statutes, the City has Sovereign Immunity for tort claims of up to \$200,000 per individual and \$300,000 per occurrence. The City also carries general liability insurance and any tour companies that are utilized also carry insurance. Regardless of Sovereign Immunity and insurance coverage, it is recommended that users of the Senior Center sign waivers and releases of liability prior to utilizing the Senior Center or taking part in activities at or arranged through the Senior Center. Item (4) Status of Non-Profit Entity the Neptune Beach Senior Center Activity Center Foundation, Inc. The current status of the Neptune Beach Senior Center Activity Center Foundation, Inc., is not entirely known. Leslie Lyne, Executive Director should provide a presentation to the Council of all prior, present and planned fund raising activities; day-to-day operations and activities offered by the Senior Center; her current job duties; the status of the

	Senior Center Activity Center Foundation, Inc.; an overview of the current Officers and Directors; an overview of the most recent meetings of the Directors; copies of all internal financial records and corporate documents (bylaws, annual reports, meeting minutes, etc...). This will allow the Council to determine whether it wishes to continue operating the Senior Center in the current manner. Item (5) Letter to Boxx Modular. During the March 17, 2025 meeting, the Council requested that a letter be sent to BOXX Modular, Inc. (formerly Vanguard Modular Building Systems, LLC), who is the company responsible for the construction / installation of the Senior Center. The letter notifies the company of the construction defects and the ongoing water intrusion and mold issues. The letter also informs the company of the great expense that will be required to repair the Senior Center and requests assistance from the company. Copies of the letter were sent by certified mail to the senior management of the company.
RECOMMENDATION:	Item (1) Reimbursement Agreement. It is recommended that the Council direct the City Attorney to prepare a written reimbursement agreement between the City of Neptune Beach and The Neptune Beach Senior Center Activity Center Foundation, Inc. The agreement should include reimbursement of all prior, current and future expenditures. Item (2) Lease Agreement. It is recommended that the Council direct the City Attorney to prepare a written lease agreement between the City of Neptune Beach and The Neptune Beach Senior Center Activity Center Foundation, Inc., for the use of the Senior Center. The term of the lease should be at least three years. The amount of rent should be determined by the Council. Item (3). Waiver of Liability. It is recommended that the Council direct the City Attorney to prepare a written waiver of liability to be signed by all users of the Senior Center. Item (4) Status of Non-Profit Entity the Neptune Beach Senior Center Activity Center Foundation, Inc., It is recommended that the Council direct Leslie Lyne, Executive Director of the Senior Center to make a detailed presentation and provide supporting documentation to the Council as outlined above within 30-days. Item (5) Letter to Boxx Modular. No action is required by the Council. This is an informational item only.
ATTACHMENT(S):	Letter to BOXX Modular, Inc. with attachments Senior Center Financials prepared by Jaime Fernandez, CFO

City of
Neptune Beach



Richard J. Pike
City Manager

March 26, 2027

VIA U.S. CERIFIED MAIL RETURN RECEIPT REQUESTED TO:

BOXX Modular, Inc.
3475 High River Rd.
Fort Worth, TX 76155

TO INDIVIDUAL RECIPIENTS:

Mr. Trevor Haynes, President and Chief Executive Officer

Mr. Edward Redmond, Executive Vice President & Chief Operating Officer

Mr. Tobias Labrie, Executive Vice President and Chief Financial Officer

Mr. Heinz-Josef Werner, Vice President, Sales

Ms. Barbara Kelley, Director

Subject: Neptune Beach Senior Center (Construction Defects / Water Intrusion)

Dear Sirs and Madam,

In August of 2020, the City of Neptune Beach contracted with Vanguard, now “BOXX Modular, Inc.,” to install / construct a modular office building to be used as a senior citizen center (“Senior Center”). A copy of the contract is attached as **Exhibit “A”**. The Senior Center is a place where more than 1200 senior citizens annually have the opportunity relax, learn, and engage in social activities. Often, the Senior Center serves more than 70 senior citizens daily.

The Senior Center has been plagued with construction defects and deterioration since it opened its doors. It has endured extensive water intrusions causing multiple closings. Currently, the Senior Center is closed indefinitely due to its dangerous state of inhabitability. In December of 2024, Maxwell Engineers, Inc., performed a water intrusion assessment. A complete copy of

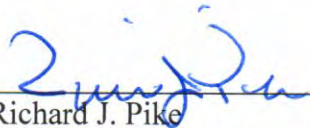
the assessment is attached as **Exhibit “B”**. As the assessment demonstrates, leaks riddle the walls, flooring and roof, and the building is rotting with the smell of mildew. The Senior Center has been overtaken with toxic black mold caused from pervasive leaks and water damage, exposing all who enter it to respiratory harm. As you may be aware, black mold is most harmful to those with weakened or compromised immune systems such as the senior citizens that frequent the Senior Center.

Attempts to work with the original contractor / installer have failed. The City has attempted to make “patch” repairs as needed but has been unable to cure the extensive defects. Further inspections have confirmed numerous defects: faulty roof drains, improperly installed roofing and siding systems, failed sealants, and improperly installed window flashings, all resulting in severe water intrusion. We are in the process of procuring a local contractor to make repairs. It must be noted that almost every component of the building including the roof, exterior siding, walls, flooring, and foundation will require repair or replacement. The defects are so severe that a “tear down” inspection is required before we can even assess the extent of the damage and obtain a scope of work to repair the building. The cost of the “tear-down” inspection alone is quoted at \$35,000. The quote for the “tear-down” inspection is attached as **Exhibit “C”**. Although we do not know the exact costs at this time, it is estimated that future repairs will total more than \$300,000, which may not include mold remediation and interior “build-back”.

Florida is a large state with over 400 municipalities and 67 counties. These local governments are connected by their vendors and contractors and the staff and leadership that oversees procurement. Certainly, Florida’s other local governments would hold you in high regards if you were willing to help solve this problem. Although Neptune Beach is a small city, it is part of the Jacksonville / Duval County metropolitan area with media outlets that reach over a million people. Local news outlets have already expressed interest in this story. Though a court of law may be an option to resolve this matter, the court of public opinion, especially a favorable public opinion, would have a positive impact on your company's bottom line. Therefore, I implore you to help solve this problem. Neptune Beach eagerly awaits your response as to how specifically BOXX Modular intends to achieve this end. I can be reached directly by email at cop@nbfl.us.

BOXX Modular, Inc.
March 26, 2025
Signature Page

Regards,



Richard J. Pike
City Manager

cc: The Honorable Cori Bylund, Mayor
City Council of the City of Neptune Beach
Mr. Paul Waters, Esq., Partner, Vose Law Firm, City Attorney
Ms. Heather Whitmore, Community Development Director
Mr. Deryle Calhoun, Jr., P.E., Director of Public Works



EXHIBIT "A"

Vanguard Modular Building Systems, LLC
717 Constitution Drive, Suite 100
Exton, PA 19341

PRICING SCHEDULE

Agreement Number 38741

BUYER: City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Seller: Vanguard Modular Building Systems, LLC
ASM: John Patrick

Vanguard's Bid or Proposal, dated 8/31/2020, All inclusive is incorporated and made part of this Agreement of Sale

Manufacturer: Diamond Builders Serial No(s): DBI-8897 A-F

Model(s): 84x60 Unit Description: (6) 13'8"x 60 Modular Office Floors combining to make one 84x60 building

BUILDING(S): New 2020 84x60 Modular Office Building 400,000.00

DELIVERY: To address site in Neptune Beach, FL - Included -

SET-UP: Std block, level, anc & seam; abv grd w/dbl dry stk prs-Inc. -

OTHER: Poured concrete pier footers w/srf bnd cmt on drt - Included -
HARDI-PANEL Skirting to match siding (inc. htch rem.)-Inc. -
Accordian wall in module B - Included -

SUBTOTAL: 400,000.00

TAX: County / State: Duval / FL Tax Rate: EXEMPT

TOTAL SALE PRICE: 400,000.00

BILLING SCHEDULE

% of Purchase Price

Milestone Description

<u>25%</u>	<u>Down payment due with signed contract</u>	<u>100,000.00</u>
<u>60%</u>	<u>Due prior to delivery or 30 days from manufacturer completion (whichever occurs first)</u>	<u>240,000.00</u>
<u>15%</u>	<u>Due upon completion of VMBS' scope of work</u>	<u>60,000.00</u>
		<u>-</u>

ADDITIONAL NOTES: This contract in conjunction with TIPS-Interlocal Purchasing System-Contract #170903

DELIVERY ADDRESS: Neptune Beach Senior Activity Center
2004 Forest Avenue
Neptune Beach, FL 32266

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Sale to be accepted at the prices and upon the Vanguard Modular Building Systems Agreement of Sale Terms and Conditions named herein and attached hereto to be executed by a duly authorized agent.

SELLER: Vanguard Modular Building Systems, LLC

BUYER: City of Neptune Beach

By John V. Patrick, ASM
Printed Name / Title

Date 9/18/2020

By Stefen Wynn, City Manager
Printed Name / Title

Date 9/18/2020

Edited: 10/5/07; Version 1.2



Pricing provided to be compliant with:
TIPS - The Interlocal Purchasing System
Contract #170903 – Permanent Modular Buildings
Vanguard Modular Building Systems, LLC

modular project

PROPOSAL

August 31, 2020

VMBS Project: 38741

RFP:



CITY OF NEPTUNE BEACH

NEW Senior Center

NEW 84'x60' Custom Business Occupancy Building

2004 Forest Avenue, Neptune Beach, FL 32266

Vanguard Modular Building Systems, LLC (Headquarters)
717 Constitution Drive | Suite 100 | Exton, PA | 19341

(877) 438-8627 | VanguardModular.com | info@vanguardmodular.com



VANGUARD
MODULAR BUILDING SYSTEMS

38741
August 31, 2020

modular project

Sale Price Detail

The information provided in this proposal is prepared for the referenced organization and is CONFIDENTIAL. Unauthorized distribution of this information is strictly prohibited.

NEW 84'x60' Custom Business Occupancy Building

(Building---- NEW ---- see attached floor plan)

Proposal is good for 15 days from date above. Proposals are contingent upon VMBS corporate credit review and approval.

BASE PRICE

Scope of Work Description

Amount (usd)

Building(s) Only Purchase Price (Please see specifications for Building Components included in Building Price)	\$ 328,572.00
Delivery of Building(s) to the site.	\$ 9,655.00
Set-Up/Erection (standard block, level, anchor, and seam) above grade w/double dry stack CMU piers.	\$ 24,451.00
Hardi-Panel Skirting/Underpinning installation to match building siding. (Includes Hitch Removal)	\$ 4,268.00
Poured Concrete Pier Footers w/Surface Bonding Cement on DIRT	\$ 23,836.00
(1) Accordion Wall in Module B to be measured & Installed at a later date. (After Substantial Completion)	\$ 9,218.00
	\$
	\$
	\$

Building w/Listed Items Purchase Price Total: \$ 400,000.00

OPTIONS

Initials = Selected Option Description

Amount (usd)

	ADD+	\$
	ADD+	\$
	ADD+	\$
	ADD+	\$
	ADD+	\$
	ADD+	\$



Pricing provided to be compliant with:
TIPS - The Interlocal Purchasing System
Contract #170903 – Permanent Modular Buildings
Vanguard Modular Building Systems, LLC

Customer Initials: SW

Pricing excludes all applicable taxes and insurance. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 15 calendar days from the "Proposal Date". Vanguard Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval.



VANGUARD
MODULAR BUILDING SYSTEMS

38741
August 31, 2020

modular project Project Description Detail

- If local officials require additional drawings for foundations &/or decking not supplied by the factory additional charges may be required Proposal does not include any unknown subsurface conditions and may result in additional costs to customer.
 - Proposal doesn't include any permitting on project and is the responsibility of the customer to supply local officials with the required information they need to approve (site plans, zoning approvals, etc.). Vanguard Modular does have the ability to run permits at additional cost if needed.
 - If poured concrete footers and/or shear wall piers are required additional fees would apply for disposal of piers at lease end, footers to remain in place, no site restoration included, check with local officials for exact foundation requirements.
 - Proposal is contingent upon VMBS credit approval.
 - Building Price includes engineered blue line building drawings.
 - Assumes site with 3,000 psf soil bearing capacity, bearing tests to be provided by Customer and may be required to confirm compaction.
 - Customer is responsible for obtaining and the cost of all site plans, surveys, permits, licenses, and Certificate of Occupancy
 - Piers quoted minimum @ 8' O.C. and max height at 32" maximum, anchors have been quoted minimum 8' O.C. for a dirt surface with a soil bearing capacity of 3000psf minimum unless otherwise noted herein.
 - Hard surfaces like concrete or asphalt will require additional cost. Site of building placement must be level to 6" in 50' or 12" in 100', accessible by road tractor and the ability to spot the building over the building pad. The use of cranes, rolling or other means of spotting the building will be an additional charge via change order.
 - *Extra Work are those items not included in our proposal and shall be require a Change Order. Change Orders are billed as non-reoccurring one time charges.
 - Pressure Treated ADA Ramps/Steps include recent code changes for post footings and galvanized post brackets.
 - NOTE: Items such as ceiling tile, VCT flooring, carpet, paint, and other items within the building will be difficult to match locally when these items are damaged or need to be replaced. Please inform your salesman if you need to add extra quantities of materials to be added before the manufacture of the building.
-
- NOT INCLUDED: Safety Training, Background Checks, Badging Requirements, and any additional unlisted requirements.
 - DEHUMIDIFICATION: Please note areas within the Southern United States have very high Humidity and unless noted on the specifications of the pricing no humidity control is included in the Budgetary Quote. If the option for Dehumidification to be added to the HVAC units in the building please ask your ASM to Option the Dehumidification for all or a portion of the HVAC units included in the specifications.

NOTE: Where a wind debris region has been designated, the building owner/lessee shall be responsible to protect exterior glazing (doors, windows) and ventilation openings in buildings. Coverings must be impact resistant and meet the minimum requirements of an approved impact resistant standard. New construction must incorporate impact resistant glazing. Protection is to be provided by the building owner, subject to local approval.

Pricing excludes all applicable taxes and insurance. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 15 calendar days from the "Proposal Date". Vanguard Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval.

Customer Initials: SW

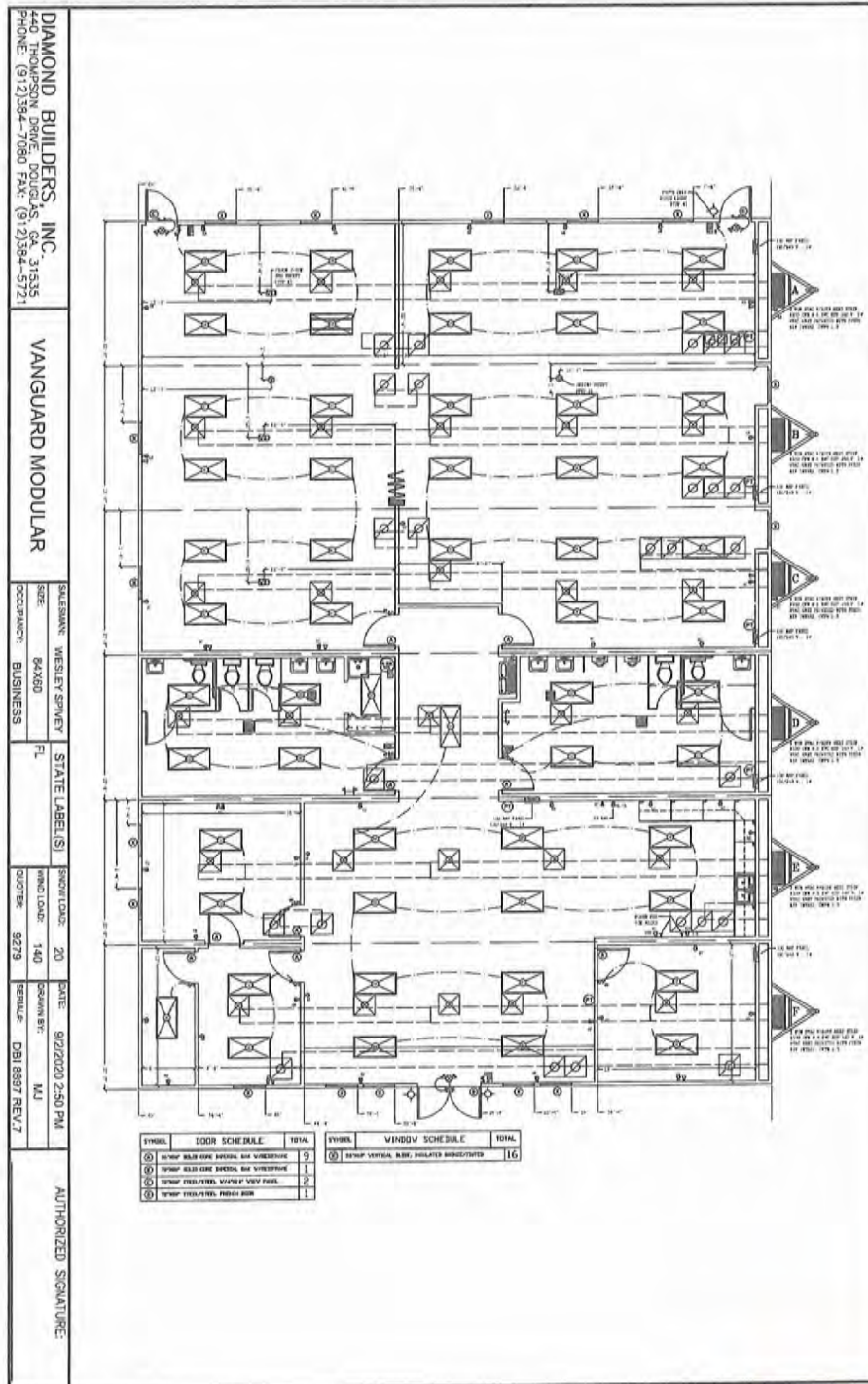


VANGUARD
MODULAR BUILDING SYSTEMS

38741
August 31, 2020

modular project Floor Plan

BUILDING LAYOUT (Not to Scale!)



Customer Initials: sw

Specifications

Serial #: DBI-8897 A-F

Order #: 9279

Prod #:

Mfg Date: 00/00/00

Ship Via:

Occupancy: 84x60

Model Year:

Perimeter: 288.00

Sq Feet: 5,040.00

Qty	Description	Color/Location
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Unit/Model Description

- 1.00 This quote is based on DBI doing their own service
- 1.00 work. No warranty is involved where union labor
- 1.00 is required.
- 5040.00 Complex (With multiple Interior Walls)
- 1.00 Description of Unit
(((Nominal 84x60 (6) 13'8"x60'0" Modules)))

CODES

- 1.00 IBC Coded
- 1.00 Business Occupancy
- 1.00 State Labels:
FL
- 1.00 140 MPH VASD Wind Load / 180 MPH VULT
- 1.00 Ground Snow Load 20 PSF
- 1.00 Approximate Shipping Height
15'4" Tall

FRAMES

- 6.00 Detachable Hitch
- 12.00 12 in I-Beam
- 6.00 Outrigger Frame
- 6.00 95 1/2" I-Beam Spacing
- 6.00 Std. Axles As Required
- 6.00 Select Tires
- 6.00 Tie Down Clips

FLOORS

- 5040.00 Woven Nylon Impregnated Bottom Board
- 360.00 2x8 Floor Joists 16" O.C.

Customer Initials: sw
VANGUARD
MODULAR BUILDING SYSTEMS

Qty	Description	Color/Location
<u>FLOORS</u>		
5040.00	Decking 3/4" Sturdi-floor Plywood	
3.00	Hold Decking Back 5" on Each Side the Mate-Line	
728.00	Comm. Vinyl Floor Cover (Corlon) W/ Welded Seams Installed In Restrooms	only
4312.00	Carpet 20oz. - 15', Olefin Level Loop	
<u>WALLS & PARTITIONS</u>		
558.00	Wall Height 9'-6" (Upcharge)	
422.00	Double Top Plate	
204.00	2" x 4" Exterior Walls (Studs 16" O.C.)	
270.00	2" x 4" x 8' Interior Walls (Studs 16" O.C.)	
84.00	2" x 6" Exterior Walls (Studs 16" O.C.)	
828.00	Standard Trim	
828.00	5/8" Vinyl Covered Gypsum (Type X / Fire Rated)	
828.00	4" Vinyl Base Cove (Continuous Roll)	
<u>INTERIOR DOORS</u>		
8.00	36" x 80" (S.C.) Imperial Oak W/ Steel Rediframe	
9.00	Floor Mounted Door Stops	
2.00	Push/ Pull Plates (Located on Multi-Station RR) W/Lever Handle	Lock
7.00	Grade 2 - Tell Interior Lever Hardware	
<u>ROOF</u>		
360.00	Truss Type - Transverse	
360.00	Truss Spacing - 24" O.C.	
5040.00	Roof Sheathing: FR 7/16" OSB Decking	
5040.00	Roof Covering: 45 Mil. White Rubber W/ Underlay	
5.00	12" White Mate-Line Tape (White EPDM Only)	
6.00	Hurricane Straps (Side Only)	
6.00	Attic Ventilation as Required	
150.00	4 - Layer - 24" x 3/4" Struct I Ridgebeam	
1.00	Support Post (As Required)	
1.00	Special Note Production: ADD Bracing For Customer To Site Installed Accourdion Wall On The B Floor	

Customer Initials:

SW

Qty	Description	Color/Location
<u>CEILING</u>		
1.00	Finished Ceiling Height 9'-0" AFF	
5040.00	T-Grid (Mate-Line Close-Up to be by Others)	
<u>PLUMBING</u>		
2.00	Multi-Station Restroom	
1.00	Supply Lines - CPVC	
1.00	Waste Pipe - PVC (Stub out only - below Fixture)	
1.00	All Waste Line - Manifold On-Site by Others	
4.00	Wall Hung Lavatory (Multiple Fixtures)	
4.00	Mirror- Standard (Std. W/ Wall Hung Sink)	
4.00	Vinyl - Anti-Scald Cover for Trap & Supply	
3.00	Toilet - Elongated Bowl	
2.00	Handicap Toilet (Tank Type)- With Grab Bars	
5.00	Toilet Tissue Holder - Standard	
2.00	Urinal - W/ Flush Valve	
1.00	10 - Gallon Water Heater	
1.00	Hi-Lo Water Cooler (Double) (Factory Std.)	
1.00	Fiberglass Mop Sink W/ Legs	
2.00	Floor Drain with Trap Guard in Drain	
5.00	Modesty Partition - Metal (Toilet)	
2.00	Urinal Partitions - Metal	
2.00	Plumb For Refrigerator Icemaker	
<u>ELECTRICAL</u>		
5.00	100 Amp Single Phase Interior Panel Box	
1.00	200 Amp Single Phase Interior Panel Box	
72.00	LED- T-Grid- 2 LED Light Strips	
7.00	Occupancy Sensor (Wall) W/Switch Ceiling Mounted	
4.00	Porch Lights - Photo Cell	
2.00	Emergency Light	
3.00	Emergency/ Exit Light W/ Remote Head Dual Remote Heads	

Customer Initials:

SW

Qty	Description	Color/Location
<u>ELECTRICAL</u>		
10.00	2x4 Blank J-Box W/ 3/4 EMT Stub @ 16" AFF	
2.00	120V - 20 Amp Ceiling Mounted Recept	
4.00	2x4 Floor Mt.Data J-Box W/ 1/2" Conduit Stub	
1.00	2x4 Floor Mt. Powered J-Box (Factory Standard) Installed On A Switch At Exterior Door And Ran To Below Roof For Customer Installed Ceiling Fans	
1.00	2x4 Floor Mt. Powered J-Box (Factory Standard) Installed On Exterior Below Roof Line For Customer Installed Flood Lights On Site Installed Porch	
5.00	J-Boxes for Alarms @ Exterior Doors Exterior Doors And Restrooms	
1.00	Fire Alarm Control Panel To Be By Others	
1.00	Romex Wiring Per Code (Std)	
5040.00	MC Cable Above Ceiling Only (T-Grid)	
4.00	120V - 20 Amp Floor Mt. Recept (Metal)	
1.00	Receptacles Per Print 12' OC	
4.00	Receptacles - GFI Protected	
5.00	Receptacles - Exterior GFI Protected	
1.00	Heat Tape Receptacle - GFI	
2.00	Dedicated Recept 20 Amp Microwave And Customer Installed Rangehood	
2.00	Dedicated Amp Recept @ 48" AFF (For Refrig)	
1.00	Dedicated Outlet 50 Amp Stove	
<u>HVAC</u>		
80.00	Plenum Wall	
6.00	3 Ton Wall Hung AC W/ 10 KW Heat	
6.00	Factory Std- Programmable Thermostat	
300.00	Fiberglass Supply Duct (Std.)	
240.00	Fiberglass Return Duct (Std).	
30.00	T-Grid Diffuser (Adjustable)	
18.00	T-Grid Diffusers (Non Adjustable)	
<u>CABINETS</u>		
22.00	Oak Base Lam. Cab.(Lowe's) W/ Roll Top	

Customer Initials: SW

Qty	Description	Color/Location
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CABINETS

22.00	Oak O.H. Cabinet (Lowe's) W/Shelf	
1.00	Handicap Accessible Knee Space Below Sink W/Hidden Knee	Space
1.00	Double Bowl Stainless Steel Sink & Faucet	

EXTERIOR

288.00	Hardi-Panel(Stucco)W/ Structural Sheathing Reveal Stucco Hardi	Panel
288.00	Moisture Resist House Wrap - Full Perimeter	
60.00	5/8" Plywood Sheathing 4 Sides Installed On Exterior Side Wall For Site Installed Porch My Others	
288.00	Parapet Wall W/ Hidden Downspouts	
1.00	Skirting Based On 36" Average Height	
288.00	Hardi-Panel Skirting Kit Stucco	Only
288.00	Special Item: EFIS Bottom	Trim
288.00	Special Item: EFIS Top	Trim
4.00	Special Item: EFIS Door	Trim
16.00	Special Item: EFIS Window	Trim

WINDOWS

16.00	Hi-Impact DP-66 Window Upcharge	
16.00	36x60 V/S B/Tinted Insulated	
16.00	Vinyl Mini Blinds	

EXTERIOR DOORS

2.00	36x80 ST/ST 4x24" VB Hi-Impact	
1.00	72x80 ST/ST French Not Impact	Rated
3.00	Panic For Steel Doors Grade 2	
3.00	Closer (Factory Std.)	

INSULATION

5040.00	R-19 Floor	
288.00	R-13 Exterior Wall	
5040.00	R-30 Ceiling	
270.00	R-11 Interior Walls	

Customer Initials: SW

Delineation of Responsibilities

Division	Sub	Description	VMBS	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds	☐	☒	☒
	1040	Building Permits/License	☐	☒	☐
	1500	Temporary Heat/Lighting	☐	☒	☐
		Portable Toilets	☐	☒	☐
		Temporary Water & Power	☐	☒	☐
	1502	Site Cleanup/Dumpster	☐	☒	☐
	1700	Closeout/Acceptance	☐	☒	☐
	1900	Miscellaneous			
		Taxes	☐	☒	☐
		Prevailing Wage Scale (Davis-Bacon)	☐	☐	☒
		Safety and Security Access Requirements For Workers	☐	☒	☐
		Project Terms of Payment	☒	☐	☐
		Invoicing Procedure	☒	☐	☐
DIVISION 2 : SITE WORK					
	2000	Site Work	☐	☒	☐
		Accessibility	☐	☒	☐
		Stake Site/Building Location	☐	☒	☐
	2160	Excavation & Grading	☐	☒	☐
		Spoilage Disposal	☐	☒	☐
		Erosion Control	☐	☒	☐
	2660	Final Connection of Domestic Water At Building Line	☐	☒	☐
	2740	Final Connection of Sewer To Single Point at Building Line	☐	☒	☐
	2900	Landscaping / Fine Grading	☐	☒	☐
		Seeding	☐	☒	☐
		Restoration	☐	☒	☐
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations: Concrete Pier Footers;	☐	☐	☒
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings	☒	☐	☐
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring with / without carpet bar	☒	☐	☐
	9680	Carpeting with / without carpet bar	☒	☐	☐
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards	☐	☒	☐
	10425	Signage/Braille	☐	☒	☐
	10520	Fire Extinguishers	☐	☒	☐

Customer Initials:

SW


VANGUARD
MODULAR BUILDING SYSTEMS

Delineation of Responsibilities

Division	Sub	Description	VMBS	Owner	NA
	10532	Awnings	☐	☒	☐
	10800	Toilet Accessories	☐	☒	☐
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	☒	☐	☐
	13122	Piers	☒	☐	☐
		Dry-Stack Block/Steel Piers	☒	☐	☐
		Surface Bond Dry Stack	☒	☐	☐
	13123	Set-up	☒	☐	☐
		Structurally Connect Modular Floors & Roofs	☒	☐	☐
		Remove Hitches (Store Under Bldg or Stage Per Customer Req.) included in skirting package, see Options.	☒	☐	☐
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	☒	☐	☐
	13126	Anchor Modular Units Per Design Criteria	☒	☐	☐
	13127	Skirting (Frame, Vents, Access Panel Included)	☒	☐	☐
	13128	Roof Seaming	☒	☐	☐
	13151	Site Construct Connector Corridors	☐	☐	☒
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service To Site	☐	☒	☐
		Main Disconnect For Modular Building Connection	☐	☒	☐
		Supply and Install MDP	☐	☒	☐
	16610	Fire / Smoke Alarm Systems	☐	☒	☐
	16620	Security Intrusion System	☐	☒	☐
	16740	Clocks/Bells	☐	☒	☐
	16750	Communication Systems	☐	☒	☐
		Tap Existing Comm Service For Site	☐	☒	☐
		Final Connection of Comm System	☐	☒	☐
	16770	Data Systems	☐	☒	☐
		Tap Existing Data Service For Site	☐	☒	☐
		Final Connection of Data System	☐	☒	☐

Customer Initials: SW
VANGUARD
MODULAR BUILDING SYSTEMS

TIMELINE – New and Used Modular Buildings

Estimated Project Schedule New Buildings

3-4	weeks from contract, deposit, colors, and sign-off.
4-5	weeks from State approved plans from Manufacturer.
1-2	weeks from permit approval and submission to VMBS.
2-3	weeks from building delivery.
3-4	weeks from building delivery.
5	weeks from building delivery.

Milestone Description

Design & engineering to customer.
Building off-line at manufacturing plant.
Building delivery
Building installation
Substantial completion
Final completion

Get started early as the building will be ready long before permits can be obtained through local issuing authorities! Estimation for local permitting ranges widely, allow 30-90 days (check with local building authorities for exact timeline to obtain permits in your area).

SCHEDULE NOTES

Additional Information

Please return sign-off's and color selections as soon as possible, buildings will not be ordered without deposits, sign-off's, and color selections being received by Vanguard first!

Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.

Customer Initials: SW



VANGUARD
MODULAR BUILDING SYSTEMS

38741
August 31, 2020

modular project Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 30 calendar days from the "Proposal Date"
2.	Vanguard's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal is contingent on mutually acceptable contract terms
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, Vanguard will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, Vanguard shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by Vanguard. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described.
8.	Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	Vanguard will take reasonable protective precautions to avoid damage to property and equipment. Vanguard will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE - Vanguard Modular Building Systems, LLC will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). Vanguard does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect Vanguard's interests.
11.	INDEMNIFICATION - Vanguard Modular Building Systems, LLC will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by Vanguard's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). Vanguard is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of Vanguard. In no event shall Vanguard be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
☒	1. Impact fees
☒	2. All applicable taxes (sales, property & use)
☒	3. Bonding
☒	4. Special insurance
☒	5. Cranes and additional spotting apparatus
☒	6. Fire suppression system
☒	7. Site security (unless otherwise stated)
☒	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
☒	9. Tap fees and lift station (if required)
☒	10. Exterior fire rating
☒	11. Architect and engineering fees
☒	12. Rock removal
☒	13. Off-site spoilage removal
☒	14. Site utilities and connections to modular building - includes electric, gas, water, and sewer or septic
☒	15. Communications services and connection - including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
☒	16. Lightning protection
☒	17. Temporary access roads and walkways
☒	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
☒	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
☒	20. Portable toilets
☒	21. Laboratory and field testing of materials
☒	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
☒	23. Costs associated with easement(s)

Customer Initials: SW



VANGUARD
MODULAR BUILDING SYSTEMS

www.Vanguardmodular.com

38741
August 31, 2020

modular project
Site Requirements

Site Requirements

<i>X = Applicable</i>	
☒	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
☒	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
☒	3. Assumes site with 3,000 psf soil bearing capacity, bearing tests to be provided by Customer
☒	4. All site plans and surveys to be provided by Customer
☒	5. All underground utilities are to be clearly marked and flagged
☒	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
☒	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
☒	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
☒	9. Wheels, Tires, and Axles will be removed, staged on-site or transported to Branch at VMBS's discretion or needs.
☒	10. Site preparation by Customer
☐	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return for leased buildings.
☒	12. Main electrical service to building panels by Customer
☒	13. Customer is solely responsible to inform VMBS if site location is in a flood or fire zone
☒	14. Customer is responsible for building maintenance

Customer Initials: SW



Pricing provided to be compliant with:
TIPS - The Interlocal Purchasing System
Contract #170903 – Permanent Modular Buildings
Vanguard Modular Building Systems, LLC



VANGUARD
MODULAR BUILDING SYSTEMS

www.Vanguardmodular.com

VANGUARD MODULAR BUILDING SYSTEMS, LLC
PROPOSAL AND AGREEMENT OF SALE TERMS AND CONDITIONS
AGREEMENT NUMBER 38741

1. In consideration of Seller furnishing the equipment described on the front page hereof, the buyer shall pay to the Seller the sum stipulated on the front page hereof, subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing per payment terms stipulated on the front page hereof. In the event delivery of equipment for the project requires more than one shipment, Seller, may, at its option, render separate invoices for each shipment. If shipment of any part is delayed Buyer's obligation for the remainder of the equipment shall not be affected thereby. Payment not remitted within ten (10) days of the due date shall bear an interest charge in the maximum amount permitted by law, and in addition, a Late Payment Fee of 10% of the delinquent payment may be assessed.
2. Unless otherwise specifically set forth in the Proposal and Agreement, it is specifically agreed and understood between the parties that the price herein specified does not include any bonds, state or local taxes or governmental charges. Any tax or other governmental charge upon production, sale, use or shipment of products sold, now imposed or hereafter becoming effective, shall be paid and remitted to the appropriate governmental agency by the Buyer, or if state or federal law does not permit payment and remission in such manner, said tax or other governmental charge shall be added to the price and shall be paid by Buyer to Seller unless a proper exemption certificate is provided to Seller. Buyer is solely responsible for payment of any and all applicable taxes.
3. The Buyer shall be solely responsible for any and all additional materials, labor, site preparation and all other items on the project other than those materials as specifically set forth on the front page hereof.
4. The Buyer shall be solely responsible for compliance with all building codes, for obtaining any type of building permits, zoning approvals, licenses and any tap and impact fees, any assessments and all utility costs, or any occupancy variances that may be required on the project. Buyer shall be solely responsible for any damages arising out of the building(s) being utilized for a different occupancy and geographical area other than those for which it was fabricated.
5. Unless otherwise specified, additional expense caused by obstructions, either overhead or underground, concealed conditions, encountering hazardous materials (abatement or remediation to be done by others at their expense) demolition work, grading to bring site level, or extra depth or width of concrete footings, foundations or excavations caused by earth fill, or abnormal soil conditions which may require foundations different from the standard plans approved by the Building Department, are to be paid for by the Buyer.
6. The Buyer warrants that he owns, or has the right to construct buildings on, the property which the equipment as described herein is to be delivered, constructed, or other work performed, and will designate to the Seller the location of the corner stakes of the property and will furnish the survey and plot plan showing the boundary dimensions and angles of the property, and the proposed location on the site of the building and/or other work to be performed, together with all necessary information concerning contours, grades, soil conditions, tree locations, utility service lines, rights of way, easements and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. Seller shall not be responsible for encroachments of any type. Buyer warrants that said construction will not violate any zoning restrictions or other laws, and the Buyer agrees to indemnify and hold the Seller harmless from all loss or damage or liability which may result from the construction of said building or other work done, or from any lack or defect of title in the Buyer, or by reason of said construction violating any zoning, code or other laws.
7. The Seller's equipment as described herein is warranted for a period of one (1) year against structural failure due to defective material or workmanship in the equipment manufactured unless otherwise stated by warranties of the Seller's supplier of purchased components. Such warranties will be conveyed to Buyer, and Buyer will deal directly with the Supplier if claim arises.
8. The warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "normal" and therefore from this warranty if such conditions exist:
 - A. Improper maintenance
 - B. Installation in an area subject to heavy fall-out, or exposure to corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufactures, paper plants and the like.
 - C. Acts of God, vandalism, falling objects, external forces, explosion, fire, flood, riots, acts of war or terrorism and radiation.

In the event that any defect is discovered by the Buyer, notice of the defect shall be given to the Seller in writing and such notice must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Buyer and is not transferable or assignable and further is void in the event the product is removed from its original location of installation. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING WARRANTIES RELATING TO MERCHANTABILITY) EXCEPT THOSE HEREIN.

9. The warranty as outlined above specifically EXCLUDES any used buildings. Said building(s), material and equipment is explicitly sold in "as is" condition NO WARRANTIES EXPRESSED OR IMPLIED. Seller is not responsible for any costs to recode or relabel the building(s), or any damages as a result of the buildings failing to meet codes in geographical areas for which they were not originally fabricated, or being utilized beyond their load or occupancy guidelines.
10. Upon acceptance, the Proposal, together with its terms and conditions take precedence over any other terms and conditions, and shall constitute the entire agreement between the Seller and the Buyer, there being merged all prior and collateral representations, promises and conditions in connection with this proposal, and any representation, promise or condition not incorporated herein shall not be binding on either party.
11. Any building(s) relocation is subject to the terms and conditions of Buyer's Relocation Amendment which shall govern any conflicts with these Terms and Conditions.
12. Manufacturer's Certificate of Origin or Title (if applicable) to the equipment described herein will be conveyed to the Buyer within thirty (30) days of payment in full to the Seller.
13. Buyer will not hold Seller liable for any damages or delays caused by the module fabricator, accidents, strikes or any union activity, fire, flood, acts of God, acts of war or terrorism, weather delays, labor or material shortages, freight embargoes, delays by regulatory or permit authorities, delays by the Buyer or any employed the them, or any other cause beyond the reasonable control of the Seller. In no event shall Seller be liable for consequential or incidental damages.



Vanguard Modular Building Systems
P.O. Box 827527
Philadelphia, PA 19182-7527
Phone No.: 888.650.8742
Home Page: www.vanguardmodular.com

Invoice Number: Q38741
Invoice Date: 09/14/20
Page: 1

Bill

To: City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Ship To: Neptune Beach Senior Activity Center
2004 Forest Avenue
Neptune Beach, FL 32266

Customer ID: AC059025
Our Order No.: 38741
PO#:
Terms: DUE

Item / Description	Quantity	Total Price
25% Down payment due with signed contract		\$100,000.00

To ensure proper posting to your account, please
note your invoice number on your check stub.

Sub Total:	\$100,000.00
Sales Tax:	EXEMPT
Total:	\$100,000.00

EXHIBIT "B"

MAXWELL ENGINEERS, INC.

2555 Ponce De Leon Blvd, SUITE 220
CORAL GABLES, FLORIDA 33134
305.444.6260

December 5, 2024

Mr. Ryan Shaneyfelt
Senior Project Manager
City of Neptune Beach
2010 Forest Boulevard
Neptune Beach, Florida 32266

**Re: Report of Limited Visual Water Intrusion Assessment
Neptune Beach Senior Activities Center
2004 Forest Avenue
Neptune Beach, Florida 32266**

Dear Mr. Shaneyfelt:

Maxwell Engineers, Inc. (Maxwell) understands that water intrusion through the building exterior envelope has reportedly occurred resulting in damage to the interior finishes. As a result, you have requested Maxwell to perform a visual assessment of the exterior envelope and select interior areas. Also included in our scope of services is the provision of preliminary options for repair.

We have completed our Limited Visual Assessment of the subject building. Our walk-through survey documented the general conditions of the exterior building systems which include the exterior walls and roof. We attempted to identify potential areas for water intrusion; however, it should be noted that non-invasive visual observations may not identify all potential areas of intrusion. No destructive investigation has been performed. Maxwell has relied upon the information provided and used its best professional judgment in making the observations provided and reporting the items presented herein, but Maxwell does not guarantee that all past, present, or potential damage, deficiencies or defective conditions have been found during its inspections or reported.

We visited the site between the dates of November 4, 2024 and November 6, 2024 to perform observations of various accessible locations of the building. On several occasions, we met with Mr. Ryan Shaneyfelt with the City of Neptune Beach who provided information and photographs pertaining to the building history and water intrusion events.

Building Information

Construction of the building consists of six prefabricated modular building units transported to the site and assembled. Exterior stucco trim along the perimeter of the roof, around the windows and doors and cement board skirting were installed after the units were assembled. Subsequently, a wood-framed porch with a corrugated metal panel roof was constructed on the south and east elevations.

A document titled "Damage Diagram" was provided by you for our use. This document provides information pertaining to moisture meter readings and moisture content of the various building components within the building.

Construction plans titled "DBI-8897 A-F FL Revsd 1-8-2021" prepared by Diamond Builders, Inc. of Douglas, Georgia dated October 26, 2020 were also provided by you for our use.

Exterior Wall System

The exterior wall framing consists of 2" x 4" and 2" x 6" (nominal) wood studs spaced 16-inches on center. The exterior sheathing consists of 7/16-inch thick oriented strand board (OSB) covered with a building wrap. The exterior walls are finished with fiber cement panels with a simulated stucco pattern. The panels are installed in squares measuring approximately four foot by four foot with vinyl fiber cement trim reveals installed horizontally and vertically between the panels.

Window trim is installed around the perimeter of the window with arches over the top of the windows on the north, east and west elevations. Window trim on the south elevation contains horizontal trim over the windows. Doors contain casing at the jambs with decorative crown over at the head of the doors. Window and door trim consists of portland cement plaster (stucco) over expanded polystyrene (EPS) components.

A decorative stucco trim band is installed around the perimeter of the roof along the top of the exterior walls installed over EPS components. A portion of the stucco was removed by workers for observations.

Windows and Doors

Windows for the building consists of single-hung vinyl and appeared to be double insulated. Doors consisted of metal doors with a single vertical window for access doors and a set of double French doors for the main entrance.

Stucco trim around the windows at two locations on the north elevation was removed by workers for observations following the discovery of water intrusion behind interior walls. The windows contain a flange around the perimeter of the window which was fastened to the exterior wall with screws. The flanges were embedded in silicone sealant and partially covered with polyethylene sheeting. Numerous fastener penetrations were observed behind the stucco trim.

Roof

The roof for the building consists of a white single-ply roof membrane installed fully adhered to the OSB roof sheathing. The roof slopes downward east and west from a ridge extending north to south along the center of the building. The ridge at the north and south elevations is flush with the roof edge at these locations transitioning to parapet walls as the roof slopes. The east and west roof areas slope down to approximately 7-1/2-inch high parapet walls extending along the top of the east and west exterior walls. The parapet walls do not contain metal coping.

Roof drains are located adjacent to the parapet walls and contain primary and overflow drains.

Observations

We observed areas of the roof and exterior wall system as well as portions of the interior wall where finishes were previously removed and/or repaired by others. Workers from the Neptune Beach Public Works removed the exterior trim from two windows located on the north elevation. Workers also removed a section of roof membrane and stucco trim band from the roof parapet wall on the east elevation. There were also sections of the cement fiber panels that were previously removed from the joints between the modular building units and from the crawlspace. Portions of the interior finishes were previously removed by the contractor. It was reported that the contractor had cleaned and treated the affected areas of the wall cavity.

The pages following this report include representative photographs of the various deficiencies observed with descriptions and comments.

Repair Recommendations and Options

The following recommendations for repairs based on field observations documented in the photographic section of this report have been provided. As requested by you, we have included three repair level options for your consideration which include a brief description of the work as well as our opinion for items such as longevity and maintenance. We have also provided alternative repair options combining parts of Options 1, 2 and 3 which would be the most cost effective means of repairing the building.

We did not address the repairs to the interior of the building as some repairs have been performed or are in progress. Any structural damage encountered to the exterior wall framing components during these repairs should be addressed as repairs proceed.

Option 1:*Exterior Walls, Windows and Doors*

1. Secure loose fiber cement siding panels. Repair any open penetrations in the panels.
2. Repair stucco trim along top of building and replace components, as necessary.
3. Repair stucco trim around doors, windows, building corners, parapet wall and skirting.
4. Seal (caulk) all joints within the fiber cement siding panels and vinyl fiber cement trim reveal.
5. Seal (caulk) all joints between the existing stucco trim and panels.
6. Paint the building with an elastomeric coating.

Roof

1. Repair any penetrations (holes, cuts, failed joints) in the roof membrane.
2. Remove and replace areas of the roof membrane that contain suspect damage to the OSB roof sheathing.
3. Drains are a potential source of water intrusion as water was found under the membrane adjacent to two drains. As noted in the photographic section of this report, the drains are located too close to the parapet which makes it difficult to install the proper flashing in accordance with manufacturer's requirements. Remove all drains, repair damage to the OSB roof sheathing and relocate the drains away from the parapet wall in order to properly install the drain components. Reinstall new roof membrane and roof drain components in accordance with manufacturer's recommendations.
4. Seal penetrations in the parapet wall membrane including the termination bar and exposed fasteners.
5. Install metal coping over the parapet wall.

The recommendations for this option are considered to be the minimum repairs that should be performed and therefore the most economical. The likelihood is that some level of water intrusion could reoccur and require continuous repairs and maintenance. Due to the difficulty of adequately applying sealants between the fiber cement panels and vinyl trim reveal, this level of repairs will require routine inspections and monitoring of the exterior sealants and coatings. This should be performed to the exterior sealants and coatings of the fiber cement siding panels to ensure that cracks or gaps that reoccur between the fiber cement siding panels and stucco trim are properly sealed.

The roof system will require routine cleaning of the drains due to the proximity of trees overhead, especially in the southeast corner of the building. This is critical to prevent debris from entering both the primary and secondary roof drains which could potentially clog the drains causing stormwater to accumulate on the roof.

Option 2:*Exterior Walls, Windows and Doors*

1. Secure any loose fiber cement siding panels. Repair any open penetrations in panels.
2. Remove stucco trim from along top of building and replace with pressure treated wood and/or fiber cement trim components. Install appropriate flashings at all locations.
3. Reconfigure metal roof-to-wall wall flashings over the porch roof to accommodate the new trim.
4. Remove stucco trim from around doors, windows, building corners and skirting. Eliminate stucco arches over the windows.
5. Properly waterproof around doors and windows including appropriate flashings and install new fiber cement trim components.
6. Seal (caulk) all joints between the fiber cement siding panels and vinyl fiber cement trim reveal.
7. Seal (caulk) all joints in the new wood and fiber cement trim and between the trim and panels.
8. Paint the building with an elastomeric coating.

Roof

1. Repair any penetrations (holes, cuts, failed joints) in the roof membrane.
2. Remove and replace areas of the roof membrane that contain suspect damage to the OSB roof sheathing.
3. Drains are a potential source of water intrusion as water was found under the membrane adjacent to two drains. As noted in the photographic section of this report, the drains are located too close to the parapet which makes it difficult to install the proper flashing in accordance with manufacturer's requirements. Remove all drains, repair damage to the OSB roof sheathing and relocate the drains away from the parapet wall in order to properly install the drain components. Reinstall new roof membrane and roof drain components in accordance with manufacturer's recommendations.
4. Seal penetrations in the parapet wall membrane including termination bar and exposed fasteners.
5. Install metal coping over the parapet wall.

The recommendations for this option are considered to be the medium level of repairs that should be performed and would be more costly. The likelihood is that some level of water intrusion through the exterior wall panels could reoccur and will require continuous repairs and maintenance. Due to the difficulty of applying sealants between the fiber cement panels and vinyl trim reveal, this level of repair will still require routine inspections and monitoring of the exterior sealants and coatings. Replacement of the exterior trim will reduce the potential for water intrusion associated with trim.

The roof system will require routine cleaning of the drains due to the proximity of trees overhead, especially in the southeast corner of the building. This is critical to prevent debris from entering both the primary and secondary roof drains which could potentially clog the drains causing stormwater to accumulate on the roof.

Option 3:*Exterior Walls, Windows and Doors*

1. Perform an analysis of the steel frame structure of the modular building units to determine if the existing units can support the additional load of a new fiber cement lap siding system.

Scenario 1:

If it is determined that the steel frame structure is capable of supporting the additional load, install a new layer of building wrap and new fiber cement lap siding system over the existing fiber cement panels on the exterior of the building. This should include fiber cement trim components; the system should be installed in accordance with manufacturer's requirements.

Scenario 2:

If it is determined that the steel frame structure is not capable of supporting the additional load, remove the existing fiber cement panels and vinyl trim from the exterior of the building. Install a new layer of building wrap and new fiber cement lap siding system over the OSB exterior sheathing. This should include fiber cement trim components; the system should be installed in accordance with manufacturer's requirements.

2. Remove stucco trim from along top of building and replace with pressure treated wood and/or fiber cement trim components. Install appropriate flashings where needed.
3. Reconfigure metal roof-to-wall flashings over the porch roof to accommodate the new trim.
4. Properly waterproof around doors and windows including appropriate flashings and install new fiber cement trim components.
5. Seal (caulk) all joints in the new lap siding system in accordance with manufacturer's requirements.
6. Paint the building with an elastomeric coating.

Roof

1. Remove the parapet wall from the east and west sides of the building.
2. Remove the existing single-ply roof membrane and repair damaged roof sheathing.
3. Eliminate all roof drains and close the existing roof drain openings in the OSB roof sheathing.
4. Install a metal edge flashing along the east and west roof edges. Install metal coping and edge flashing along the north and south roof edges.
5. Install a new roof system in accordance with manufacturer's requirements.

The Option 3 recommendations are considered to be the most effective repairs that should be performed which would be the most expensive. Although the initial costs may be higher, the ongoing building maintenance cost would be reduced. Typical routine inspections and maintenance of the building should still be performed. The useful life cycle of exterior painting is typically six to eight years. However, the time between repainting can vary depending on multiple factors, such as surface exposure to elements and routine maintenance.

Eliminating the parapet wall and roof drains allows stormwater to flow over the roof edge which will reduce the effort of keeping the roof free of debris. Gutters and downspouts could be installed on the west elevation to control rain runoff. As with any building, routine inspections and maintenance of the roof system should be performed.

Based on discussions with you and Mr. Deryle Calhoun, Jr., P.E., Director, City of Neptune Beach Public Works, an alternative repair has been provided which would be a combination of repair items from the three Options listed above as follows:

Exterior Walls, Windows and Doors

1. Since the east and south elevations are covered and protected by the metal porch roof, the existing cement fiber panel siding could be retained. Secure loose fiber cement siding panels on these elevations and repair any open penetrations in the panels.
2. On the north and west elevations, remove and replace the existing fiber cement panel siding with a new fiber cement lap siding system. As previously stated in Option 3, perform an analysis of the steel frame structure of the modular building units to determine if the existing units can support the additional load of a new fiber cement lap siding system. Based on these results, install the new fiber cement lap siding system in accordance with *Scenario 1* or *Scenario 2* as stated above.
3. Properly waterproof around doors and windows including appropriate flashings and install new fiber cement trim components on the north and west elevations.
4. Seal (caulk) all joints in the new lap siding system in accordance with manufacturer's requirements.
5. Repair stucco trim along top of building and replace components, as necessary.
6. Repair stucco trim around doors, windows, building corners, parapet wall on the south and east elevations.
7. Seal (caulk) all joints within as stated above in the existing fiber cement siding panels (south and east elevations) and new lap siding system (north and west elevations).
8. Seal (caulk) all joints between the existing stucco trim and fiber cement siding.
9. Paint the building with an elastomeric coating.

Roof

6. Repair any penetrations (holes, cuts, failed joints) in the roof membrane.
7. Remove and replace areas of the roof membrane that contain suspect damage to the OSB roof sheathing.
8. Drains are a potential source of water intrusion as water was found under the membrane adjacent to two drains. As noted in the photographic section of this report, the drains are located too close to the parapet which makes it difficult to install the proper flashing in accordance with manufacturer's requirements. Remove all drains, repair damaged OSB roof sheathing and relocate the drains away from the parapet wall in order to properly install the drain components and membrane flashing. Reinstall new roof membrane and roof drain components in accordance with manufacturer's recommendations.
9. Seal penetrations in parapet wall membrane including termination bar and exposed fasteners.
10. Install metal coping over the parapet wall.

Conclusion

Water intrusion is occurring through the fiber cement panels through gaps between the fiber cement siding panels and the vinyl trim. The gaps or cracks are a result of deteriorated or failed sealants between the fiber cement panels and trim reveal. Once water penetrates behind the panel, water enters through penetrations in the building wrap and around windows.

Water intrusion is occurring through the roof, primarily around the roof drains along the parapet walls. This is evidenced by the water found under the roof membrane where the parapet wall membrane was removed. This appears to coincide with some of the reported leaks inside the building.

Properly installed roofing and siding systems in accordance with manufacturer's recommendations would provide many years of service. The deficiencies documented in the photographic section of this report are based on observations within the existing roof and siding systems are difficult to correct or maintain in the present condition.

In our opinion, the ultimate benefit of using Option 3 would greatly reduce the likelihood of water intrusion into the building. However, the alternative repair with a combination of repairs from the three Options is recommended as the most cost effective.

Our conclusions are based on information provided by you and your personnel as well as our field observations. It is not the intent of this report to evaluate all of the building systems or components. Additional items of concern may exist in areas unforeseeable to our personnel. Any conditions discovered which deviate from the information presented in this report should be presented for our review.

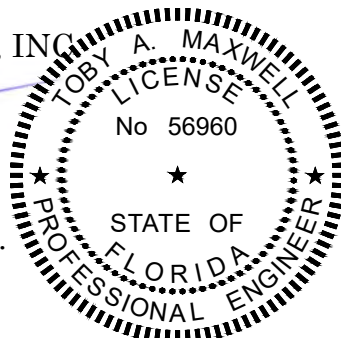
If requested, based on your needs, we will prepare drawing details for the remediation of the deficiencies identified. Preparation of drawing details will be provided as an additional service, to be billed on an hourly basis.

We appreciate the opportunity to be of service as your consultant for this project and look forward to working with you on future projects. If you have any questions, please do not hesitate to contact us.

Sincerely,

MAXWELL ENGINEERS, INC.

Toby A. Maxwell, P.E., S.I.
President
Florida PE # 56960



Digitally signed by Toby A
Maxwell

Date: 2024.12.05 12:19:57 -05'00'

This item has been digitally signed and sealed by
TOBY A. MAXWELL, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed and
sealed and the signature must be verified on any electronic
copies.

Exterior Walls1. Field Observations:

Location: North elevation

General view of a typical exterior wall depicting cement fiber siding panels and windows.

**Exterior Walls**2. Field Observations:

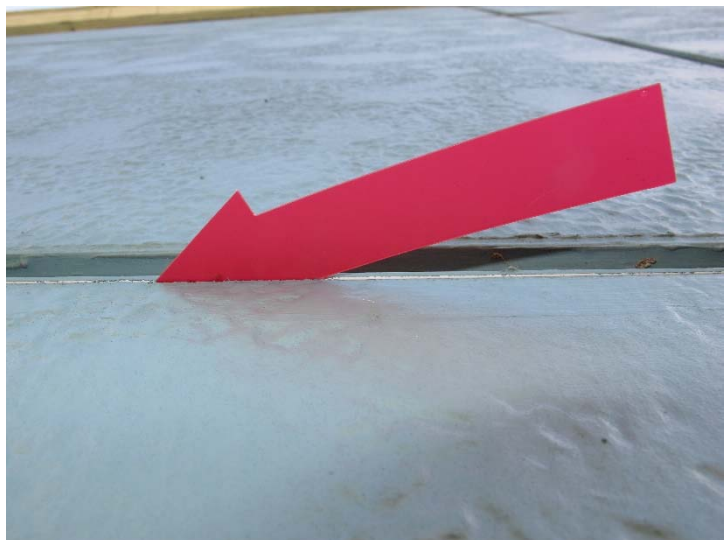
Location: North elevation

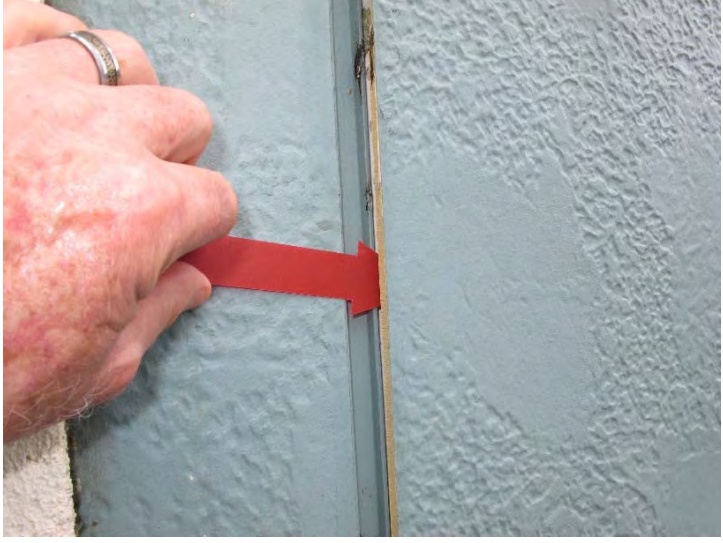
Vertical joint between fiber cement siding panels and the vinyl fiber cement trim reveal. Arrow indicates a crack as a result of deteriorated sealants. This condition allows water to enter behind the panels. This is a typical condition observed throughout the exterior walls.

**Exterior Walls**3. Field Observations:

Location: North elevation

Horizontal joint between fiber cement siding panels and the vinyl fiber cement trim reveal. Arrow indicates a crack as a result of deteriorated sealants. This allows water to enter behind the panels. This is a typical condition observed throughout the exterior walls.



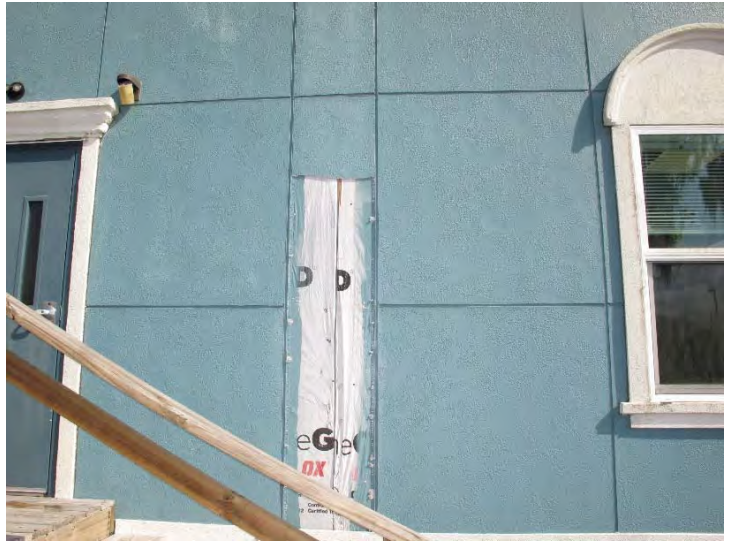
Exterior Walls 4. <u>Field Observations:</u> Location: North elevation Arrow indicates a fiber cement siding panel that has become loose pulling away from the wall allowing water to enter behind the panel. This appeared to be an isolated condition not typical throughout the exterior walls.	
Exterior Walls 5. <u>Field Observations:</u> Location: North elevation Another view of loose panel. Plastic arrow can be slid behind the loose panel. This appeared to be an isolated condition not typical throughout the exterior walls.	
Exterior Walls 6. <u>Field Observations:</u> Location: North elevation The fiber cement siding panel could be pulled away from the structure for observations. Building wrap was observed installed over the wall sheathing. Fasteners were missing from the horizontal vinyl trim reveal along the top of the panel. The vinyl trim should be securely fastened to the wall sheathing to minimize movement that would cause sealant failure.	

Exterior Walls	
7. <u>Field Observations:</u> Location: West elevation Typical stucco trim along the top of the exterior wall. The top of the stucco did not contain adequate stucco topcoat. (See Roof Observations Photographs 23 and 24).	
Exterior Walls	
8. <u>Field Observations:</u> Location: West elevation Typical fiber cement trim covering the joint between the exterior wall and the crawlspace skirting. The trim measured approximately 5/16" thick and was finished with a textured coating.	
Exterior Walls	
9. <u>Field Observations:</u> Location: West elevation A section of fiber cement skirting removed for observations.	

Exterior Walls**10. Field Observations:**

Location: West elevation

A section of fiber cement siding panels removed from where two modular units are connected.

**Exterior Walls****11. Field Observations:**

Location: West elevation

A section of fiber cement siding panels removed from where two modular units are connected exposing the horizontal vinyl trim reveal.

**Exterior Walls****12. Field Observations:**

Location: West elevation

Typical dimensions of the vinyl trim reveal. The distance the panel edges measures approximately 5/8-inch.



Exterior Walls 13. <u>Field Observations:</u> Location: East elevation A section of fiber cement siding panels removed from where two modular units are connected.	
Exterior Walls 14. <u>Field Observations:</u> Location: East elevation A section of fiber cement siding panels removed from where two modular units are connected exposing the building wrap and polyethene sheeting at the connection of the modular units.	
Exterior Walls 15. <u>Field Observations:</u> Location: East elevation A section of fiber cement siding panels removed from where two modular units are connected exposing the building wrap and polyethene sheeting at the connection of the modular units. Arrow indicates the joint does not contain sealant.	

Windows and Doors1. Field Observations:

Location: South elevation

Double French doors at the main entrance. The door and windows contain stucco trim.

**Windows and Doors**2. Field Observations:

Location: East elevation

A typical single access door with window. The door contains stucco trim.

**Windows and Doors**3. Field Observations:

Location: South elevation

Typical single-hung windows with horizontal stucco trim.



Windows and Doors 4. <u>Field Observations:</u> Location: North elevation Typical single-hung vinyl window with stucco trim and arch.	
Windows and Doors 5. <u>Field Observations:</u> Location: North elevation Single-hung vinyl window with stucco trim removed.	
Windows and Doors 6. <u>Field Observations:</u> Location: North elevation Window head with stucco trim and arch removed.	

Windows and Doors 7. <u>Field Observations:</u> Location: North elevation Arrow indicates crack between stucco band and sill allowing water intrusion to occur.	
Windows and Doors 8. <u>Field Observations:</u> Location: North elevation Sealant between window frame and stucco band has failed allowing water intrusion to occur.	
Windows and Doors 9. <u>Field Observations:</u> Location: North elevation Sealant between vinyl trim reveal and cement fiber panel has failed. This condition is allowing water intrusion to occur behind the panel and window flange ultimately into the building.	

Windows and Doors10. Field Observations:

Location: North elevation

Metal fastener for the stucco EPS trim penetrating between the fiber cement panel and the vinyl trim reveal. This condition is allowing water intrusion to occur behind the panel and window flange ultimately into the building.

**Windows and Doors**11. Field Observations:

Location: North elevation

The flange of the vinyl window is embedded in silicone sealant and partially covered with polyethylene sheeting.

**Windows and Doors**12. Field Observations:

Location: North elevation

Arrow indicates rusted fastener in window flange as a resulting from water intrusion occurring behind the stucco trim.



Roof 1. <u>Field Observations:</u> Location: South corner looking north Overall view of the roof with a white, single-ply membrane.	
Roof 2. <u>Field Observations:</u> Location: Roof at south roof edge View of the metal porch roof and single-ply membrane. Arrow indicates the ridge of the roof extending north and south. The roof is flush with the parapet wall.	
Roof 3. <u>Field Observations:</u> Location: Southeast corner of roof The roof membrane was folded at the corners in lieu of a properly fabricated corner. This is typical at all corners.	

Roof 4. <u>Field Observations:</u> Location: Northeast corner of roof Typical roof drains with debris buildup. Drains consist of a primary and overflow/secondary (arrow) drains.	
Roof 5. <u>Field Observations:</u> Location: East roof parapet wall Typical ponding observed. Roof deck slope should be configured with appropriate crickets to direct water to the drains thus eliminating ponding.	
Roof 6. <u>Field Observations:</u> Location: West roof parapet wall Typical ponding observed. Roof deck slope should be configured with appropriate crickets to direct water to the drains thus eliminating ponding.	

Roof	
7. <u>Field Observations:</u> Location: East roof parapet wall Fastener penetrating parapet wall membrane repaired with sealant. Sealant is deteriorated allowing water intrusion to occur under the membrane. This condition was observed at several locations.	
Roof	
8. <u>Field Observations:</u> Location: East roof parapet wall Joint in parapet wall membrane was repaired with sealant. Sealant is deteriorated allowing water intrusion to occur under the membrane. This condition was observed at several locations.	
Roof	
9. <u>Field Observations:</u> Location: East roof parapet wall Rusted fastener penetrating parapet wall membrane repaired with sealant. Sealant is deteriorated allowing water intrusion to occur under the membrane.	

Roof 10. <u>Field Observations:</u> Location: Field of the roof, west slope Membrane and coating applied along a membrane joint has failed.	
Roof 11. <u>Field Observations:</u> Location: Field of the roof, west slope Fastener penetrating roof membrane repaired with sealant. Sealant is deteriorated allowing water intrusion to occur under the membrane. This condition was observed at several locations. Wrinkles also noted in membrane.	
Roof 12. <u>Field Observations:</u> Location: East roof parapet wall Secondary/overflow roof drain contains approximately 2-inch high steel ring. The ring is not installed flush with the roof membrane thus allowing water and debris to flow under the ring and into the drain. The debris could clog the drain thus defeating the purpose of the secondary drain. Arrow indicates an approximate ½-inch gap allowing a pocketknife (closed) to be slid under the ring.	

Roof	
13. Field Observations: Location: East roof parapet wall Section of parapet wall with roof membrane removed for observations. Arrow indicates location of the top of metal wall flashing installed behind the roof membrane and termination bar.	
Roof	
14. Field Observations: Location: East roof parapet wall Roof parapet wall framing measures approximately 5-inches wide. Arrow indicates location of the top of metal wall flashing installed behind the roof membrane and termination bar.	
Roof	
15. Field Observations: Location: East roof parapet wall Roof drain installed too close to the parapet does not allow adequate distance for proper installation of the roof membrane and drain assembly. No drain sump was observed, the drain bowl appeared to be installed on the roof deck.	

Roof	
16. Field Observations: Location: East roof parapet wall Arrow indicates roof membrane target panel flashing not adhered to roof membrane. Roof membrane adhered directly to OSB roof sheathing. No rigid insulation utilized as attic space contains fiberglass insulation.	
Roof	
17. Field Observations: Location: East roof parapet wall Water was observed under the roof membrane in the area around the drain. Arrow indicates deteriorated OSB roof sheathing was observed adjacent to the drain. This is located in an area of a reported leak in the building.	
Roof	
18. Field Observations: Location: East roof parapet wall Roof membrane removed where two modular units are connected. Water was observed on the OSB roof deck in the area.	

Roof 19. <u>Field Observations:</u> Location: East roof parapet wall View of the interface of metal roof system and stucco trim along the top of the exterior walls.	
Roof 20. <u>Field Observations:</u> Location: East roof parapet wall Parapet wall with stucco trim removed exposing metal wall flashing (arrow) covering the fiber cement panel extending up terminating at top of parapet wall behind roof membrane and termination bar. The flashing prevents water intrusion from occurring through the stucco EPS board and into the building. However, water entering the stucco assembly would damage the OSB roof deck below the metal roof panels.	
Roof 21. <u>Field Observations:</u> Location: East roof parapet wall Parapet wall with stucco trim removed. The top of the metal wall flashing which is behind the parapet roof membrane and termination bar (arrow). Wall flashing behind the stucco assembly prevents water intrusion from occurring into the building. However, water could enter through unsealed penetrations below the flashing. Also, water entering the stucco assembly would damage the OSB roof deck below the metal roof panels.	

Roof 22. <u>Field Observations:</u> Location: East roof parapet wall Parapet wall with stucco trim removed exposing metal wall flashing (arrow) covering the fiber cement panel extending up terminating at top of parapet wall. The white piece of flashing (arrow) is covering the gap where the modular units are connected	
Roof 23. <u>Field Observations:</u> Location: East roof parapet wall Exposed mesh in the top of the stucco trim due to the lack of stucco topcoat. This condition is typical throughout the parapet walls. The metal wall flashing behind the stucco assembly prevents water intrusion from occurring into the building. However, water could enter through unsealed penetrations below the flashing. Also, water entering the stucco assembly would damage the OSB roof deck below the metal roof panels.	
Roof 24. <u>Field Observations:</u> Location: East roof parapet wall Crack in the top of the stucco trim. This condition is typical throughout the parapet walls. The metal wall flashing behind the stucco assembly prevents water intrusion from occurring into the building. However, water could enter through unsealed penetrations below the flashing. Also, water entering the stucco assembly would damage the OSB roof deck below the metal roof panels.	

Roof 25. <u>Field Observations:</u> Location: East roof parapet wall Crack in the top of the stucco trim. This condition is typical throughout the parapet walls. Wall flashing behind the stucco assembly prevents water intrusion from occurring into the building. However, water could enter through unsealed penetrations below the flashing. Also, water entering the stucco assembly would damage the OSB roof deck below the metal roof panels.	
Roof 26. <u>Field Observations:</u> Location: East roof parapet wall Crack in the top of the stucco trim. This condition is typical throughout the parapet walls. Wall flashing behind the stucco assembly prevents water intrusion from occurring into the building. However, water could enter through unsealed penetrations below the flashing. Also, water entering the stucco assembly would damage the OSB roof deck below the metal roof panels.	
Roof 27. <u>Field Observations:</u> Location: East roof parapet wall Rusted, unsealed fastener attaching termination bar to para wall.	

Roof 28. <u>Field Observations:</u> Location: East roof parapet wall Unsealed unused fastener penetration through stucco trim at the metal roof-to-wall flashing over porch roof. Water can enter the stucco assembly through the penetration and could damage the OSB roof sheathing below the metal roof panels.	
Roof 29. <u>Field Observations:</u> Location: East roof parapet wall Unsealed section of metal roof to wall flashing over porch roof. Top of metal is typically continuously sealed Water can enter the metal roof assembly between the flashing and stucco could damage the OSB roof sheathing below the metal roof panels.	
Roof 30. <u>Field Observations:</u> Location: East roof parapet wall Unsealed penetration missing the fastener through the metal roof-to-wall flashing over the stucco trim at the metal roof-to-wall flashing over porch roof. Water can enter through the penetration the stucco assembly through the penetration and could damage the OSB roof sheathing below the metal roof panels.	

Roof 31. <u>Field Observations:</u> Location: Metal roof, south side of building. Overall view of the porch metal roof at the building stucco band.	
Roof 32. <u>Field Observations:</u> Location: Metal roof, south elevation View of the metal porch roof at the exterior wall below the stucco trim band. Metal roof-to-wall flashing (arrow) is attached through the fiber cement panels.	
Roof 33. <u>Field Observations:</u> Location: South elevation, above metal roof Numerous penetrations drilled into the fiber cement panels in this area. Water can enter the exterior wall system through the unsealed penetrations and could damage the OSB wall sheathing and framing.	

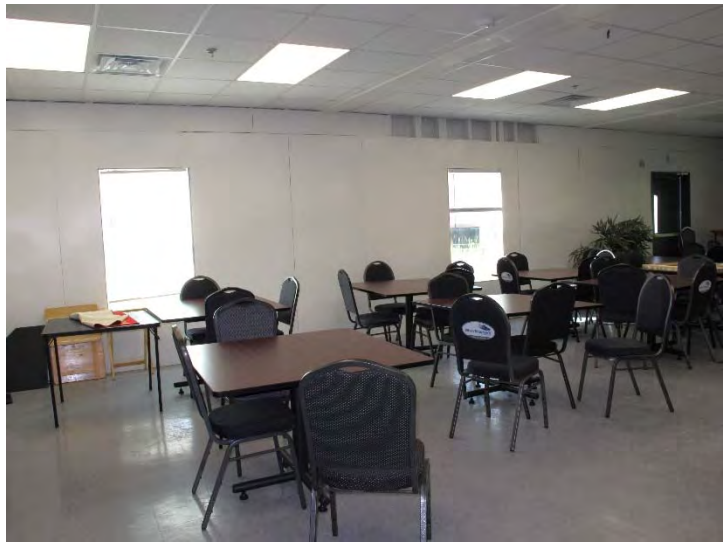
Roof 34. <u>Field Observations:</u> Location: East elevation Overall view of the porch roof framing.	 A photograph showing the interior of a long, covered porch. The ceiling is made of exposed wooden joists and rafters. A black ceiling fan is mounted on the ceiling. The floor is made of wooden planks. On the left, there is a blue wall and several yellow and blue rocking chairs. On the right, there is a wooden railing overlooking the outdoors.
Roof 35. <u>Field Observations:</u> Location: South elevation View of the porch roof framing depicting the attachment through the fiber cement panels to the exterior wall (arrow).	 A close-up photograph of the porch roof framing. A red arrow points to the attachment of the wooden joist to the exterior wall through a fiber cement panel. A window is visible on the left, and a framed picture hangs on the wall to the right.
Roof 36. <u>Field Observations:</u> Location: South elevation View of water damaged porch roof framing and sheathing.	 A close-up photograph of the porch roof framing. A red arrow points to the water-damaged area where the wooden joist meets the fiber cement panel. The wood shows signs of decay and staining.

Interior**1. Field Observations:**

Location: West exterior wall, "Assembly Area"

The original wall finishes reportedly were removed. Framing was cleaned, repaired and coated with a white sealant. Temporary panels were installed to the interior of the wall.

It was reported that moisture meter readings were obtained prior to repairs. Readings in this area were reported to be between 18-percent with most exceeding 30-percent.

**Interior****2. Field Observations:**

Location: West exterior wall, "Assembly Area"

The original wall finishes reportedly were removed. Framing was cleaned, repaired and coated with a white sealant. Temporary panels were installed to the interior of the wall.

**Interior****3. Field Observations:**

Location: North exterior wall, (Assembly Area)

The original wall finishes have been removed and repairs are in progress.

Moisture meter readings in this area were reported to exceed 30-percent.



Interior**4. Field Observations:**

Location: North exterior wall,
(Assembly Area)

Water intrusion through the window frame installation has caused considerable damage to the exterior wall framing and sheathing (arrows).

Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****5. Field Observations:**

Location: North exterior wall,
(Assembly Area)

Water intrusion through the window frame installation has caused considerable damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****6. Field Observations:**

Location: North exterior wall,
(Assembly Area)

Water intrusion through unsealed penetrations at the window frame has caused considerable damage to the exterior wall framing and sheathing (arrows).

Moisture meter readings in this area were reported to exceed 30-percent.



Interior**7. Field Observations:**

Location: North exterior wall,
(Assembly Area)

Water intrusion through the unsealed fiber cement panels has caused considerable damage to the exterior wall framing and sheathing (arrows).

Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****8. Field Observations:**

Location: North exterior wall,
(Assembly Area)

Water intrusion through the unsealed fiber cement panels has caused considerable damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****9. Field Observations:**

Location: North exterior wall,
(Assembly Area)

The roof framing was concealed by the suspended grid ceiling and fiberglass insulation therefore no observations could be performed.



Interior**10. Field Observations:**

Location: East exterior wall, (Assembly Area)

Water intrusion through the roof and or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****11. Field Observations:**

Location: East exterior wall, (Assembly Area)

Water intrusion through the roof and or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing.

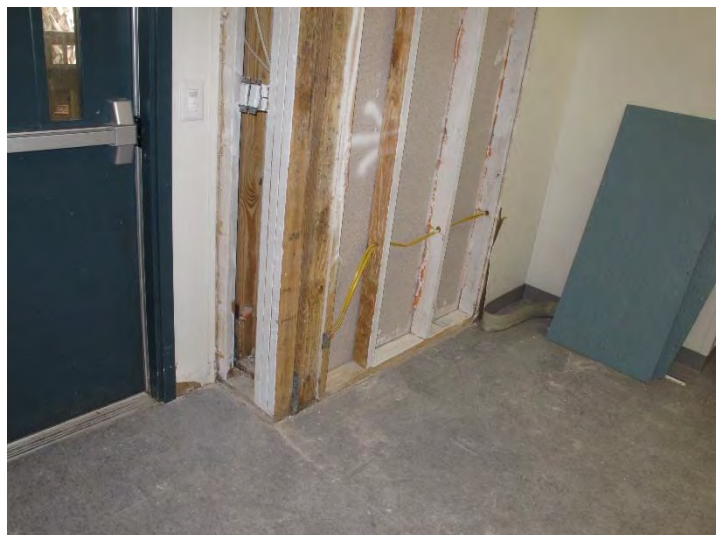
Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****12. Field Observations:**

Location: East exterior wall, (Assembly Area)

Water intrusion through the roof and or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 30-percent.



Interior 13. <u>Field Observations:</u> Location: East exterior wall, (Assembly Area) Water intrusion through the roof and or parapet wall membrane has caused considerable damage to the exterior wall framing and sheathing (arrow). Moisture meter readings in this area were reported to exceed 30-percent.	
Interior 14. <u>Field Observations:</u> Location: East exterior wall, (Assembly Area) Water intrusion through the roof and or parapet wall membrane has caused considerable damage to the exterior wall framing and sheathing (arrow). Moisture meter readings in this area were reported to exceed 30-percent.	
Interior 15. <u>Field Observations:</u> Location: East exterior wall, (Men's Restroom) Water intrusion through the roof and or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing (arrow). Moisture meter readings in this area were reported to exceed 18-percent.	

Interior**16. Field Observations:**

Location: East exterior wall, (Men's Restroom)

Water intrusion through the roof and/or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing (arrow).

Moisture meter readings in this area were reported to exceed 18-percent.

**Interior****17. Field Observations:**

Location: East exterior wall, (Men's Restroom)

Water intrusion through the roof and/or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing. Note stain on ceiling tile (arrow).

Moisture meter readings in this area were reported to exceed 18-percent.

**Interior****18. Field Observations:**

Location: South exterior wall, (Main Entrance Lobby)

Water intrusion through the roof and/or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 30-percent.



Interior**19. Field Observations:**

Location: South exterior wall, (Main Entrance Lobby)

Water intrusion through the roof and/or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 30-percent.

**Interior****20. Field Observations:**

Location: West exterior wall, (Women's Restroom)

Water intrusion through the roof and/or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing.

Moisture meter readings in this area were reported to exceed 18-percent.

**Interior****21. Field Observations:**

Location: West exterior wall, (Women's Restroom)

Water intrusion through the roof and/or parapet wall membrane has caused minor damage to the exterior wall framing and sheathing (arrow).

Moisture meter readings in this area were reported to exceed 18-percent.



ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Mar 12, 2025

City of Jacksonville
Department of Public Works
Engineering and Construction Management
214 N. Hogan Street
Jacksonville, FL 32202

Attention: Deryle Calhoun

Reference: Neptune Beach Senior Center Exterior Repairs
DB Contract #71629—22 "Piggyback"

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to provide for detailed investigation of the structural conditions of the senior center and to develop details for waterproofing the structure in the next phase. ACON will expand on the Maxwell Engineers report provided by the city. Specifically, ACON will expose added structural members at various exterior wall conditions and will cover those after inspection by our Structural Engineer. In addition, we will accompany the engineer in assessing the "building to pier" locations to ensure the excessive water intrusion has not damaged that very important building system component. The structural engineer will also assess the weight of the roof-over to ensure building structural integrity is maintained. After this inspection, ACON and its design team will present a report of findings to the city with a plan to provide options for moving forward to another phase. The goal is to substantiate the Maxwell Report and provide the plan to waterproof the building. Should minor structural issues be discovered, the proposed plan will include those repairs...should major repairs be needed, the next steps will be discussed. We will negotiate a proposal to be submitted for the next phase once the inspection is complete, report provided, and plans developed.

Our Guaranteed Maximum Price (GMP) for this of the project as stated is \$35,310.00.

The Guaranteed Completion Date (GCD) will be 60 days from Notice to Proceed (NTP).

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,



Frank Anderson
CM and VP Operations

ACON Construction Company

DB Contract 71629-22 "Piggyback"

Neptune Beach Senior Center Exterior Repairs Proposal

DATE: 3/12/25

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	20	\$110.00	\$2,200.00
	Supervision	Hrs	24	\$75.00	\$1,800.00
	Administration	Hrs	8	\$75.00	\$600.00
	Architect Fees for Plans and Report plus Structural Engineer Assessment	LS	1	\$17,500.00	\$17,500.00
	Allowance for selective demolition to expose structural memebbers for engineer assessment...includes temp dry-in after inspection	LS	1	\$7,500.00	\$7,500.00
	Contingency per Base Contract	LS	1	\$2,500.00	\$2,500.00
	Subtotal				\$32,100.00
	DB Fee 10%	LS	1	\$3,210.00	\$3,210.00
			TOTAL		\$35,310.00

\$ 17,500⁰⁰

10 Mar 2025

ACON Construction Company, Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

V.R.L.

Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP

10609 Old St. Augustine Road
Jacksonville, Florida 32257

904-723-3895

Atten: Frank Anderson, Vice President, Operations

Re: Water Intrusion Repair for the City of Neptune Beach Senior Center

Frank:

After visiting the site for the above captioned project, and reviewing related documents, VRL Architects will consult with ACON to address roof and exterior wall leaks as defined in the report of Limited Visual Water Intrusion Assessment prepared 5 December 2024 by Maxwell Engineers, Inc., Coral Gables. We will approach this work in two phases.

Phase I

Initial inspection and evaluation study:

VRL Architects will coordinate with ACON staff and the structural engineer, Jude

* Kostage, P.E. to confirm structural issues, eg.: the foundation structure, which were not identified within the Visual Water Intrusion Assessment. *This structural work will include analysis to ensure roof-over weight is tolerable for the building as well as visual evaluation by engineers.*

Phase II

VRL will prepare permit drawings to correct existing construction/design deficiencies as identified in the Water Intrusion Assessment and additional investigations. The Scope of Work incorporating the re-roofing proposal of Alpha House Construction, Inc. will be confirmed in Phase II.

Compensation:

Phase I Lump sum fee

Phase II fee will be determined by Scope of Work confirmation.

* ACON will cover A \$7,500⁰⁰
allowance *unknown* *Contractor for this work*
\$10,000.00
7,500.00
\$17,500.00

If this proposal is acceptable, please return a signed copy to this office.

Sincerely,
VRL Architects, Inc.



Stephen F. Lazar, Architect

Accepted for ACON Construction Company Co. Inc.

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25	Total
Income						
Intergovernmental COJ-CDBG)	18,970.00	83,607.00	39,053.16	59,464.66	25,022.38	226,117.20
Charges for Fees	5,035.00	4,311.00	23,609.00	36,445.00	15,601.60	85,001.60
Others	-	-	-	-	17,026.75	
Miscellaneous (Fund Raising/Donations)	75,685.00	106,418.00	183,564.36	100,263.35	10,590.57	476,521.28
Total Income	\$ 99,690.00	\$ 194,336.00	\$ 246,226.52	\$ 196,173.01	\$ 68,241.30	\$ 804,666.83
Expenditures						
Culture & Recreation	105,545.00	96,433.00	139,004.76	168,632.51	39,355.61	548,970.88
CIP	3,029.00	-	-	-	-	3,029.00
Total Expenditure	\$ 108,574.00	\$ 96,433.00	\$ 139,004.76	\$ 168,632.51	\$ 39,355.61	\$ 551,999.88
Surplus/Deficit	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69	252,666.95
Beg Fund Bal	78,224.00	69,340.00	167,243.00	274,464.76	302,005.26	78,224.00
Ending Fund Balance	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95	330,890.95

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25
Assets					
Equity in Pooled Cash	\$ 68,683.00	\$ 169,642.00	\$ 287,050.11	\$ 328,534.26	\$ 339,259.76
Due from Other Governments	1,085.00	1,085.00	1,110.99	1,110.99	1,110.99
Due from Other Funds	-	-	-	-	-
Total Assets	\$ 69,768.00	\$ 170,727.00	\$ 288,161.10	\$ 329,645.25	\$ 340,370.75
Liabilities					
AP and Other Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81
Due to Other Funds		-	-	-	-
Total Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81
Total Revenues	99,690.00	194,336.00	246,226.52	196,173.01	68,241.30
Total Expenditures	108,574.00	96,433.00	139,004.76	168,632.51	39,355.61
Surplus/(Deficit)	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69
Equity and Current Surplus	\$ 78,224.00	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26
Fund Balance-End of Year	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95

Tuesday, September 8, 2020 Minutes: Funding for Sr Center in the amount of \$400,000 from Fund 109-Better Jax.

Moved item to the September 10th Special Meeting

Monday, November 2, 2020 Minutes: Request to construct a new Sr Center in the R-1 zoning district.
Motion Carried:

Monday, May 1, 2023 Motion: Award the low bid contract, of \$149,630, including an additional \$35,000 for the fire suppression system. In addition to a future workshop to discuss the Senior Center becoming independent from the City of Neptune Beach.

No payment has been made to reimburse any amount to the General Fund.

Fund 109-Better Jax 1/2 Cent Tax. Funds are used for projects that benefit all residents with respect to growth management, road improvements and constrction, envrimental protection and preservation, and public facilities.

Vanguard-Original Contract Funded by Fund 109-Better Jax 1/2 Cent Tax.	400,000.00	
Change Order	6,050.00	
Contract Amount		\$ 406,050.00
Detailed Cost		
Building	328,572.00	
Erection/set-up	25,451.00	
Poured concrete pier footer	23,836.00	
Delivery	9,655.00	
Removal & Howling accordion wall mount in Module B, & HVAC	8,218.00	
Hardie Panel Skirt	4,268.00	
Change Order	6,050.00	
Total Costs CIP		\$ 406,050.00
Additional Costs		
Electrical Transformers-Limbaugh	33,474.40	
HVAC Electrical Work-Crawford Electrical	3,750.00	
Replacement HVAC unit and installation of ducts	30,108.00	
Advance Plumbing	3,925.00	
Jacksons Geotechnical	2,346.00	
Other Expenditures-Interior Finishes	2,577.27	
Other Expenditures-Kitchen Equipment & Appliances	3,736.43	
Other Expenditures-Exterior Finishes	26,207.77	
Total Additional Costs CIP		\$ 106,124.87
Total CIP Costs (1st phase)		\$ 512,174.87
Second Phase Costs		
Other Costs	29,973.95	
Marquis Latimer & Hallback, Inc.	10,139.76	
TSG Construction	411,403.05	
Ferguson Enterprises, Inc.	4,840.34	
Core & Main	1,648.01	
American Backflow Products Co	2,178.90	
Miscellaneous-Lowes	1,200.98	
Miscellaneous-Others	3,000.00	
Platium Fire Protection	19,786.00	
River City Advertising	247.50	
Marquis Latimer & Hallback, Inc.	1,939.83	
TSG Construction	47,148.83	
Miscellaneous	18,325.40	
Total CIP Costs (2nd phase)		\$ 551,832.55
Total CIP Costs Recorded (1st & 2nd phases)		\$ 1,064,007.42

Funding & Fund Raising

	Funding	
Fund 109-Better Jax 1/2 Cent Tax	\$ 400,000.00	
Fund 109-Better Jax 1/2 Cent Tax	149,500.00	
Total Funding from Fund 109-Better Jax		\$ 549,500.00
General Fund	35,000.00	
Water & Sewer	15,000.00	
Total Funding from Other Funds		50,000.00
Contribution from Other Funds		\$ 599,500.00
2019-20 Donations/Fundraising	62,636.00	
2020-21 24 large Donations	104,339.08	
2020-21 233 Donations	41,690.00	
2021-22 Eckstein Foundation	100,000.00	
2021-22 Eckstein Foundation	25,000.00	
2022-23 Jane Bull Memorial (41 donations)	3,270.00	
2023-24 Eckstein Foundation	100,000.00	
2023-24 91 Donations (October 202 to April 30th, 2023)	28,047.00	
2023-24 41 Donations (May 1, 2023 to Septembr 30, 2023)	75,285.68	
20204-24 YTD - 45 Donations	10,590.57	
Total Donations		\$ 550,858.33
Total Funding for CIP		\$ 1,150,358.33
		\$ 86,350.91



Agenda Item #8A Ord. No. 2025-05 Historical Review Board

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	ORDINANCE NO. 2025-05, Establishing Chapter 2, Article VII, Division 5, Historical Review Board Sponsor: Mayor Cori Bylund
SUBMITTED BY:	Heather Whitmore, AICP, PTP, Community Development Director
DATE:	April 1, 2025
BACKGROUND:	Ordinance No. 2025-05 Establishes Chapter 2, Article VII, Division 5. Historical Review Board. The Ordinance provides a means for property owners to obtain an exception to certain requirements found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations for Development Permits with a Certificate of Appropriateness based on a Determination of Historical Significance as granted by the Historical Review Board in a Quasi-Judicial hearing. The Historical Review Board consists of five (5) members, at least three (3) of whom shall be residents of the City of Neptune Beach. All members of the Historical Review Board shall be appointed by the Mayor and confirmed by the City Council. The Historical Review Board meets each calendar month. Notice of meetings of the Historical Review Board and agenda items in accordance with state statute. Applications for Determination of Historical Significance are filed with the City Community Development Department and reviewed by the Board. The Historical Review Board may make a Determination of Historical Significance for properties that are at least fifty (50) years old and retain the physical characteristics for the time the structure was built (some exceptions apply). The Historical Review Board shall determine eligibility based on satisfaction of at least one criteria for historical designation (as outlined in Sec. 2-499 (b)). The designation is voluntary and only granted for qualified properties based on findings of fact of consistency with the with codified historic character qualifications through a quasi-judicial hearing.

	The Historically Significant designation is proscriptive and incentive-based, not prohibitive, by providing enhanced and expanded development rights with less regulations. The designation is not mandated. Upon a Determination of Historical Significance, the Historical Review Board may consider an application for a Certificate of Appropriateness to obtain a Development Permit which may allow exceptions to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations. All exterior work to a Historically Significant property requires an approved Certificate of Appropriateness (COA) application. An approved COA is required for such work as repairs, alterations, window replacement, additions, new construction, demolition and relocation. Sitework, such as repair and installation of new sidewalks and driveways, also require an approved COA. An approved COA application ensures that the proposed work is consistent with the appropriate design regulations and historic preservation standards. Interior work can be approved administratively. Other work, such as street visible additions, new construction, window replacement, demolition and relocation, will require the review and action by the Historical Review Board. An approved COA is required before a building permit can be issued. The Certificate of Appropriateness review and approval is voluntary, permitting greater development standard flexibility in exchange for consistency with codified historic character design elements. The designation is non-transferable and would run with the owner and under the terms it was applied for and approved. The Historical Significance designation compliance and Certificate of Appropriateness conditions are not required to be maintained if the owner no longer wishes to remain consistent with the with codified historic character design elements. If the Historically Significant designation was terminated, then the enhanced and expanded rights with development standard flexibility (ie. Zoning exception for setbacks, lot coverage, and FAR) would also be terminated.
RECOMMENDATION:	Approve first reading and forward for second reading
ATTACHMENT:	Ex A) ORDINANCE NO. 2025-05, Establishing Chapter 2, Article VII, Division 5 Ex B) Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes.

SPONSORED BY:

MAYOR CORI BYLUND
CHAIRPERSON



ORDINANCE NO. 2025-05

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 5. HISTORICAL REVIEW BOARD; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article VII of the City of Neptune Beach's Code of Ordinances establishes Boards and Commissions; and

WHEREAS, it is the Intent of this Ordinance to create a Historical Review Board to make Determinations of Historical Significance and to issue Certificates of Appropriateness; and

WHEREAS, it is the intent of this Ordinance that applicants for Development Permits may submit a Certificate of Appropriateness based on a Determination of Historical Significance to request an exception to certain requirements found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations; and

WHEREAS, it is the intent of this Ordinance to provide procedural due process to all applicants and interested parties for Determination of Historical Significance and issuance of Certificates of Appropriateness.

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

SECTION 1. Chapter 2., Article VII of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~striketrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

DIVISION 5. HISTORICAL REVIEW BOARD

Sec. 2-492. – Established.

A Historical Review Board for the City of Neptune Beach, Florida, is hereby established. The Historical Review Board may be dissolved by a majority vote of City Council at any time, for any reason and members of the Board serve at the will of the City Council and may be removed with or without cause by a majority vote.

Sec. 2-493. Generally

- (a) A Certificate of Appropriateness shall be submitted for review and approval for any Development Permit request for exterior modifications or site work performed on a Historically Significant Property.
- (b) A Certificate of Appropriateness and a Determination of Historical Significance is nontransferable. Both are unique to the applicant and shall be automatically void upon the sale or change of ownership of the subject property. The Determination of Historical Significance shall not inure to the benefit of the subsequent property owners unless said future property owners apply for such designation as prescribed herein. The City may revoke a Certificate of Appropriateness or a Determination of Historical Significance upon the change in characteristics of the subject property. For example, and not to be meant as an all-inclusive list of examples: changing the exterior historical character or aesthetics of the property, changing the footprint of the structures on the property, changing the use of the property, or violating any provision of the Code of Ordinances or of the elements that lead to the Historical Review Board's final determination.

Sec. 2-494. Definitions

Certificate of Appropriateness is a designation required to apply for a Development Permit for any new construction, alteration, relocation, or demolition on a property with a Determination of Historic Significance

Crime of Moral Turpitude is any offense that violates the community standards of honesty and good morals including but not limited to fraud, theft, misrepresentation, and violence.

Determination of Historic Significance is a finding that a structure is at least fifty (50) years old and retains the physical characteristics for the time the structure was built and otherwise meets the requirements found in Section 2-499.

Development Permit has the same meaning as the definition found in Chapter 27, Section 27-15 of the Unified Land Development Code of the City of Neptune Beach.

Quasi-Judicial hearing involves a process where the Board acts in a capacity similar to that of a court. This type of hearing is characterized by the following elements: basic due process requirements such as notice and hearing and right to present testimony, evidence and cross examine witnesses; application of existing policies to specific facts, rather than creating new policies. This means the decision impacts a limited number of persons or property owners and is based on distinct alternatives presented at the hearing; public participation and reviewability of final decisions by petition for writ of certiorari to the circuit court. The circuit court's review of quasi-judicial decisions is confined to: (1) whether procedural due process is accorded, (2) whether the essential requirements of law have been observed, and (3) whether the administrative findings and judgment are supported by competent substantial evidence.

Sec. 2-495. Composition, qualifications and terms of office.

- (a) The Historical Review Board shall consist of five (5) members, at least three (3) of whom shall be residents of the City of Neptune Beach. A Quorum shall consist of three members. All motions shall be approved by majority vote. The qualifications for membership on the Board shall be a person who possesses one of the following skill set, professional degrees and experience:
- 1) An Architect or Engineer licensed under Chapters 471 or 481, Florida Statutes with verifiable experience in rehabilitating historic residential or commercial structures;
 - 2) A teacher or professor with verifiable experience in the fields of history, architectural history, historic landscapes or art history;
 - 3) A planner or urban designer with a bachelor's degree in planning or closely related field, with course work or verifiable experience in historic preservation;
 - 4) A real estate sales professional licensed under Chapter 475, Florida Statutes with verifiable experience in transactions involving historic properties;
 - 5) A licensed attorney in the State of Florida;
 - 6) A licensed contractor under Chapter 489, Florida Statutes, with verifiable experience rehabilitating historic residential or commercial structures; or
 - 7) Consideration will be given to any of the above professionals who holds an equivalent license in another state, or that has retired.
 - 8) Any licensed or retired professional selected for membership on the Historical Review Board shall not have a history of discipline from the licensing agency.
- (b) Any current or prior violation of the Code of Ethics for Public Officers and Employees found in Chapter 112, Florida Statutes, prior felony criminal conviction or prior conviction, or plea of no lo contendere, regardless of adjudication, of any crime involving Moral Turpitude shall disqualify any person from being appointed or serving as a member of the Historical Review Board.
- (c) All members of the Historical Review Board shall be appointed by the Mayor and confirmed by the City Council.
- (d) Members of the Historical Review Board shall elect a chair and a vice-chair for a one-year term each. The chair shall preside at all meetings and shall have the right to vote. The vice-chair shall preside in the absence of the chair.
- (e) Initial Members of the Historical Review Board shall serve staggered terms. Three of the initial Board Members shall be appointed for terms of three (3) years. Two of the initial Board members shall be appointed for terms of two (2) years. Members may

be reappointed for one additional consecutive two-year term. If reappointed, Members may be eligible to reapply for the Board after one year and may serve an additional term of three (3) years. Subsequent Members shall be appointed for terms of three (3) years. In the event the City is unable to appoint five (5) members, the Board may conduct business with three (3) duly appointed members until such time as a full Board is appointed.

- (f) Members previously appointed shall continue to serve until such time as they are replaced or reappointed
- (d) All members of the Historical Review Board shall serve without compensation.
- (e) Whenever vacancies shall occur, a person qualified shall be appointed by the Mayor and approved by the City Council to fill such vacancies for the unexpired term.
- (f) An employee of the City may not serve as a member of the Historical Review Board.
- (g) Members of the Historical Review Board are expected to attend each committee meeting in person. More than three unexcused absences in a rolling twelve-month period shall be grounds for removal for cause.

Sec. 2-496. Meetings and Board procedures.

- (a) The Historical Review Board shall adopt rules of procedure to carry out its purposes. All rules must conform to this Code, other city ordinances, and state law and shall be filed in the office of the city clerk.
- (b) All meetings shall be conducted in a public building and shall be open to the public.
- (c) The Historical review Board shall meet each calendar month, unless cancelled by the board or its chair; and more often at the call of the chair, the board, or the city council.
- (d) Notice of meetings of the Historical Review Board shall be given as provided for in this Code and by state statute.
- (e) The Historical Review Board shall keep minutes of its proceedings, indicating the attendance of each member, and the decision of each member on every question. The minutes shall be signed by the chair, or in his absence the vice-chair and approved by the board at a future meeting.
- (f) Statement of the facts for Determination of Historical Significance and issuance of Certificate of Appropriateness by the Historical review Board shall be included in the minutes of each case heard or considered by it.
- (g) The Historical Review Board shall set a reasonable time for the hearing of administrative appeals and shall give notice thereof to the person making the appeal and to the officer from whom the appeal is taken.

Sec. 2-497. Application Requirements for Determination of Historical Significance

- (a) The owner or developer of a property shall submit a completed application, as described below, to the office of the city manager or designee.
- (b) The city manager or designee shall review the application within five (5) working days of its submission to determine if it is complete. When the application is determined to be complete within the requirements set forth herein, the city manager or designee shall forward the application to the Historical Review Board for consideration.
- (c) All applications for Determination of Historical Significance shall be filed with the City using the forms approved and provided by the city staff.
- (d) The application shall be accompanied by payment of the official filing fee as set by resolution of the City Council.
- (e) The application shall include the following:
 - (1) Name and address of the owner and agent, along with notarized signatures of the same;
 - (2) Address and legal description of the property, a copy of the deed and an accurate survey;
 - (3) A description of the proposed historical significance of the property as more fully described in 2-495 (b);
 - (4) An eight and one-half (8½) inches by eleven (11) inches overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. The plot plan, as submitted or modified by the applicable board, shall be binding upon the applicant if the determination of historical significance is granted;
 - (5) An eight and one-half (8½) inches by eleven (11) inch copy of the relevant area of the Duval County Property Ownership Map, to be provided by the building official's office as part of the application packet. Said copy shall show the exact location of the land proposed for the Determination of Historical Significance, along with all of the properties requiring notice as described in subsection 27-500(c)(2);
 - (6) A list of the addresses of all properties, as described in section 2-500(c)(2);
 - (7) Photographs of property as it exists

Sec. 2-498. Application Requirements for Issuance of Certificate of Appropriateness

- (a) Upon the Determination of Historical Significance, the owner of such property may apply for a Certificate of Appropriateness from the Historical Review Board subject to the requirements contained in this Section.

- (b) The owner or developer of a property shall submit a completed application for Certificate of Appropriateness as described below, to the office of the city manager or designee.
- (c) The city manager or designee shall review the application within five (5) working days of its submission to determine if it is complete. When the application is determined to be complete within the requirements set forth herein, the city manager or designee shall forward the application to the Historical Review Board for consideration.
- (d) All applications for a Certificate of Appropriateness shall be filed with the City using the forms approved and provided by the city staff.
- (e) The application shall be accompanied by payment of the official filing fee as set by resolution of the City Council.
- (f) The application shall include the following:
 - (1) Name and address of the owner and agent, along with notarized signatures of the same;
 - (2) Address and legal description of the property.
 - (3) A description of the proposed work to be performed on the historically significant property.
 - (4) An estimate of the timeline of the proposed work.
- (g) The applicant shall complete an application form provided by the City. The City shall determine when an application is complete and may request additional information when such application is determined to be incomplete.
- (h) In considering an application for a Certificate of Appropriateness for alterations, new construction, demolition, or relocation, the Historic Preservation Board shall be guided by the following general criteria:
 - (1) The effect of the proposed work on the historically significant property upon which such work is to be done;
 - (2) The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture and materials of the landmark or the property will be affected.
 - (3) Whether the plans may be carried out by the applicant within a reasonable period of time.
- (i) Applications for Certificates of Appropriateness for alterations shall be considered by the Historic Review Board in accordance with the following additional criteria, which are based on the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings:

- (1) Every reasonable effort shall be made to use a property for its originally intended purpose, or to provide a compatible use for a property that requires minimal alteration of the building structure, or site.
 - (2) The distinguishing original qualities or character of a building, structure, or site shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.
 - (3) Each building, structure, and site shall be recognized as a product of its own time. An alteration which has no historical basis and which seeks to create an earlier appearance shall be discouraged.
 - (4) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
 - (5) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site, shall be treated with sensitivity.
 - (6) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material shall match the material being replaced in composition, design, color, texture, and other visual qualities. However, technologically advanced materials shall be considered and used as replacement alternatives. Repair or replacement of missing architectural features shall be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
 - (7) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall be not undertaken.
 - (8) Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any acquisition, protection, stabilization, preservation, rehabilitation, restoration, or reconstruction project.
- j. All work performed pursuant to the issuance of a Certificate of Appropriateness shall conform to the requirements of such certificate. It shall be the duty of the City to inspect from time to time any work being performed pursuant to such certificate to assure such compliance.
- k. Any Certificate of Appropriateness which has been approved pursuant to the provisions of this Section shall expire 12 months from the date of issuance if the work authorized is not commenced within this period. Further, such certificate shall

expire if the work authorized is not completed within five years of the date of issuance, unless otherwise extended by the Historical Review Board.

Sec. 2-499. Hearing Procedures; Powers and Duties; Determination of Historical Significance and Issuance of Certificate of Appropriateness

- (a) The Historical Review Board shall consider applications for residential or commercial properties. Upon application and Determination of Historical Significance, the Historical Review Board may consider applications for the issuance of a Certificate of Appropriateness.
- (b) The Historical Review Board may make a Determination of Historical Significance for properties that are at least fifty (50) years old and retain the physical characteristics for the time the structure was built. The fifty (50) year old requirement may be waived if the property is determined to be a Florida Heritage Site as determined by the Florida Department of State's Historical Division of Historical Resources. In addition, the Historical Review Board shall find at least one of the following criteria for the historical designation:
 - 1. Have the Florida Heritage Landmark status as determined by the Florida Department of State's Historical Division of Historical Resources by being on the Division's Florida Register of Heritage Landmarks;
 - 2. Be listed on the National Register of Historic Places by the United States Department of the Interior's National Parks Service, Office of Cultural Resources;
 - 3. Have an association with a significant historical event that made a significant contribution to the broad patterns of our history;
 - 4. Have regional significance in areas like architecture, having retained those physical characteristics that were present during the period which the structure was built and that are unique to the City of Neptune Beach. Examples include but are not limited to the two-story homes located along First Street with sleeping porches or the mid-century modern homes west of Third Street that were constructed in a manner to capture ocean breezes;
 - 5. Have an association with the lives of people significant in our past. A non-exhaustive list of examples of significant people in our past includes those that contributed to an important historical event, or who were noted artists, actors, authors, performers, musicians, soldiers, professional athletes, politicians, scholars, religious figures, social activists or newsworthy persons;
 - 6. Embody distinctive characteristics of a type, period, or method of construction or design and represent the work of a master or notable or renowned architect or builder, or possessing high artistic values; or
 - 7. Have the potential to yield information important in prehistory or history.
- (c) Upon a Determination of Historical Significance, the Historical Review Board may consider an application for the issue a Certificate of Appropriateness which the applicant may use to obtain a Development Permit which may allow exceptions to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage,

floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations.

- (d) No use shall be made of the property which is inconsistent with the historic qualities of the property. Any restoration or repair of the property deemed historically significant to the architectural features of the exterior shall be retained consistent with the historic qualities of the property. The property deemed historically significant shall not be permitted to deteriorate and shall be maintained in good repair and condition to the extent necessary to preserve the historic value and significance of the property.
- (e) The Determination of Historic Significance shall only be for the purpose of applying for a Certificate of Appropriateness and shall convey no other rights, interests or title to the owner of the subject property from the City.
- (f) Issuance of a Certificate of Appropriateness shall only be used to apply for exception to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations and shall be used for no other purpose nor shall it be binding upon the City for any other purpose or convey any rights or remedies not expressly enumerated herein.
- (g) Neither Determination of Historical Significance nor an issuance of a Certificate of Appropriateness shall guarantee that an exception to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations will be granted. Hearings for request for Determination of Historical Significance and an issuance of a Certificate of Appropriateness shall be quasi-judicial in nature and the Historical Review Board may make determinations based on other considerations such as compatibility with the City of Neptune Beach's Charter, Code of Ordinances, Unified Land Development Code and Comprehensive Plan. Any Determination of Historical Significance and issuance of Certificate of Appropriateness must be to protect the unique historical qualities of the City of Neptune Beach.
- (h) Any final decision of the Historical Review Board of historical significance and issuance of Certificate of Appropriateness may be appealed by an applicant, owner or substantially impacted person residing within 300-foot of the subject property to City Council within 30-days of its rendering or it shall be deemed final. Any decision of the City Council may be appealed to by an applicant, owner or substantially impacted person residing within 300-foot of the subject property to a court with competent jurisdiction within 30-days of its rendering or it shall be deemed final. After receiving notice of hearing, a substantially impacted person residing within 300-feet of the subject property lacks standing to appeal if such person was not present at the hearing.
- (i) The City may enforce any provision related to Determinations of Historical Significance or issuance of a Certificate of Appropriateness through any means

allowed by law including but not limited to those remedies found in Chapter 162, Florida Statutes and any other available civil or injunctive relief.

Sec. 2-500. - Notice requirements for Hearings on Applications to Determine Historical Significance and Issuance of Certificates Of Appropriateness.

- (a) Notice indicating the time and place of the quasi-judicial public hearing shall be posted in two (2) places in the city, one of which shall be in the front yard of the subject property, facing the street on which the property is addressed, and one (1) of which shall be at city hall on the public notice board, for at least ten (10) days immediately prior to the quasi-judicial public hearing. Such notice shall contain the address or location of the property and the nature of the application.
- (b) The City shall ensure advertised notice is printed in a newspaper of general circulation within the City of Neptune Beach at least ten (10) days prior to the quasi-judicial public hearing before the Historical Review Board. The advertised notice shall state the date, time, place of the quasi-judicial public hearing, case number, and shall contain the address of the property and the nature of the application.
- (c) At least ten (10) days prior to the quasi-judicial public hearing, the City shall give notice of the quasi-judicial public hearing before the Historical Review Board by U.S. Mail to the following:
 - (1) The property owner and the applicant if different from the owner; and
 - (2) The owner(s), as listed in the current Duval County Tax Assessor's records, of each property within a three-hundred-foot radius of the boundary of the subject property.
- (d) If any person described in this Section does not contest the issue of proper notice within thirty (30) days from the date the Historical Review Board renders final action on a Determination of Historical Significance or issuance of Certificate of Appropriateness, then notice shall be deemed to be in compliance with this section.

SECTION 2: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which

shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING: (Date _____)

Mayor Cori Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

VOTE RESULTS OF SECOND READING: (Date _____)

Mayor Cori Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Cori Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-05 Establishing Chapter 2, Article VII, Division 5, Historical Review Board

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- X The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), *Florida Statutes*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance provides a means for property owners to obtain an exception to certain requirements found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations for Development Permits with a Certificate of Appropriateness based on a Determination of Historical Significance as granted by the Historical Review Board in a Quasi-Judicial hearing.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) *None*

(b) *None*

(c) *None.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses in the incorporated City limit total 213. No impact is anticipated.

4. Additional information the governing body deems useful (if any):

The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of a Historically Significant designation.



Agenda Item #8B
Ord. No. 2025-06
E-bikes

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Ordinance No. 2025-06, Repealing Ban of Electric Bicycles
SUBMITTED BY:	Michael J. Key, Jr., Chief of Police
DATE:	April 7, 2025
BACKGROUND:	A total ban on the use of electric bicycles on the beach is unnecessary to be consistent with neighboring jurisdictions, to allow fair and consistent regulation, and to address and embrace technological advances to improve the overall beach experience for the City's citizens and visitors. The amended ordinance repeals the ban of electric bikes while holding the use of electric bikes to the same safety standards as other personal vehicles by prohibiting reckless use.
RECOMMENDATION:	Recommend approval of the first reading of the Ordinance.
ATTACHMENT(S):	Ordinance 2025-06 Business Impact Estimate

SPONSORED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-06

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 7. BEACHES AND WATERWAYS, ARTICLE II. BEACH REGULATIONS BY AMENDING SECTION 7-29. BEACH PERSONAL VEHICLE REGULATIONS BY REPEALING THE BAN OF ELECTRIC BICYCLES ON THE BEACH; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 7 of the City of Neptune Beach's Code of Ordinances contains beach regulations within the corporate limits of the City; and

WHEREAS, it is hereby determined that a total ban on the use of electric bicycles on the beach is unnecessary to be consistent with neighboring jurisdictions, to allow fair and consistent regulation, and to address and embrace technological advances to improve the overall beach experience for the City's citizens and visitors; and

WHEREAS, if unregulated, the reckless operation of bicycles, electric bicycles skateboards, roller skates, and personal mobility devices create a public nuisance and threatens the health, safety and welfare of the City's citizens and visitors.

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

SECTION 1. Section 7-29 of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~striketrough~~ text shall mean deletions and underlined text shall mean additions):

Sec. 7-29. Beach personal vehicle regulations.

(a) *Definitions.*

- (1) *Bicycle* shall mean as such term is defined in F.S. § 316.003(4), as amended from time to time.
- (2) *Electric bicycle* shall mean as such term is defined in F.S. § 316.003(~~22-23~~), as amended from time to time.
- (3) *Personal mobility device* shall mean all wheeled objects, coasters, toys, conveyances, or similar devices used for transportation or sport which are propelled by machine power except electric bicycles and any other motorized vehicle specifically regulated by F.S. Ch. 316, as amended from time to time.

- (4) *Roller skates* shall mean any shoe, boot or other footwear, or device which may be attached to the foot or footwear, to which one (1) or more wheels are attached, including wheels that are "in line," also known as "rollerblades".
- (5) *Skateboard* shall mean all wheeled objects, coasters, toys, conveyances, or similar devices used for transportation or sport which are propelled by human power except bicycles, electric bicycles, or roller skates.
- (6) *Reckless* shall mean:
 - a. At a speed in excess of fifteen (15) miles per hour; or
 - b. In willful or wanton disregard for the safety of persons; or
 - c. Operation in such a manner so as to cause an unreasonable risk of harm to person or property of others on the city's beaches; or
 - d. Operation in a manner other than is reasonable and prudent under the conditions existing at the time, having regard to the actual and potential hazards then existing.
- (b) No bicycle, electric bicycle, skateboards, roller skates, or personal mobility device may be operated on the beaches within the city in a reckless manner.
- ~~(c) To the fullest extent permitted by F.S. § 316.20655, no electric bicycle may be operated on the beaches and dunes under the jurisdiction of the city.~~
- ~~(d c)~~ *Enforcement.* Violations of this section shall be enforced as non-criminal infractions of the city's ordinances.
- ~~(e d)~~ *Penalties.*
 - (1) The amount of penalties for violations of this section shall be as provided for in in F.S. § 318.18(3), as amended from time to time.

SECTION 2: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

VOTE RESULTS OF FIRST READING: (Date _____)

Mayor Cori Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

VOTE RESULTS OF SECOND READING: (Date _____)

Mayor Cori Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Cori Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Neptune Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Neptune Beach may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 7. BEACHES AND WATERWAYS, ARTICLE II. BEACH REGULATIONS BY AMENDING SECTION 7-29. BEACH PERSONAL VEHICLE REGULATIONS BY REPEALING THE BAN OF ELECTRIC BICYCLES ON THE BEACH; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions: None of the below exemptions are applicable to Ordinance 2025-06

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Neptune Beach hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

A total ban on the use of electric bicycles on the beach is unnecessary to be consistent with neighboring jurisdictions, to allow fair and consistent regulation, and to address and embrace technological advances to improve the overall beach experience for the City's citizens and visitors. The amended ordinance repeals the ban of electric bikes while holding the use of electric bikes to the same safety standards as other personal vehicles by prohibiting reckless use.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

As of the date of the first reading of the Ordinance there are 213 business tax receipts / businesses in the City of Neptune Beach. There will be no known business impact.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

None

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

None

- 3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

None

- 4. Additional information the governing body determines may be useful (if any):**

None

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



Agenda Item #8C **Ord. No. 2025-07** **FY25 Budget** **Amendment**

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

AGENDA ITEM:	Ordinance No. 2025-07, Amending FY2024-2025 Budget
SUBMITTED BY:	Jaime Hernandez, Chief Financial Officer
DATE:	March 31, 2025
BACKGROUND:	Fund 302-Street Improvement fund is a Capital Project Fund dedicated to account for financial resources that are restricted, committed or assigned to Capital Projects related to Street and Drainage. As of March 31, 2025, the fund has an available balance of \$246,763.68. Requesting appropriation of \$228,883.15 from the fund balance to fund milling and paving projects. Transferring \$325,500 from account 401-4335-535-60-63-Improvement-Not Building to account to account 401-4335-535-30-46-Rapair and Maintenance to fund the emergency repairs to the 3rd street gravity sanitary sewer. Transferring \$73,139.41 from account 401-4336-535-30-31-Professional Services to account 401-4336-536-30-52 to provide additional funding. Transferring \$32,687.00 from account Public Works account 001-1441-541-60-62-Building Improvement to account Ocean Rescue 001-1775-575-30-46 to fund emergency repairs on the Lifeguard station.
BUDGET:	Appropriation of \$228,883.15 from fund balance on fund 302
RECOMMENDATION:	• Appropriate the fund balance in the amount of \$228,883.15 to fund milling and paving projects. • Approve transfer of \$325,500 to fund 3rd St. Street Gravity Sanitary Sewer. • Approve transfer of \$32,687 to fund repairs to the Lifeguard station. • Approve transfer of \$76,139.41 to provide additional funding to Operating supplies.
ATTACHMENT:	Ordinance 2025-07 Business Impact Estimate

INTRODUCED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2024-07

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2025, BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.

WHEREAS, the City of Neptune Beach adopted an operating budget for the Fiscal Year 2025; and

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

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

Section 1. The Fiscal Year 2025 Final Budget be Amended as shown on the attached Budget Amendment Request.

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

	Current Balance	Amendment	Amended Budget
302-0000-271-00-00 Fund Balance Appropriate fund balance to fund Milling and Paving projects are not part of the adopted budget FY 2024-25.	(246,763.68)	228,883.15	(17,880.53)
302-0000-389-10-00 Appropriated Fund Balance To account for the transfer of fund balance to Appropriated Fund Balance account.	.00	(228,883.15)	(228,883.15)
302-1441-541-60-63 Improvements – Not Buildings To account for the funding for the Milling & Paving projects.	.00	228,883.15	228,883.15
401-4335-535-60-53 Improvement – Not Building Transferring funds to the Repair & Maintenance account to pay for emergency repairs to the 3 rd street gravity sanitary sewer.	186,794.06	325,500.00	512,294.06
401-4335-535-30-46 Repair and Maintenance To account for transfer of funds from the Improvement & Maintenance account to fund emergency repairs to the 3 rd St gravity sanitary sewer.	2,394,633.70	(325,500.00)	2,069,137.70
001-1441-541-60-62 Building Improvements To account for the transfer to the Ocean Rescue-Repair & Maintenance account to fund the repairs to the Lifeguard station.	746,660.00	(32,687.00)	713,973.00

001-1775-575-30-46	2,353.40	32,687.00	35,040.40
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Repairs and Maintenance

To transfer funds from PW Building Improvement account to fund repairs of the Lifeguard Station.

401-4336-536-30-31	342,523.52	(76,139.41)	266,384.11
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Professional Services

Transfer funds from to provide additional funding to the Operational Supplies account.

401-4336-536-30-52	(46,139.41)	76,139.41	30,000.00
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Operating Supplies

Transfer funds from the Professional Service account to provide additional funding.

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund
Vice Mayor Nia Livingston
Councilor Josh Messinger
Councilor Brent Rogers
Councilor Tim Horvath

Passed on First Reading this ____ day of ____, 2025.

VOTE RESULTS OF SECOND READING:

Mayor Corrine A. Bylund
Vice Mayor Nia Livingston
Councilor Josh Messinger
Councilor Brent Rogers
Councilor Tim Horvath

Passed on First Reading this ____ day of ____, 2025

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to Form and Content:

Paul Waters, City Attorney

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Neptune Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Neptune Beach may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2025-07

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2025, BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.

Applicable Exemptions: Select any of the below exemptions if applicable .

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Neptune Beach hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**
- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**
 - (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**
 - (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**
 - (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**
- 3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**
- 4. Additional information the governing body determines may be useful (if any):**

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



Agenda Item #10A MOU NB-ICE

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	MOU between City of Neptune Beach and the United States Immigration and Customs Enforcement Agency
SUBMITTED BY:	Michael J. Key, Jr., Chief of Police and Paul Waters, City Attorney
DATE:	April 7, 2025
BACKGROUND:	With recent changes to State and Federal laws regarding illegal aliens, the United States Immigration and Customs Enforcement Agency ("ICE") has requested assistance from local law enforcement agencies. The MOU, which is on the agenda, has been distributed to local law enforcement agencies around the State and Country. Larry Keefe, Director of Florida's State Board of Immigration, is seeking participation from as many municipalities as possible, as soon as possible. Recently, ICE entered over 700,000 civil warrants into the NCIC database for the arrest of illegal aliens. Although the Florida Legislature has recently enacted legislation that authorizes state and local law enforcement officers to make arrest aliens for illegal entry into the state, currently only ICE officers can arrest illegal aliens solely for "being" illegal aliens or for the above-mentioned civil warrants. The MOU sets forth criteria for the local law enforcement agency personnel to become trained and certified (essentially deputized) by ICE to make arrest of illegal aliens and perform other law enforcement duties previously delegated to ICE. This will assist ICE with the enforcement of the new policies regarding the handling of illegal aliens.
RECOMMENDATION:	The Council should consider executing the MOU
ATTACHMENT(S):	The agenda materials include the MOU. Also included is a more detailed explanation of recent State legislation and the MOU which was prepared by David Marsey, Esq., from Rumberger, Kirk and Caldwell, P.A., who represents the Florida Police Chief's Association and other local law enforcement organizations.

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the City of Neptune Beach, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the City of Neptune Beach (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents City of Neptune Beach in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at OPLA Address---to be completed by ICE. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____

Signature: _____

Name: NAME OF SIGNATORY

Title: Title of Signatory

Agency: City of Neptune Beach

For ICE:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: Enforcement and Removal Operations

U.S. Immigration and Customs Enforcement

Department of Homeland Security

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA: Michael J. Key, Jr.

Chief of Police

City of Neptune Beach Police Dept.

200 Lemon Street, Neptune Beach, FL

32266

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the City of Neptune Beach, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

PAO's Name _____
Title _____
Phone number _____
Address _____
Email _____

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

February 25, 2025

Preliminary Operational Aspects of Immigration Reform

By J. David Marsey
dmarsey@rumberger.com

After a spirited flurry of immigration bills filed over three special sessions, the Florida Legislature has implemented several changes to Florida's handling of unauthorized aliens which became law February 13, 2025. To be clear, an "unauthorized alien" means a person who is unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The term shall be interpreted consistently with any applicable federal statutes, rules, or regulations. § 908.111(1)(d), Fla. Stat. These changes are very broad and impact the criminal justice system, law enforcement operations, and local governments. A full summary of the changes is beyond the scope of this article, which instead focuses on the operational aspects impacting Florida's law enforcement officers.

The Legislature created Chapter 811, Florida Statutes, which includes the prohibition, upon criminal penalty, for any unauthorized alien who is 18 years of age or older from entering Florida More specifically:

[A]n unauthorized alien who is 18 years of age or older and who knowingly enters or attempts to enter this state after entering the united States by eluding or avoiding examination or inspection by immigration officers commits a misdemeanor of the first degree.

§ 811.102(1), Fla. Stat. Notably, one who violates this section is not eligible for a civil citation or pre- or post-arrest diversion programs, and a conviction carries a minimum mandatory sentence of 9 months. The statute provides increased penalties for repeat offenders, providing a second conviction is a third-degree felony, which carries a minimum mandatory sentence of 2 years in the Department of Corrections. However, an unauthorized alien may not be arrested for a violation of this provision if he or she was encountered by law enforcement during the investigation of another crime and the alien was a witness or a victim. Although an officer is not required to investigate affirmative defenses, the new law provides for several, including: (1) the Federal Government has granted lawful presence or discretionary relief that authorizes the alien to be in the United States; (2) if the unauthorized alien is subject to relief under the Cuban Adjustment Act of 1966, or (3) the unauthorized alien's entry into the country did not constitute a violation of 8 U.S.C. s. 1325(a).¹ In this state of flux, caution would suggest an arrest should be deferred until federal immigration authorities confirm none of these factors apply.

¹ Which prohibits entry at an unauthorized time or place or through fraud.

Additionally, if an unauthorized alien illegally enters the state, who has three or more prior convictions for a misdemeanor or non-forcible felony, they are guilty of a felony and subject to the two-year minimum mandatory sentence. If an unauthorized alien illegally enters the state who has a prior conviction for a forcible or aggravated felony, they are guilty of a felony and subject to a five-year minimum mandatory sentence.

Making an arrest under this statute requires the arresting law enforcement agency to: (1) notify immigration and Customs Enforcement of the arrest and to provide known information relating to the unauthorized alien, and (2) notify FDLE and to provide known information relating to the unauthorized alien. Regarding notification to FDLE, the arresting agency must also provide the arrestee's fingerprints, photograph, and any other biometric information necessary to identify the unauthorized alien.

Newly created Chapter 811 also provides for harsher penalties for those who have already been "denied admission, excluded, deported, or removed or having departed the United States during the time an order of exclusion, deportation, or removal is outstanding" and who enter, attempt to enter, or are found in the state. § 811.103, (1), Fla. Stat. Under these circumstances, the unauthorized alien commits a felony of the third degree. The arresting agency must make identical disclosures to ICE and FDLE upon arrest of an authorized alien under this subsection.

Section 104.155(1), Florida Statutes was created which provides that non-citizen who cast votes in any election within the state, commit a third-degree felony. Similarly, those who aid or solicit non-citizens in illegally voting likewise commit a felony of the third degree. § 104.155(2), Fla. Stat.

Section 908.104, Florida Statutes was revised to require state and local law enforcement agencies, and the officials responsible for directing and supervising them shall use best efforts to support the enforcement of federal immigration law. A state entity, local government entity, or law enforcement agency may not prohibit or in any way restrict a law enforcement officer from executing or assisting in execution of a valid judicial warrant. It also provides that, upon request from a federal immigration agency, a sheriff or chief correctional officer operating a county detention facility must provide a list of all inmates and any information about their immigration status.

These statutes provide Florida's law enforcement officers with the ability to arrest unauthorized aliens under the enumerated situations. It is crucial to note, however, that admission that one is an unauthorized alien is insufficient to establish probable cause to arrest. Instead, independent corroboration from federal immigration authorities is required and should be thoroughly documented. Also noteworthy is the yet-unsettled question of whether the unauthorized entry to the state must occur in an officer's presence in order to authorize a misdemeanor arrest, or if the unauthorized alien's mere presence in the state sufficient evidence of illegal entry. Until the courts address the issue, this issue is most likely going to be governed by the elected State Attorneys to determine under what standards they will prosecute unauthorized aliens.

February 25, 2025

Page 3

On February 24, 2025, the Florida Sheriff's Association provided the following guidance to their members regarding the administrative warrants being placed into NCIC by ICE, which we adopt and convey here:

It has come to our attention that over the weekend, approximately 700,000 ICE administrative (civil) arrest warrants (I-205) were entered into NCIC. As a result, during everyday policing activities, your deputies may encounter someone for whom ICE has issued an administrative arrest warrant that has been entered into NCIC, and your personnel have no criminal charges on the person. This is a reminder that sheriff's office personnel who are not 287(g) deputized cannot serve or arrest anyone on these administrative warrants, even though they are in NCIC. Arrests on these warrants can only be made by federal agents/officers with immigration authority or a state/local officer who has been 287(g) deputized.

Certainly, your personnel may arrest an individual with an outstanding administrative arrest warrant on a criminal charge, but they cannot arrest the individual on the ICE warrant alone. If your deputy has criminal charges on the person they can arrest the person on those criminal charges, take the person to the county jail, and then notify ICE, who can then come to the jail and serve their administrative arrest warrant. If your deputies do not have criminal charges on the person for whom there is an administrative arrest warrant in NCIC, your deputies should contact the ICE Law Enforcement Service Center (LESC) at the number in the NCIC hit and request and ICE officer come to the scene to arrest the individual. The ICE LESC will ask for the date/time of the stop, reason for the stop, and whether there are local charges. The LESC will then contact a local ICE office to have someone respond to the scene.

If the ICE officer cannot arrive at the scene within a reasonable amount of time (you need to decide what that is), your only real option is to collect as much information from the person as you can and release the person and ICE will have to try to find them through their fugitive operations. Deputies should not transport these people to jail unless there are criminal charges associated with the encounter. If the person is arrested on state or local charges and transported to jail, the normal process of notifying ICE would occur, or if your facility is part of the 287(g) or Warrant Service Officer program, the warrant can be served upon booking.

Should your personnel act on the administrative warrant alone and transport the person to a jail, there may be liability consequences for you and the deputy because your deputies have no authority to make that arrest.

As you are aware, the immigration guidance and actions by the federal government are extremely fluid at this time.

Moving forward, Florida's police chiefs should consult their elected State Attorneys to determine the best practices to ensure effective prosecutions in the different circuits and work with their legal counsel to develop policies and procedures and training guidelines to ensure the timely and efficient implementation of these new tools to address unlawful immigration. Given the potential liability concerns for arresting an unauthorized alien based solely on an ICE administrative warrant by a non287(g) deputized officer, the FPCA recommends that Chiefs and law enforcement executives provide immediate guidance to sworn personnel in this regard. The FPCA will convey any updates, training, procedures, or guidance we receive from federal and state partners. However, due to the rapidly evolving landscape, law enforcement administrators and their officers should consult their local counsel for fact-specific guidance.

J. David Marsey is a former police officer, investigator and prosecutor and is a partner at the law firm of RumbergerKirk in Tallahassee, Florida. He defends and advises corporations, government entities and their employees on casualty, employment, and constitutional issues throughout the state. For more information, please visit www.rumberger.com.

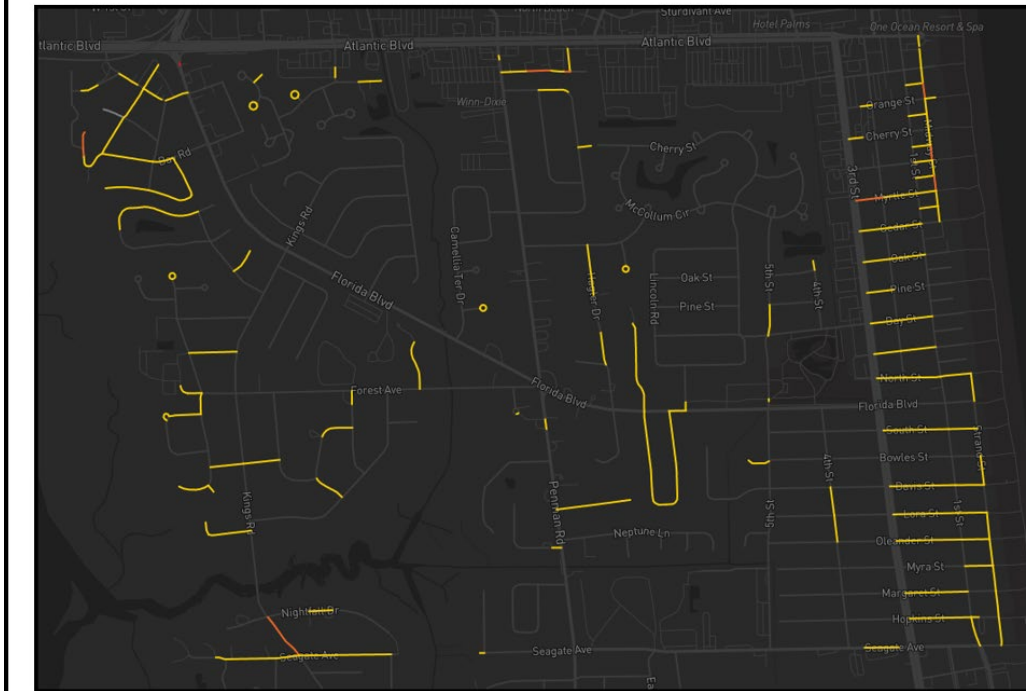


Agenda Item #10B Milling & Paving

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Milling and Paving Various Roads – FY25
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 31, 2025
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 were graded at least three, and all water and wastewater pipes are PVC according to records, thereby minimizing breakage potential during milling operations. Scope of milling and paving includes: • Kings Circle South - Florida Blvd to Marsh Point Road • Marsh Point Road - Kings Circle South to Bartolome Road • Bartolome Road, excluding the cul-de-sac • Rosewood Drive – Marsh Point Road to dead-end • Seawood Drive – Florida Blvd to dead-end Rosewood Drive west of Marsh Point Road is currently unpaved. Although this paving will not be warranted, the paving contractor and CONB's engineering consultant believe the base is sufficient to support paving. Project scope includes MOT, stop bars and stripes as noted in the contractor's quote. Staff identified a paving continuing services contract between Duval County School Board and Shifting Gears, LLC which City Attorney has approved. Shifting Gears, LLC provided a quote of \$228,883.15 for the described work. City Council approved \$150,000 for milling and paving in the FY25 Public Works budget; however, this request is to utilize Fund 302 – Street Improvement Fund.
BUDGET:	As of February 28, 2025, Street Improvement Fund (302-0000-271-00-00) has a balance of \$246,763.68.
RECOMMENDATION:	Award to Shifting Gears, LLC in the amount of \$228,883.15.
ATTACHMENT:	• Shifting Gears, LLC quote • DCSB second contract renewal option dated February 11, 2025 • Duval County School Board contract documents • CONB and Shifting Gears, LLC piggyback agreement

Roads Graded 3, 4 or 5 in 2022 Survey



Representative Photos of Current Conditions









6001-21 Argyle Forest Blvd #216
Jacksonville, FL 32244

Estimate

Date	Estimate #
2/28/2025	070954

Name / Address
City of Neptune Beach 116 First Street Neptune Beach, FL 32266

				Project
Item	Description	Qty	Rate	Total
	Bartalome			
002.Conc. Overla...	2. Asphaltic Concrete Overlay, Type FC 9.5, 20% RAP, 1-1/2" Thick (resurfacing after milling)	1,528	16.10	24,600.80
006.Mill Existing ...	6. Milling Existing Asphalt Pavement & Disposal (Over 1-1/2" IN. Thick)	1,528	6.90	10,543.20
	Kings Circle			
002.Conc. Overla...	2. Asphaltic Concrete Overlay, Type FC 9.5, 20% RAP, 1-1/2" Thick (resurfacing after milling)	1,256	16.10	20,221.60
006.Mill Existing ...	6. Milling Existing Asphalt Pavement & Disposal (Over 1-1/2" IN. Thick)	1,256	6.90	8,666.40
	Marsh Pointe			
002.Conc. Overla...	2. Asphaltic Concrete Overlay, Type FC 9.5, 20% RAP, 1-1/2" Thick (resurfacing after milling)	1,269	16.10	20,430.90
006.Mill Existing ...	6. Milling Existing Asphalt Pavement & Disposal (Over 1-1/2" IN. Thick)	1,269	6.90	8,756.10
	Rosewood			
004.Asph. New F...	4. Asphaltic Concrete New, Type FC-12.5 20% RAP 2" thick (Driveway Construction)	635	22.43	14,243.05
021.Asphalt Rem	21. Non-contract Item - Removal of 2" existing 57 stone base and recompaction - Cannot be milled	635	45.06	28,613.10
	Seawood			
002.Conc. Overla...	2. Asphaltic Concrete Overlay, Type FC 9.5, 20% RAP, 1-1/2" Thick (resurfacing after milling)	3,073	16.10	49,475.30
006.Mill Existing ...	6. Milling Existing Asphalt Pavement & Disposal (Over 1-1/2" IN. Thick)	3,073	6.90	21,203.70
DCPS Asphalt Pa...	Maintenance of Traffic	1	22,129.00	22,129.00
904-887-1870		Total		
		\$228,883.15		

Duval County Public Schools

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207

www.duvalschools.org

PH: (904) 858-4848

FAX: (904) 858-4868



February 11, 2025

Shifting Gears, LLC
5045 Soutel Dr. Ste. 11
Jacksonville, FL 32208

RE: ITBS-031-23/JR

Dear Sir/Madam:

On Monday, February 10, 2025, the Superintendent's designee of Duval County Public Schools renewed the contract for Districtwide Milling, Paving and Sealcoating for Large Asphalt Areas (ITBS-031-23/JR) with your company. This is your official notification of renewal. This is the second renewal option for the period of April 1, 2025 through March 31, 2026.

In accordance with SC #3, your request for a 2.6% price increase has been approved. See attached revised tab sheet.

Please forward a copy of your insurance certificate as required per special condition #27 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

cc James Robinson
Master Bid File

Duval County Public Schools

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207

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PH: (904) 858-4848

FAX: (904) 858-4868



June 7, 2023

Eco Premier Coating, LLC
Shifting Gears, LLC

RE: ITBS-031-23/JR

Dear Sir/Madam:

On Tuesday, June 6, 2023, the School Board of Duval County Public Schools approved the award of bid ITBS-031-23/JR – Districtwide Milling, Paving and Sealcoating for Large Asphalt Areas. This is your official notification of bid award. This award is for the period of June 7, 2023 through March 31, 2024.

Please forward a copy of your insurance certificate as required per special condition #27 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact James Robinson (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
Master Bid folder

June 6, 2023, Regular Board Meeting

Title

32. AWARD OF DISTRICTWIDE MILLING, PAVING, AND SEALCOATING FOR LARGE ASPHALT AREAS CONTRACT

Recommendation

That the Duval County School Board award the Contract for Districtwide Milling, Paving, and Sealcoating for Large Asphalt Areas, ITBS-031-23/JR, to Eco Premier Coatings, LLC., as Primary and Shifting Gears, LLC., as alternate, from June 7, 2023 – March 31, 2024 in amount not to exceed \$700,000.

That authority be delegated to the Superintendent or her designee to award subsequent annual renewal periods provided the terms and conditions are essentially the same as awarded and funds are available. There are four (4) potential annual renewals.

Description

This is a request to contract for the provision of Asphalt Milling, Paving and Sealcoating services for large areas to be used at various facilities throughout the district. The district issued a competitive solicitation that was coordinated through the Office of Economic Opportunity. The initial term of the contract is from date of award through March 31, 2024 per recommendation above. The contract may be renewed for four (4) additional one (1) year periods.

Gap Analysis

This contract award will help ensure that the district receives effective Asphalt Milling, Paving, and Sealcoating services at an industry competitive cost.

Previous Outcomes

The previous contract with Jax Utilities Management, Inc., was approved on July 10, 2017, for a one-year term and was renewed four (4) times.

Expected Outcomes

It is expected that the recommended contractor will provide a continuation of high quality asphalt milling, paving, and sealcoating services that we are currently receiving.

Strategic Plan Goals and Principles

DCPS will be fiscally transparent and communicate quarterly regarding the Sales Surtax.

Financial Impact

We anticipate \$700,000 will be spent in the first contract year.

	Fund	Function Area	Commitment Item
3502 Project funds Design & Construction	M-88380(37Y) Sealcoating, Repaving and Striping DW	7400 Facilities Acquisition & Construction	670 Improvements other than Buildings

Contact

Tarek Ghandour, Executive Director, Facilities Maintenance, 904-858-6300
Paul Soares, Assistant Superintendent, Operations, 904-390-2008

Attachments

None

				CGC INC		ECO PREMIER COATINGS LLC (PRIMARY)		GEC TRUCKING & CONSTRUCTION INC		SHIFTING GEARS LLC (ALTERNATE)		MCLAIN SITE SOLUTIONS INCORPORATED (REJECTED NON OEO)	
Item	Description	Qty	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
SECTION 1 ASPHALT MILLING, PAVING													
1	ASPHALTIC CONCRETE OVERLAY, TYPE FC 9.5. 20% RAP 1-1/4" THICK (RESURFACING OVER EXISTING)	1,000	SY	\$50.00	\$50,000.00	\$15.05	\$15,050.00	\$21.14	\$21,140.00	\$18.63	\$18,630.00	*	*
2	ASPHALTIC CONCRETE OVERLAY, TYPE FC 9.5. 20% RAP 1-1/2" THICK (RESURFACING AFTER MILLING)	3,000	SY	\$50.00	\$150,000.00	\$15.88	\$47,640.00	\$18.27	\$54,810.00	\$16.10	\$48,300.00	*	*
3	ASPHALTIC CONCRETE NEW, TYPE FC 9.5. 20% RAP 1-1/2" THICK (PARKING LOT CONSTRUCTION)	500	SY	\$50.00	\$25,000.00	\$15.88	\$7,940.00	\$18.78	\$9,390.00	\$16.55	\$8,275.00	*	*
4	ASPHALTIC CONCRETE NEW, TYPE FC 12.5. 20% RAP 2 IN. THICK (DRIVEWAY CONSTRUCTION)	1,000	SY	\$70.00	\$70,000.00	\$20.59	\$20,590.00	\$25.47	\$25,470.00	\$22.43	\$22,430.00	*	*
5	ASPHALTIC CONCRETE TYPE FC 9.5 VIRGIN MIX 1-1/2". THICK (RUNNING TRACK CONSTRUCTION)	1,000	SY	\$100.00	\$100,000.00	\$18.35	\$18,350.00	\$22.70	\$22,700.00	\$20.01	\$20,010.00	*	*
6	MILLING EXISTING ASPHALT PAVEMENT & DISPOSAL (OVER 1-1/2" IN. THICK)	1,000	SY	\$25.00	\$25,000.00	\$4.27	\$4,270.00	\$7.83	\$7,830.00	\$6.90	\$6,900.00	*	*
7	MILLING EXISTING ASPHALT PAVEMENT & DISPOSAL (OVER 1-1/2" IN. TO 3 IN. THICK)	1000	SY	\$35.00	\$35,000.00	\$5.32	\$5,320.00	\$10.62	\$10,620.00	\$9.36	\$9,360.00	*	*
8	RE-MOBILIZATION FOR MILLING PAVING, EXCAVATION OR ADDITIONAL SERVICES	1	EACH	\$15,000.00	\$15,000.00	\$3,770.00	\$3,770.00	\$2,772.00	\$2,772.00	\$2,500.00	\$2,500.00	*	*
9	MOBILIZATION FOR PLACEMENT OF LESS THAN 300 SY (1-1/2" THICK OR MORE) OF ASPHALTIC CONCRETE	1	EACH	\$15,000.00	\$15,000.00	\$4,770.50	\$4,770.50	\$2,772.00	\$2,772.00	\$2,500.00	\$2,500.00	*	*
10	POTHOLE REPAIR: 4' X 4' ASPHALTIC PARKING LOT- INCLUDES MOBILIZATION	20	EACH	\$5,000.00	\$100,000.00	\$420.50	\$8,410.00	\$1,260.00	\$25,200.00	\$1,110.00	\$22,200.00	*	*
11	MANHOLE ADJUSTMENT (RESURFACING, ONLY)(RAISING ONLY)	1	EACH	\$10,000.00	\$10,000.00	\$1,290.50	\$1,290.50	\$1,000.00	\$1,000.00	\$1,290.93	\$1,290.93	*	*
12	MANHOLE ADJUSTMENT (MILLING) (LOWERING AND RAISING)	4	EACH	\$10,000.00	\$40,000.00	\$2,392.50	\$9,570.00	\$1,200.00	\$4,800.00	\$1,804.00	\$7,216.00	*	*
13	VALVE BOX ADJUST 10 IN. OR LESS IN DIA. (RESURF ONLY)	4	EACH	\$5,000.00	\$20,000.00	\$114.55	\$458.20	\$1,000.00	\$4,000.00	\$93.24	\$372.96	*	*
14	VALVE BOX ADJUST 10 IN. OR LESS IN DIA. (MILLING) LOWERING AND RAISING)	4	EACH	\$5,000.00	\$20,000.00	\$261.00	\$1,044.00	\$1,200.00	\$4,800.00	\$211.20	\$844.80	*	*
15	CURB INLET FRAME ADJUSTMENT	4	EACH	\$5,000.00	\$20,000.00	\$420.50	\$1,682.00	\$2,000.00	\$8,000.00	\$425.60	\$1,702.40	*	*
16	EXCAVATION FOR WIDENING STRIP CONSTRUCTION	500	CY	\$200.00	\$100,000.00	\$11.60	\$5,800.00	\$50.00	\$25,000.00	\$45.10	\$22,550.00	*	*
17	WIDENING STRIP BASE COMPACTION OR ASPHALT LEVELING	20	SY	\$2,000.00	\$40,000.00	\$12.90	\$258.00	\$150.00	\$3,000.00	\$47.30	\$946.00	*	*
18	SAW CUTTING EXISTING ASPHALT PAVEMENT	4,000	LF	\$10.00	\$40,000.00	\$0.52	\$2,080.00	\$4.00	\$16,000.00	\$0.58	\$2,320.00	*	*
19	SAW CUTTING CONCRETE PAVEMENT (UP TO 6" THICK)	3,000	LF	\$20.00	\$60,000.00	\$0.72	\$2,160.00	\$10.00	\$30,000.00	\$1.00	\$3,000.00	*	*
20	CONCRETE PAVEMENT REMOVAL / DISPOSAL	1,000	SY	\$100.00	\$100,000.00	\$17.40	\$17,400.00	\$8.00	\$8,000.00	\$18.84	\$18,840.00	*	*
21	ASPHALT PAVEMENT AND/OR RUBBER REMOVAL /DISPOSAL (NOT COMPLETED AS MILLING)	1,000	SY	\$200.00	\$200,000.00	\$11.97	\$11,970.00	\$6.00	\$6,000.00	\$35.70	\$35,700.00	*	*
22	EXISTING BASE REMOVAL AND REPLACEMENT (EXCLUDING NEW BASE MATERIAL COSTS)	1,000	SY	\$200.00	\$200,000.00	\$9.75	\$9,750.00	\$70.00	\$70,000.00	\$38.85	\$38,850.00	*	*
23	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	70	CY	\$500.00	\$35,000.00	\$43.50	\$3,045.00	\$25.00	\$1,750.00	\$16.80	\$1,176.00	*	*

				CGC INC		ECO PREMIER COATINGS LLC (PRIMARY)		GEC TRUCKING & CONSTRUCTION INC		SHIFTING GEARS LLC (ALTERNATE)		MCLAIN SITE SOLUTIONS INCORPORATED (REJECTED NON OEO)	
Item	Description	Qty	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
24	SUB-BASE 12" (COMPACTED IN PLACE)	500	SY	\$100.00	\$50,000.00	\$13.78	\$6,890.00	\$12.00	\$6,000.00	\$18.44	\$9,220.00	*	*
25	LIMEROCK 4" (COMOPACTED IN PLACE)	1,000	SS	\$150.00	\$150,000.00	\$14.50	\$14,500.00	\$8.00	\$8,000.00	\$22.76	\$22,760.00	*	*
26	LIMEROCK 6" (COMOPACTED IN PLACE)	1,000	S	\$160.00	\$160,000.00	\$18.00	\$18,000.00	\$13.00	\$13,000.00	\$23.90	\$23,900.00	*	*
27	LIMEROCK 8" (COMOPACTED IN PLACE)	3,000	SY	\$200.00	\$600,000.00	\$25.35	\$76,050.00	\$20.00	\$60,000.00	\$25.24	\$75,720.00	*	*
28	CONCRETE CURB AND GUTTER (NEW)-INSTALL NEW 6" X 24" standard concrete curb and gutter	200	LF	\$200.00	\$40,000.00	\$42.05	\$8,410.00	\$40.00	\$8,000.00	\$39.14	\$7,828.00	*	*
29	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT - Remove old and install new 6" x 24" standard concrete curb and gutter	200	LF	\$250.00	\$50,000.00	\$55.00	\$11,000.00	\$55.00	\$11,000.00	\$65.00	\$13,000.00	*	*
30	STANDARD CONCRETE WHEEL STOPS, REMOVE AND REPLACE WITH SAME	10	EACH	\$400.00	\$4,000.00	\$60.32	\$603.20	\$72.53	\$725.30	\$63.90	\$639.00	*	*
31	STANDARD CORNCRETE WHEEL STOP, REMOVE, DISPOSE AND INSTALL NEW (SEE AXHIBIT A IN SECTION 31)	10	EACH	\$600.00	\$6,000.00	\$60.32	\$603.20	\$130.41	\$1,304.10	\$114.89	\$1,148.90	*	*
32	STANDARD CORNCRETE WHEEL STOP NEW AND INSTALL NEW (SEE AXHIBIT A IN SECTION 32)	20	EACH	\$500.00	\$10,000.00	\$60.32	\$1,206.40	\$115.92	\$2,318.40	\$100.00	\$2,000.00	*	*
33	REMOVE AND REPLACE EXISTING SPEED HUMP 9SEE EXHIBIT B IN SECTION 31)	10	EACH	\$15,000.00	\$150,000.00	\$910.50	\$9,105.00	\$7,500.00	\$75,000.00	\$710.70	\$7,107.00	*	*
34	INSTALL NEW SPEED HUMP (SEE EXHIBIT B IN SECTION 31)	10	EACH	\$10,000.00	\$100,000.00	\$880.15	\$8,801.50	\$7,000.00	\$70,000.00	\$625.21	\$6,252.10	*	*
35	GRASSING SOD (ST. AUGUSTINE)	100	SY	\$100.00	\$10,000.00	\$9.43	\$943.00	\$7.00	\$700.00	\$10.10	\$1,010.00	*	*
36	GRASSING SOD (ARGENTING BAHIA	100	SY	\$50.00	\$5,000.00	\$8.70	\$870.00	\$6.50	\$650.00	\$8.90	\$890.00	*	*
37	SIGN RELOCTATION (USING EXISTING SIGN)	5	EACH	\$1,000.00	\$5,000.00	\$297.25	\$1,486.25	\$94.18	\$470.90	\$82.97	\$414.85	*	*
	RAMP RECONSTRUCTION TYPE-SEE EXHIBIT C INS SECTION 31												
38	ADA RADIAL RAMP -ADACR#1	5	EACH	\$15,000.00	\$75,000.00	\$2,784.00	\$13,920.00	\$5,000.00	\$25,000.00	\$2,484.36	\$12,421.80	*	*
39	ADA RADIAL RAMP WITH CURB RETURNS ASECR#2	5	EACH	\$16,000.00	\$80,000.00	\$2,784.00	\$13,920.00	\$7,500.00	\$37,500.00	\$2,577.06	\$12,885.30	*	*
40	ASA RADIAL RAMP WITH FLARED RETURN -ADACR#3	5	EACH	\$16,000.00	\$80,000.00	\$3,117.50	\$15,587.50	\$7,500.00	\$37,500.00	\$3,070.43	\$15,352.15	*	*
41	ADA RADIAL RAMP WITH CURB-ASACR#4	5	EACH	\$16,000.00	\$80,000.00	\$3,117.50	\$15,587.50	\$6,000.00	\$30,000.00	\$3,306.30	\$16,531.50	*	*
	ADA ACCESSIBLE-DETECTABLE WARNING SURFACE											*	*
42	INSTALL ADA MAT	400	SF	\$100.00	\$40,000.00	\$43.00	\$17,200.00	\$100.00	\$40,000.00	\$40.17	\$16,068.00	*	*

				CGC INC		ECO PREMIER COATINGS LLC (PRIMARY)		GEC TRUCKING & CONSTRUCTION INC		SHIFTING GEARS LLC (ALTERNATE)		MCLAIN SITE SOLUTIONS INCORPORATED (REJECTED NON OEO)	
Item	Description	Qty	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
	STRIPING (SECTION 1)												
43	4" SKIP TRAFFIC STRIPE, YELLOW PAINT	10,000	LF	\$4.00	\$40,000.00	\$0.28	\$2,800.00	\$0.93	\$9,300.00	\$0.90	\$9,000.00	*	*
44	4" SOLID TRAFFIC STRIPE, YELLOW PAINT	30,000	LF	\$4.00	\$120,000.00	\$0.28	\$8,400.00	\$0.51	\$15,300.00	\$0.55	\$16,500.00	*	*
45	4" SKIP TRAFFIC STRIPE, WHITE PAINT	10,000	LF	\$4.00	\$40,000.00	\$0.28	\$2,800.00	\$0.93	\$9,300.00	\$0.90	\$9,000.00	*	*
46	4" SOLID TRAFFIC STRIPE, WHITE PAINT	15,000	LF	\$4.00	\$60,000.00	\$0.28	\$4,200.00	\$0.51	\$7,650.00	\$0.55	\$8,250.00	*	*
47	4" PAINTED PARKING LOT STRIPE WHITE	1,000	LF	\$10.00	\$10,000.00	\$0.28	\$280.00	\$0.51	\$510.00	\$0.55	\$550.00	*	*
48	4" PAINTED PARKING LOT STRIPE, BLUE	200	LF	\$50.00	\$10,000.00	\$0.28	\$56.00	\$2.61	\$522.00	\$2.60	\$520.00	*	*
49	SOLID TRAFFIC STRIPE (12" CROSS-WALK,) WHITE PAINT	3,000	LF	\$10.00	\$30,000.00	\$1.20	\$3,600.00	\$1.16	\$3,480.00	\$1.60	\$4,800.00	*	*
50	STANDARD RIGHT AND LEFT TURN ARROWS, WHITE PAINT	75	EACH	\$200.00	\$15,000.00	\$25.00	\$1,875.00	\$57.96	\$4,347.00	\$57.00	\$4,275.00	*	*
51	STANDARD PAVEMENT LETTER 6-INCH HIGH (PERLETTER)	25	EACH	\$100.00	\$2,500.00	\$1.25	\$31.25	\$4.35	\$108.75	\$4.31	\$107.75	*	*
52	STANDARD HANDICAP SYMBOL (PAINT)	15	EACH	\$500.00	\$7,500.00	\$30.00	\$450.00	\$50.72	\$760.80	\$64.00	\$960.00	*	*
53	PAINT SPEED HUMP	10	EACH	\$500.00	\$5,000.00	\$30.00	\$300.00	\$86.94	\$869.40	\$135.00	\$1,350.00	*	*
	SECTION (1) TOTAL ITEMS 1-53				\$3,505,000.00		\$462,094.00		\$844,370.65		\$596,375.44	*	\$0.00
	SECTION 2												
	SEALCOATING											*	*
1	APPLICATION OF ASPHALT FOR CRACKS GERATER THAN 1/4" BUS LESS THAN 1' WIDTH	2,000	SF	\$30.00	\$60,000.00	\$2.50	\$5,000.00	\$2.32	\$4,640.00	\$1.94	\$3,880.00	*	*
2	APPLICATION OF ASPHALT SEALCOAT ON A SMOOTH AND DENSE SURFACE	50,000	SF	\$3.50	\$175,000.00	\$0.21	\$10,500.00	\$1.99	\$99,500.00	\$1.77	\$88,500.00	*	*
3	APPLICATION OF ASPHALT SEALCOAT ON A MEDIUM GRADE SURFACE	150,000	SF	\$4.00	\$600,000.00	\$0.21	\$31,500.00	\$2.38	\$357,000.00	\$2.10	\$315,000.00	*	*
4	APPLICATION OF ASPHALT SEALCOAT ON A ROUGH (AGED) SURFACE	150,000	SF	\$4.50	\$675,000.00	\$0.21	\$31,500.00	\$2.61	\$391,500.00	\$2.30	\$345,000.00	*	*
5	APPLICATION OF ASPHALT SEALCOAT ON AN EXCESSIVELY ROUGH (AGED) SUFACE	75,000	SF	\$5.00	\$375,000.00	\$0.25	\$18,750.00	\$2.74	\$205,500.00	\$2.42	\$181,500.00	*	*

				CGC INC		ECO PREMIER COATINGS LLC (PRIMARY)		GEC TRUCKING & CONSTRUCTION INC		SHIFTING GEARS LLC (ALTERNATE)		MCLAIN SITE SOLUTIONS INCORPORATED (REJECTED NON OEO)	
Item	Description	Qty	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
	STRIPING												
6	4" SKIP TRAFFIC STRIPE, YELLOW PAINT	3,000	LF	\$10.00	\$30,000.00	\$0.28	\$840.00	\$0.93	\$2,790.00	\$0.90	\$2,700.00	*	*
7	4" SOLID TRAFFIC STRIPE, YELLOW PAINT	1,000	LF	\$10.00	\$10,000.00	\$0.28	\$280.00	\$0.51	\$510.00	\$0.55	\$550.00	*	*
8	4" SKIP TRAFFIC STRIPE, WHITE PAINT	2,000	LF	\$10.00	\$20,000.00	\$0.28	\$560.00	\$0.93	\$1,860.00	\$0.90	\$1,800.00	*	*
9	4" SOLID TRAFFIC STRIPE, WHITE PAINT	1,000	LF	\$10.00	\$10,000.00	\$0.28	\$280.00	\$0.51	\$510.00	\$0.55	\$550.00	*	*
10	4"PAINTED PARKING LOT STRIPE, WHITE	1,000	LF	\$15.00	\$15,000.00	\$0.28	\$280.00	\$0.51	\$510.00	\$0.55	\$550.00	*	*
11	4"PAINTED PARKING LOT STRIPE, BLUE	200	LF	\$50.00	\$10,000.00	\$0.28	\$56.00	\$2.16	\$432.00	\$2.60	\$520.00	*	*
12	SOLID TRAFFIC STRIPE (12" CROSS-WALK,) WHITE PAINT	3,000	LF	\$10.00	\$30,000.00	\$0.28	\$840.00	\$1.16	\$3,480.00	\$1.60	\$4,800.00	*	*
13	STANDARD RIGHT AND LEFT TURN ARROWS, WHITE PAINT	75	EACH	\$200.00	\$15,000.00	\$25.00	\$1,875.00	\$72.45	\$5,433.75	\$57.00	\$4,275.00	*	*
14	STANDARD PAVEMENT LETTER 6-INCH HIGH (PER-LETTER)	25	EACH	\$100.00	\$2,500.00	\$1.25	\$31.25	\$4.35	\$108.75	\$4.31	\$107.75	*	*
15	STANDARD HANDICAP SYMBOL (PAINT)	15	EACH	\$500.00	\$7,500.00	\$30.00	\$450.00	\$50.72	\$760.80	\$64.00	\$960.00	*	*
16	PAINT SPEED HUMP	10	EACH	\$500.00	\$5,000.00	\$30.00	\$300.00	\$289.80	\$2,898.00	\$135.00	\$1,350.00	*	*
	SECTION 2 GRAND TOTAL ITEMS 1-16				\$2,040,000.00		\$103,042.25		\$1,077,433.30		\$952,042.75	*	\$0.00

Prepared by: Cammie Wise
 Verified by: James Robinson
 Date: 03/07/2023
 Award =



INVITATION TO BID

www.duvalschools.org/purchasing

February 7, 2023

Buyer: James Robinson

Phone: 904-858-4837

Bid Number: ITBS-031-23/JR

Bid Title: Districtwide Milling, Paving and Sealcoating for Large Asphalt Areas

Term of Bid: From date of award through March 31, 2024 with renewal options.

Opening: **Thursday, March 2nd, 2023 at 2:00 p.m.** Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 1701 Prudential Drive, Suite 322 / Jacksonville FL 32207

Special Requirements: See Special Condition #5, (Sheltered Market)

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company's principal place of business.

Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Firm: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Toll Free: _____ Fax: _____

Email Address: _____ Internet URL: _____

Federal ID # or SS #: _____ Duns #: _____

If you are a certified minority, state certifying agency: _____

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ or ACH _____ (see Special Condition #32)
Initial Initial

Delivery can be made within _____ calendar days after receipt of order.

Addenda _____ through _____ received. (if applicable)

Original Signature of Authorized Representative: _____ **Required**

Printed/Typed Name of Authorized Representative: _____

Title: _____ **Date:** _____

GENERAL CONDITIONS

1. **RESERVATIONS:** Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. **QUOTATIONS:** No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. **TAXES:** Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-08-107288-57C.

4. **CARTAGE:** No charge will be allowed for cartage or packages unless by special agreement.

5. **OR ACCEPTABLE SUBSTITUTION:** Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. **DEVIATIONS FROM SPECIFICATIONS:** In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. **DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:**

a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. **SAMPLES:** The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Services" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

10. **DISCOUNTS:** all discounts other than prompt payment to be included in bid price. Prompt payment discounts of less than 30 days shall not be considered in determining low bid.

11. **COLLUSION:** the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

12. **ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

13. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. **LOCAL PREFERENCE:** When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.

The following documents are to be returned with the response to the Invitation To Bid:

- 1. Bidder Acknowledgement (page 1 - front page of this ITBS-031-23 document)**
- 2. Conflict of Interest Certificate**
- 3. Drug Free Workplace Certification**
- 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- 5. References (In accordance with Special Conditions Clause 26.)**
- 6. Bid Pricing Sheets**
- 7. Certification with Duval County Public Schools Office of Economic Opportunity**

Duval County Public Schools

Office of Economic Opportunity

Sheltered Market for SBEs and/or M/WBEs

Under the provisions of Board Rule on the SMALL/MICRO BUSINESS ENTERPRISE PROGRAM AND MINORITY/WOMEN BUSINESS ENTERPRISE CERTIFICATION, this bid is reserved for EXCLUSIVE COMPETITION by qualified Small Business Enterprise (SBE) if the OEO has sheltered it for SBEs or for qualified Minority/Women Business Enterprise (M/WBE) if the OEO has sheltered for M/WBEs. Before bid opening, all parties responding to this bid must be certified as a Small Business Enterprise and/or Minority/Women Business Enterprise, depending on the OEO recommendation, with Duval County Public Schools.

Any party desiring additional information concerning participation on this bid should contact:

Paula Wright, Supervisor
Office of Economic Opportunity
(904) 858-4860
WrightP2@duvalschools.org

or
Office of Economic Opportunity
1701 Prudential Drive, Suite 322
Jacksonville, FL 32207
(904) 858-1480/ (904) 858-1492 fax

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. **Late bids are not considered** and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using <http://www.timeanddate.com/worldclock/results.html?query=jacksonville>.

***** NOTE *****

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Pricing read during bid opening, is for informational purposes only. Prices will be verified during the bid evaluation process. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled "Posting of Bid Recommendation". Bid Tabulation will be posted on the web after contract award has been made.

www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, 1701 Prudential Drive, Suite 322, Jacksonville, FL 32207. **Awarded vendors will receive an official Notification of Award letter after the Board has taken action.**

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
 2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
 3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
 4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
 5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
 6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
 7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
 8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
 9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.
-

CONTRACTOR: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

Contractor's SIGNATURE/DATE

NAME/TITLE

Name of COMPANY

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
 - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
 - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

Contractor's SIGNATURE/DATE

NAME/TITLE OF AUTHORIZED REPRESENTATIVE

Name of COMPANY

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the _____ of _____, a _____, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that _____, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

(Signature)

(Date)

Protest Policy – School Board Policy 7.70

V. Protests Arising From The Contract Solicitation or Award Process

- A. This section implements section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.
 - a. School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing shall post notice of a Decision or Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means the noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
 - b. Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.
 - i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.
 - ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.
 - iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.
 - c. Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.
 - i. The formal written protest shall:
 - A. state with particularity the facts and law upon which the protest is based;
 - B. contain all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code; and

C. be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "The School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files an action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Duval County, Florida" in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

A. The School District shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the School District administrative office is closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or \$5,000, whichever is greater.

d. Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e. Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to

resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays, and holidays when the School District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

f. Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excluding Saturdays, Sundays, and holidays when the school district's administrative offices are closed) after receipt of the formal written protest; and

A. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

B. if there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

B. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32207

We are unable to submit a bid at this time due to the following reason(s):

Name of Firm: _____

Signature and Title: _____

Street Address or P.O. Box: _____

City, State, Zip Code: _____

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish firm prices and a supplemental source of supply for new asphalt bituminous paved drives, parking areas, and asphalted sports surfaces, including base course and wearing course. Construction of subgrade, concrete curbs, and drainage structure as specified. The contractor's services to be purchased by DCPS for the period from date award through March 31, 2024.
2. **RENEWAL:** Upon written mutual agreement between Contractor/s and Duval County Public Schools (DCPS), the contract may be renewed at the anniversary date for four (4) additional one (1) year periods, subject to the same provisions, terms, conditions, specifications as originally awarded, and pricing in accordance with Special Condition 3 below.
3. **ESCALATION PROVISION:** All pricing shall remain firm for the initial period. Upon renewal (if applicable), the CONTRACTOR may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI), not to exceed 3% and / or documentation notifying of an industry wide increase. The contractor must request the increase in writing at least 30 days prior to the renewal of the contract. DCPS reserves the right to decline any price increase request.
4. **AWARD:** Award will be all or none to the lowest responsive responsible bidder as the primary awardee. The District may choose to award to the next lowest responsive, responsible bidder as alternate awardee, in the event the primary awardee is unable to provide the services or in the event of an emergency situation. **All items must be bid or vendor will be consider non-responsive for the entire bid.**
5. **MINORITY SHELTERED MARKET:** Vendors are requested to submit proof of certification with their bid. Vendors who are not certified as a Small Business Enterprise and/or a Minority/Women Business Enterprise with Duval County Public Schools prior to bid opening, will be considered non-responsive and ineligible for award.
6. **PRICING:** Pricing shall be all inclusive. The awarded contractor will be responsible for supplying all labor and materials required to perform the job as specified in this bid.
7. **BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

Tie bids are decided by tie breaking procedures outlined in purchasing policy.

8. **PURCHASES:** Award does not constitute an order. Before any shipments can be made, the vendor must receive a School District Purchase Order, an internal account's Purchase Order or a Procurement Card Authorization.

9. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about March 10th, 2023 and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named in Special Condition 10.
10. **QUESTIONS:** Any questions and/or request for additional information should be directed to **James Robinson, in Purchasing Services at (904) 858-4837 or by email at robinsonj12@duvalschools.org**. Placing this bid number **ITBS-031-23/JR**, in subject header. **Deadline for questions shall be 12:00 noon EST on February 17th, 2023** No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.
11. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than **as expressly designated** in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT'S existing contract(s) for the materials or services addressed in this ITB.
12. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.
13. **SOCIAL SECURITY CONTRIBUTIONS:** DCPS is **NOT** liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the Contractor during the period of this contract. Contractors are solely responsible for any claims made by their workers under the Fair Labor Standards Act.
14. **QUANTITIES:** The items listed in this solicitation will be ordered on an "AS NEEDED" basis by the Duval County Public Schools. No firm statement of quantity, totally or individually, can be made. The column headed "ESTIMATED QUANTITY" is for information only and does not bind the Duval County Public Schools to make any purchases under items of this bid.
15. **SUB-CONTRACTORS:** Sub-Contract work will be limited to 40% of the awarded Contract Value. DCPS must approve all Sub-Contractors in writing prior to them performing any work under this contract. All requests for Sub-Contractors shall be submitted in writing to the DCPS Contract Manager. The vendor will be fully responsible to DCPS for the acts and omissions of the Sub-Contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.
16. **EXECUTION OF THE WORK:** Time is of the essence in fulfillment of the required services. The contractor shall complete all work within the schedule established by the Project Manager. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract.

All work will be held to the standards of DCPS Guidelines which will be provided at the time of the

award. All work that the DCPS Project Manager does not deem to meet the standards will need to be scheduled to correct the noted issues to DCPS standards.

17. **ITEMS NOT COVERED BY SPECIFICATIONS:** When DCPS requires related items that are not a part of the specifications herein, the Director of Facilities Maintenance or designee will request a written quote for those items. DCPS may at its sole discretion, elect to procure those services from the contractor in accordance with the contract or may elect to procure them elsewhere. If the Director of Facilities Maintenance or designee elects to procure the service(s) from the contractor, a separate purchase order will be issued.
18. **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply.

Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth.

Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card).

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

19. **WORK PROPOSALS AND ORDERING WORK:** Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor's risk.

Based on the site examination, contractor shall submit a written work proposal as indicated on the Project Proposal Form. The proposal shall be "firm fixed-price" amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

For each project, contractor shall provide price quotation using both the attached "**Attachment A** Project Proposal" and **Attachment B** "Attachment Line Item Pricing List" forms. Once received, DCPS shall review and either issue a Purchase Order for the work and costs described therein or negotiate to finalize. Once the Project Proposal form is accepted by DCPS, a Purchase Order will be issued authorizing the work to proceed.

The Contractor will perform the work authorized in accordance with the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between DCPS and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Contractor is responsible for pulling all permits (if required) and scheduling applicable inspections with

DCPS Code Enforcement Office.

The scope of this contract shall include related construction services which supplement the services under this contract. Should DCPS require site work repair/construction which is not covered by the specifications in order to complete asphalt paving or repairs, the contractor may be requested to submit a quote and issued a purchase order to cover that scope of work. This work can include but is not limited to underground utilities construction and repairs.

NOTE: If Striping is required on City Right of Ways (ROW), Contractor is required to meet all City of Jacksonville requirements.

20. **PURCHASE ORDERS:** Work will be authorized via official DCPS Purchase Orders. Purchase Orders issued pursuant to the contract terms and will include only the rates noted on the bid proposal form.
21. **INVOICING:** Invoices for work performed shall be submitted using **Attachment C** with the appropriate rates (as indicated on the bid proposal form) for the agreed firm fixed-price amount.
22. **EQUIPMENT:** Each crew shall have appropriate vehicles and all the customary and necessary hand/power tools and accessories to perform the work of the trade. As part of the performance under this contract, all necessary safety barriers, tape and/or traffic cones shall be provided by the contractor to secure and separate the work area(s).
23. **EQUIPMENT RENTAL:** All equipment, tools, mechanical devices or material rented in support of this contract shall be included in the bid price for each service as provided in the Contractors bid package. Any special equipment (equipment deemed to be unusual to perform the work outlined in this ITB) must be approved in writing by DCPS prior to rental. The cost of such items will be reimbursed based on the contractor's actual expense only. Copies of rental invoices will be required and no overhead and profit may be applied.
24. **MATERIALS:** Contractor shall list on the Material list, the materials necessary for the completion of the work.
25. **WARRANTY:** The Contractor warrants to DCPS that: (1) the work will conform to the requirements of the contract documents (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the contract documents.

The contractor shall promptly correct work rejected by DCPS Project Manager as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work.

In addition to the Contractor's other obligations, the Contractor shall for a period of one year after project completion, correct work not conforming to the requirements of the contract documents.

Any damages to DCPS property caused by the contractor's personnel while performing work under this contract shall be repaired at the contractor's expense.

26. **REFERENCES:** Each bidder shall submit, as part of their bid, a list of three (3) references for similar projects completed within the past 12 months. Reference information shall include: 1) description of the project, and project timeline; 2) the business or firm for whom the project was completed; 3) the name and contact telephone number of an individual from the firm who was directly involved with the project.

27. **INSURANCE:**

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

1. **Workers' Compensation/Employers' Liability.** The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising

out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

- (b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

- (c) The VENDOR/CONTRACTOR shall include DCPS and DCPS's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

- (d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS's member, official, officer or employee for which the DCPS or DCPS's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

- (a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

- (b) DCPS and DCPS's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

- (c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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- B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of

Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

- (a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

- (b) the original of the policy(ies).-

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.
2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

NOTICE: Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

28. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.
29. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at <http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.html>) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.
30. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.
31. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.
The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.
32. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.
33. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.
34. **AVAILABILITY OF FUNDS:** The obligations of Duval County Public Schools under this award

are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

35. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

36. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors, or other designees, during normal business hours at Contractor's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

37. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection. Bids submitted that include contingencies that must be met by the District in order for the bidder to accept a contract will be cause for rejection.

38. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

39. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of

Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

40. **CANCELLATION:** The Director of Purchasing may, upon reasonable written notice, cancel in whole or in part any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.
41. **FORCE MAJEURE:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 40. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.
42. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).
43. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement Districtwide Milling, Paving, and Sealcoating for Large Asphalt Areas. In any event, these services will not be required to continue for a period of time exceeding six (6) months.
44. **PUBLIC RECORDS LAW:** Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

- A. Keep and maintain public records required by the District in order to perform the service.
- B. Upon request from the District's custodian of public records, provide the District 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 provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR). THE DISTRICT'S CONTACT IS:

**Heather Connor
129 King St.
Jacksonville, FL 32204
(904) 858-6300
connorh@duvalschools.org**

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

45. **EMPLOYMENT ELIGIBILITY:** Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):
- (a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's

subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

- (b)
 - 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - 2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.
 - 2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.
- (d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.
- (e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.
- (f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

BID PROPOSAL FORM

Bidder's Name: _____

Bid NO: ITBS-031-23/JR

TITLE: DISTRICTWIDE ASPHALT MILLING, PAVING AND SEALCOATING BID NO. ITBS-031-23/JR SECTION 1 - ASPHALT PAVING				The amount of asphalt used in a project shall be calculated from the tonnage of asphaltic concrete applied @ 110 lbs/SY; 1" compacted thickness.	
SECTION 1 ASPHALT MILLING, PAVING					
ITEM	DESCRIPTION OF WORK	APPROX. QTY	UNIT	UNIT COST (\$)	TOTAL COST
1	ASPHALTIC CONCRETE OVERLAY, TYPE SP 9.5, 20% RAP 1-1/4" THICK (RESURFACING OVER EXISTING)	1,000	SY	\$	
2	ASPHALTIC CONCRETE OVERLAY, TYPE SP 9.5, 20% RAP, 1-1/2" THICK (RESURFACING AFTER MILLING)	3,000	SY	\$	
3	ASPHALTIC CONCRETE NEW, TYPE SP 9.5, 20% RAP, 1-1/2" THICK (PARKING LOT CONSTRUCTION)	500	SY	\$	
4	ASPHALTIC CONCRETE NEW, TYPE SP 12.5 20% RAP 2" THICK (DRIVEWAY CONSTRUCTION)	1,000	SY	\$	
5	ASPHALTIC CONCRETE, TYPE SP 9.5 VIRGIN MIX 1-1/2" THICK (RUNNING TRACK CONSTRUCTION)	1,000	SY	\$	
6	MILLING EXISTING ASPHALT PAVEMENT & DISPOSAL (UP TO 1-1/2" IN. THICK)	1,000	SY	\$	
7	MILLING EXISTING ASPHALT PAVEMENT & DISPOSAL (OVER 1-1/2" IN. TO 3 IN. THICK)	1,000	SY	\$	
8	RE-MOBILIZATION FOR MILLING, PAVING, EXCAVATION OR ADDITIONAL SERVICES	1	EA	\$	
9	MOBILIZATION FOR PLACEMENT OF LESS THAN 300 SY (1-1/2" THICK OR MORE) OF ASPHALTIC CONCRETE	1	EA	\$	
10	POTHOLE REPAIR: REPAIR 4' x 4' ASPHALT PARKING LOT - INCLUDES MOBILIZATION	20	EA	\$	
11	MANHOLE ADJUSTMENT (RESURFACING, ONLY) (RAISING ONLY)	1	EA	\$	
12	MANHOLE ADJUSTMENT (MILLING) (LOWERING AND RAISING)	4	EA	\$	
13	VALVE BOX ADJUST 10 IN. OR LESS IN DIA. (RESURF ONLY)	4	EA	\$	
14	VALVE BOX ADJUST 10 IN. OR LESS IN DIA. (MILLING) (LOWERING AND RAISING)	4	EA	\$	
15	CURB INLET FRAME ADJUSTMENT	4	EA	\$	
16	EXCAVATION FOR WIDENING STRIP CONSTRUCTION	500	CY	\$	
17	WIDENING STRIP BASE COMPACTION OR ASPHALT LEVELING	20	TN	\$	
18	SAW CUTTING EXISTING ASPHALT PAVEMENT	4000	LF	\$	
19	SAW CUTTING CONCRETE PAVEMENT (UP TO 6" THICK)	3000	LF	\$	

BID PROPOSAL FORM

Bidder's Name: _____

Bid NO: ITBS-031-23/JR

SECTION 1 ASPHALT MILLING, PAVING CONTINUED					
ITEM	DESCRIPTION OF WORK	APPROX. QTY	UNIT	UNIT COST (\$)	TOTAL COST
20	CONCRETE PAVEMENT REMOVAL /DISPOSAL	1000	SY	\$	
21	ASPHALT PAVEMENT AND/OR RUBBER REMOVAL /DISPOSAL(NOT COMPLETED AS MILLING)	1000	SY	\$	
22	EXISTING BASE REMOVAL AND REPLACEMENT (EXCLUDING NEW BASE MATERIAL COSTS)	1000	SY	\$	
23	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	70	CY	\$	
24	SUB-BASE 12" (COMPACTED IN PLACE)	500	SY	\$	
25	LIMEROCK 4" (COMPACTED IN PLACE)	1000	SY	\$	
26	LIMEROCK 6" (COMPACTED IN PLACE)	1000	SY	\$	
27	LIMEROCK 8" (COMPACTED IN PLACE)	3000	SY	\$	
28	CONCRETE CURB AND GUTTER (NEW) - install new 6" X 24" standard concrete curb and gutter	200	LF	\$	
29	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT- Remove old and install new 6" X 24" standard concrete curb and gutter	200	LF	\$	
30	STANDARD CONCRETE WHEEL STOPS, REMOVE AND REPLACE WITH SAME	10	EA	\$	
31	STANDARD CONCRETE WHEEL STOPS, REMOVE, DISPOSE AND INSTALL NEW (SEE EXHIBIT A IN SECTION 31)	10	EA	\$	
32	STANDARD CONCRETE WHEEL STOPS, NEW AND INSTALL (SEE EXHIBIT A IN SECTION 31)	20	EA	\$	
33	REMOVE AND REPLACE EXISTING SPEED HUMP (SEE EXHIBIT B IN SECTION 31)	10	EA	\$	
34	INSTALL NEW SPEED HUMP (SEE EXHIBIT B IN SECTION 31)	10	EA	\$	
35	GRASSING SOD (ST. AUGUSTINE)	100	SY	\$	
36	GRASSING SOD (ARGENTINE BAHIA)	100	SY	\$	
37	SIGN RELOCATION (USING EXISTING SIGN)	5	EA	\$	

BID PROPOSAL FORM

Bidder's Name: _____

Bid NO: ITBS-031-23/JR

SECTION 1 ASPHALT MILLING, PAVING CONTINUED					
ITEM	DESCRIPTION OF WORK	APPROX. QTY	UNIT	UNIT COST (\$)	TOTAL COST
RAMP RECONSTRUCTION TYPE- SEE EXHIBIT C IN SECTION 31					
38	ADA RADIAL RAMP -ADACR#1	5	EA	\$	
39	ADA RADIAL RAMP WITH CURB RETURNS-ADACR#2	5	EA	\$	
40	ADA RADIAL RAMP WITH FLARED RETURNS-ADACR#3	5	EA	\$	
41	ADA RADIAL RAMP WITH CURB-ADACR#4	5	EA	\$	
ADA ACCESSIBLE- DETECTABLE WARNING SURFACE					
42	INSTALL ADA MAT	400	SF	\$	
STRIPING (SECTION 1)					
43	4" SKIP TRAFFIC STRIPE, YELLOW PAINT	10000	LF	\$	
44	4" SOLID TRAFFIC STRIPE, YELLOW PAINT	30000	LF	\$	
45	4" SKIP TRAFFIC STRIPE, WHITE PAINT	10000	LF	\$	
46	4" SOLID TRAFFIC STRIPE, WHITE PAINT	15000	LF	\$	
47	4" PAINTED PARKING LOT STRIPE, WHITE	1000	LF	\$	
48	4" PAINTED PARKING LOT STRIPE, BLUE	200	LF	\$	
49	SOLID TRAFFIC STRIPE (12" CROSS-WALK), WHITE PAINT	3000	LF	\$	
50	STANDARD RIGHT AND LEFT TURN ARROWS, WHITE PAINT	75	EA	\$	
51	STANDARD PAVEMENT LETTER 6-INCH HIGH (PER LETTER)	25	EA	\$	
52	STANDARD HANDICAP SYMBOL (PAINT)	15	EA	\$	
53	PAINT SPEED HUMP	10	EA	\$	
GRAND TOTAL ITEMS 1- 53					

The scope of this contract shall include related construction services which supplement the services under this contract. Should DCPS require site work repair/construction which is not covered by the specifications in order to complete asphalt paving or repairs, the contractor may be requested to submit a quote and issued a purchase order to cover that scope of work. This work can include but is not limited to underground utilities construction and repairs.

Services to be provided include mobilization, ALL project preparation, surface preparation, equipment, rental equipment, materials, application, site visits as necessary, and cleanup as described in this ITB. Quantities below are estimates and are not guaranteed.

BID PROPOSAL FORM

Bidder's Name: _____

Bid NO: ITBS-031-23/JR

Section 2

SEALCOATING					
ITEM	DESCRIPTION OF WORK	APPROX. QTY	UNIT	UNIT COST (\$)	TOTAL COST
1	Crack Repair for cracks greater than 1/4" but less than 1' width	2,000	SF	\$	
2	Application of Asphalt Sealcoat on a Smooth and Dense surface	50,000	SF	\$	
3	Application of Asphalt Sealcoat on a Medium Grade surface	150,000	SF	\$	
4	Application of Asphalt Sealcoat on a Rough (Aged) surface	150,000	SF	\$	
5	Application of Asphalt Sealcoat on an Excessively Rough (Aged) surface	75,000	SF	\$	
STRIPING					
6	4" SKIP TRAFFIC STRIPE, YELLOW PAINT	3,000	LF	\$	
7	4" SOLID TRAFFIC STRIPE, YELLOW PAINT	1,000	LF	\$	
8	4" SKIP TRAFFIC STRIPE, WHITE PAINT	2,000	LF	\$	
9	4" SOLID TRAFFIC STRIPE, WHITE PAINT	1,000	LF	\$	
10	4" PAINTED PARKING LOT STRIPE, WHITE	1,000	LF	\$	
11	4" PAINTED PARKING LOT STRIPE, BLUE	200	LF	\$	
12	SOLID TRAFFIC STRIPE (12" CROSS-WALK), WHITE PAINT	3000	LF	\$	
13	STANDARD RIGHT AND LEFT TURN ARROWS, WHITE PAINT	75	EA	\$	
14	STANDARD PAVEMENT LETTER 6-INCH HIGH (PER LETTER)	25	EA	\$	
15	STANDARD HANDICAP SYMBOL (PAINT)	15	EA	\$	
16	PAINT SPEED HUMP	10	EA	\$	
SECTION 2 GRAND TOTAL ITEMS 1- 16					
The scope of this contract shall include related construction services which supplement the services under this contract. Should DCPS require sitework repair/construction which is not covered by the specifications in order to complete asphalt paving or repairs, the contractor may be requested to submit a quote and issued a purchase order to cover that scope of work. This work can include but is not limited to underground utilities construction and repairs.					
Services to be provided include mobilization, ALL project preparation, surface preparation, equipment, rental equipment, materials, application, site visits as necessary, and cleanup as described in this ITB. Quantities below are estimates and are not guaranteed.					

REFERENCES

Bid NO: ITBS-031-23/JR

Each bidder shall submit, as part of their bid, a list of three (3) references for similar projects completed within the past 12 months. Reference information shall include: 1) description of the project, and project timeline; 2) the business or firm for whom the project was completed; 3) the name and contact telephone number of an individual from the firm who was directly involved with the project.

1. Project or Facility Name: _____
Owner's Name: _____
Address of Facility(s) maintained: _____
Contact Person: _____ Contact Phone # _____
Email address: _____ Fax Number: _____
Dates of Contract/Service (within 12 months): _____
Describe the nature of the contract/service provided: _____

2. Project or Facility Name: _____
Owner's Name: _____
Address of Facility(s) maintained: _____
Contact Person: _____ Contact Phone # _____
Email address: _____ Fax Number: _____
Dates of Contract/Service (within 12 months): _____
Describe the nature of the contract/service provided: _____

3. Project or Facility Name: _____
Owner's Name: _____
Address of Facility(s) maintained: _____
Contact Person: _____ Contact Phone # _____
Email address: _____ Fax Number: _____
Dates of Contract/Service (within 12 months): _____
Describe the nature of the contract/service provided _____

ATTACHMENT A
PROJECT PROPOSAL Bid NO. ITBS-031-23/JR
Districtwide Milling, Paving, Sealcoating for Large Asphalt Areas

CONTRACTOR:		DATE:
ADDRESS:		PROPOSAL #
CITY/STATE/ZIP:		CONTACT:
PHONE/FAX:		PROPOSAL VALID FOR () DAYS
PROPOSAL SUBMITTED TO:		
SCHOOL NAME &		
SCOPE OF WORK:		TOTAL AMOUNT (From Attachment B attached)
Contractor hereby proposes to furnish labor and materials - complete in accordance with Bid ITBS-031-23/JR and the above specifications for the following amount as indicated: DOLLARS \$ FIRM FIXED-PRICE AMOUNT:		
TIME FOR COMPLETION: This work shall commence on _____ and be completed by _____ All work to be completed in workmanlike manner according to standard practices. DCPS Project Manager shall approve any alteration or deviation from above specifications involving extra charge prior to commencement of work. AUTHORIZED SIGNATURE: DATE: _____		
ACCEPTANCE OF PROPOSAL BY DUVAL COUNTY PUBLIC SCHOOLS The above prices, specifications and conditions are hereby accepted. You are authorized to do the Work as specified. AUTHORIZED SIGNATURE: _____ DATE: _____		

**ATTACHMENT C
Invoice Format**

**Company Name,
Address,
Phone Number**

DCPS CONTRACT NUMBER: ITBS-031-23/JR
DISTRICT WIDE MILLING, PAVING, SEALCOATING FOR LARGE ASPHALT AREAS

School Name: _____	Invoice Number: _____ Invoice Date: _____ Purchase order #: _____
---------------------------	--

Bid Item #	Item Description	Item Quantity	Unit	Bid Price	Extension
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL AMOUNT OF INVOICE					\$0.00

INVOICE STATEMENT: This invoice is a true and accurate statement. **Name of Contractor** has not previously received funds for this invoice.

Signed By: _____

Title: _____

Name of Contractor: _____

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **Shifting Gears, LLC**, (“Contractor”), concerning that certain contract with **DUVAL COUNTY PUBLIC SCHOOLS**.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, (Duval County Public Schools) awarded a bid solicitation through Request for Proposal or Invitation to Bid # ITB-031-23/JR Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“Duval County Public Schools Contract”), which is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the Duval County Public Schools Contract except as amended herein; and

WHEREAS, the Duval County Public Schools Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the Duval County Public Schools Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the Duval County Public Schools Contract are incorporated by reference herein.

2. Amendments. The Duval County Public Schools Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the Duval County Public Schools Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the Duval County Public Schools Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the Duval County Public Schools Contract contained in Exhibit “A” shall be incorporated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the VCCDD, Florida and its staff and addresses, as may be required in the awarded Duval County Public Schools Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may “act on behalf” of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains

public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any

contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF NEPTUNE BEACH:

By: _____
Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____
City Clerk

Shifting Gears, LLC:

Signature: Garrett L. Dennis

Print Name: Garrett L. Dennis

Print Title: President

Attested By: _____
(Signature, Printed Name, Title)

Approved as to Legal Form and Content by:

Paul H. Vose

Vose Law Firm, City Attorney



Agenda Item#10C 3rd Street Emergency Repair

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Emergency Repairs to 3rd Street Gravity Sanitary Sewer
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 31, 2025
BACKGROUND:	On February 18 during routine cleaning of the 12" sanitary sewer pipe crossing 3rd Street, the cleaning tool became lodged in the pipe and dirt was noted, indicating a pipe failure. This pipe was video inspected in 2023 and noted as egg-shaped in the area that failed. City crews installed a bypass pump to maintain service and Beaches Energy provided a crane to support the power pole which was within the excavation zone. Gruhn May, Inc, the city's continuing services utility contractor, was contacted and subsequently brought Jax Utilities Management, Inc. on as a subcontractor. Jax Utilities provided labor and equipment for repairs over the course of February 19 through March 3. The pipe was subsequently cleaned, video inspected and returned to service. The redundant pipe crossing of 3rd Street project is released for bid and staff is evaluating options for eliminating the portion of pipe that failed by rerouting flow.
BUDGET:	FY25 Sewer Repair and Maintenance (401-4335-535-30-46) Current Budget is \$285,000.00 with Budget Remaining of \$186,794.06. A budget transfer from Sewer Improvements – Not Buildings (401-4335-535-60-63) is proposed; Current Budget is \$2,492,130.35 with Budget Remaining of \$2,394,633.70
RECOMMENDATION:	Approval of Gruhn May, Inc. invoice in the amount of \$325,500.00
ATTACHMENT:	Invoice from Gruhn May, Inc.



Invoice

Invoice # ~~443~~ 5477

Bill To

Job 2503002 - Florida & 3rd Sewer Repair

	Description	Amount
	Provide emergency repairs to the sewer main at Florida Blvd. & 3rd Street.	310,000.00
	Subcontractor Cost	
	Administrative & General Liability Cost	7,750.00
	Markup	7,750.00
	Total	\$325,500.00

Job Cost Details

6897 Philips Parkway Dr. North
Jacksonville, Florida 32256
(904) 262-9544 Fax 268-0679

Date of Completion: 3/3/2025

Item Description	Qty.	UM	Unit Cost	Material
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Material Total				\$0.00

Equipment	Hours	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Equip. Total			\$0.00
Labor			
Regular			\$0.00
Overtime			\$0.00
Labor Total			\$0.00
Subcontractor	1	\$310,000.00	\$325,500.00
Sub total			\$325,500.00

Category Totals	
Material	\$0.00
Labor	\$0.00
Equipment	\$0.00
Sub.	\$325,500.00
Overhead 20%*L&E	\$0.00
Mobilization	\$0.00
Grand Total	\$325,500.00



Jax Utilities Management, Inc.
 5465 Verna Boulevard
 Jacksonville, FL 32205
 904-779-5353

Invoice

Date	Invoice #
3/11/2025	234262R

Bill To Gruhn May Inc. Attn: Gordon Gruhn
--

Ship To

P.O. Number	Terms	Project
2501062	Due on receipt	6025-1 Florida Blvd Sewer Rep...

Quantity	Description	Price Each	Amount
1	Neptune Beach Emergency Sewer Repair Material and Equipment: •Well point system with pump installed and removed •Cat 315 •John Deere 544 •6x10x5 trench box •10x10x5 trench box •30" pipe plug •12" pipe plug •7 pallets of Saint Augustine sod •2 Mar Mac wraps •6 bags of ready-mix concrete •5 gallons of pre co •1/2 roll of filter cloth •1 load of 57 stone •6 loads of good fill •Hauled out 5 loads of unsuitable material •Installed 300' silt fence •Took down and reinstalled 32' of fence •Removed a 25' to 35' palm tree •Pressure washed the park sign, removed all dirt from repair.	310,000.00	310,000.00
Charles Freshwater 904-813-3534		Total	\$310,000.00



Serving NE Florida Since 1974

March 11, 2025

JUM, Inc. responded to an emergency call on a sewer cave-in from Gordon Gruhn on the 18th of February at 11:30am. We spoke to Neptune Beach officials after accepting the job and gave a verbal budget of 400k to 500k. It was unknown if we would need to move east and west out of the starting spot of the cave-in. Then after having multiple superintendents look at the job, we provided a written estimate to Mr. Gruhn and given the go ahead. The job started on the 19th of February and completed on the 3rd of March.

Material and Equipment:

- Well point system with pump installed and removed
- Cat 315
- John Deere 544
- 6x10x5 trench box
- 10x10x5 trench box
- 30" pipe plug
- 12" pipe plug
- 7 pallets of Saint Augustine sod
- 2 Mar Mac wraps
- 6 bags of ready-mix concrete
- 5 gallons of pre co
- 1/2 roll of filter cloth
- 1 load of 57 stone
- 6 loads of good fill
- Hauled out 5 loads of unsuitable material
- Installed 300' silt fence
- Took down and reinstalled 32' of fence
- Removed a 25' to 35' palm tree
- Pressure washed the park sign, removed all dirt from repair.

Total \$310,000.00

Jax Utilities Management, Inc.

Estimate

5465 Verna Boulevard
Jacksonville, FL 32205

Date	Estimate #
2/19/2025	070944

Name / Address
Gruhn May Inc Attn: Gordon Gruhn

Project

Item	Description	Qty	Rate	Total
Underground Utili...	Neptune Beach Emergency Sewer Repair **** Estimated project amount to be between \$280,000 and \$310,000 - Not to exceed \$310,000 without prior approval ****	1	280,000.00	280,000.00
Charles Freshwater 904-813-3534			Total	\$280,000.00



Agenda Item #10D Public Works Roof

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Public Works Roofs and Related Replacement Project
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 31, 2025
BACKGROUND:	Roofs at the Public Works yard require replacement and in some cases repair to decks will be necessary as shown in the attached pictures. Soffits and gutters are also in various states of disrepair. Roofs are approximately 20 years old, with some previous patching noted. In total, the square footage of all buildings affected is approximately 27,000. This project was approved by City Council for FY25. The advertised project received bids from two contractors: • TC Metal Roofing LLC - \$439,000.00 • Inland Construction & Engineering, Inc. - \$784,000.00 CONB's consulting engineer has reviewed both bids for conformance with the bid documents and recommends TC Metal Roofing LLC (TC) be awarded the project. TC provided a lump sum of \$392,030.00 for roof system repair and replacement which includes the base bid 24 gauge standing-seam roof panels. In addition, two alternative bid items were received for 22 gauge which would be required for any future solar panel installation: • Alt Item 1 - Admin and Water/Stormwater - \$33,128.00 • Alt Item 2 - Animal Control, Plant PLC, Pole Barn and Pump Station Buildings - \$31,836.00 Alternative Bid Items 1 and 2 represent a 17% increase over the base bid roof. Regardless of metal gauge, bid specifications require a 20-year manufacturer's warranty. Staff recommends approval of both alternative bid items. In addition, a Buyer's Contingency Allowance of \$50,000.00 is included for unit price items which may be needed such as sheathing and fascia board.
BUDGET:	As of 3.31.25, Public Works General Fund 001-1441-541-60-62 Building Improvements FY25 Current Budget is \$822,970.00 with Budget Available of \$746,660.00.
RECOMMENDATION:	Award to TC Metal Roofing LLC in the amount of \$553,964.00 which includes Alternative Bid Items 1 and 2, and a Buyer's Contingency Allowance of \$50,000.00.
ATTACHMENT:	• Kimley-Horn Bid Review and Evaluation of Findings letter • Bid packages and secondary submittals • Excerpt of bid package - standing seam roof specifications • Pictures of facility and roof conditions at Public Works yard

Roof damage caused by un-guttered water



Typical soffit damage



Hole in deck covered by plywood; deck sagging between rafters



Previous shingle repair



March 28, 2025

Deryle Calhoun
Director of Public Works
2010 Forest Avenue
Neptune Beach, FL 32266

**Subject: City of Neptune Beach
Public Works Roof Repair
Issue for Bid No.: 2025-02
Bid Review and Evaluation of Findings**

Dear Mr. Calhoun,

This letter summarizes the construction contract bids received for the Public Works Roof Repair project. City of Neptune Beach (CONB) opened the project on DemandStar on February 5, 2025 at 2:00 P.M. Two bids were received by March 12, 2025 at 2:00 P.M. Based on the interest from two contractors, Kimley-Horn and Associates, Inc. (Kimley-Horn) believes the project was well advertised. The two bids ranged from \$439,000.00 to \$784,000.00.

TC Metal Roofing, LLC submitted the lowest base bid for \$439,000.00. Kimley-Horn has reviewed the TC Metal Roofing, LLC bid package provided by CONB with the following findings:

- The bid bond was provided, and the Bid Bond surety is licensed in Florida.
- TC Metal Roofing, LLC is not a federally debarred contractor.
- Kimley-Horn reviewed the Contractor's experience, past projects, and outstanding projects and finds the Contractor capable to perform the scope of work for this project.

While the final determination of which contractor will be awarded this project will be made by CONB, Kimley-Horn believes the bid to be responsive and, based on the findings above, does not take exception to awarding the low bidder, TC Metal Roofing, LLC for the total contract of \$439,000.00.

I hope the above recommendation is sufficient for you to decide. Should you have any further questions, please feel free to contact me at (904) 828-3900.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Eric Frye, P.E.

CITY OF NEPTUNE BEACH
BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
PUBLIC WORKS ROOF PROJECT
CONB BID NO. 2025-02



BID DUE: Wednesday, March 12, 2025 AT
2:00 PM (LOCAL TIME)

'PRE-BID' MEETING
Wednesday, February 05, 2025, 2025 AT
9:00 AM (LOCAL TIME)

**CITY OF NEPTUNE BEACH
CONB BID NO. 2025-02
PUBLIC WORKS ROOF REPAIR**

TABLE OF CONTENTS

SECTION	TITLE
DIVISION 0	BIDDING AND CONTRACT REQUIREMENTS
00020	Request for Bids
000107	Seals Page
00200	Instructions to Bidders
00300	Bid Form
00400	Bid Bond
00420	Sworn Statements, Acknowledgements, and Affidavits
00425	W-9 Federal ID Number Form
004321	Allowance Form
004322	Unit Price Form
004323	Alternates Form
00440	Bonding Capacity Certification Letter
00500	Procurement Agreement
00600	Public Construction Performance and Payment Bond
00640	Application and Certification for Payment
00650	Request for Information Form
00660	Change Order Request From
00700	General Conditions
00800	Supplementary Conditions to the General Conditions
00900	Addendum(s) and Modifications
DIVISION 1	GENERAL REQUIREMENTS
01027	Applications for Payment
01060	Regulatory Requirements
011000	Summary
012100	Allowances
012200	Unit Prices
012300	Alternates

**CITY OF NEPTUNE BEACH
CONB BID NO. 2025-02
PUBLIC WORKS ROOF REPAIR**

TABLE OF CONTENTS

012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
01301	Administrative Requirements
013100	Project Management and Coordination
01320	Constructive Video and Photographs
013300	Submittal Procedures
01370	Schedule of Values
01400	Quality Control
015000	Temporary Facilities and Controls
016000	Product Requirements
01720	Record Documents
017300	Execution
01740	Warranties and Bonds
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017823	Operations and Maintenance Data
DIVISION 6	WOOD, PLASTICS, AND COMPOSITES
061063	Exterior Rough Carpentry
061600	Sheathing
DIVISION 7	THERMAL AND MOISTURE PROTECTION
074113.16	Standing-Seam Metal Roof Panels
074616	Aluminum Siding
075213	Atactic-Polypropylene (APP) Modified Bituminous Membrane Roofing
076200	Sheet Metal Flashing and Trim
077200	Roof Accessories
077229	Sloped Roof Ventilation
079200	Joint Sealants

**CITY OF NEPTUNE BEACH
CONB BID NO. 2025-02
PUBLIC WORKS ROOF REPAIR**

TABLE OF CONTENTS

DIVISION 9	FINISHES
099113	Exterior Painting
APPENDICIES	
APPENDIX "A"	Procurement drawings bearing the following title City of Neptune Beach – Public Works Roof Repair

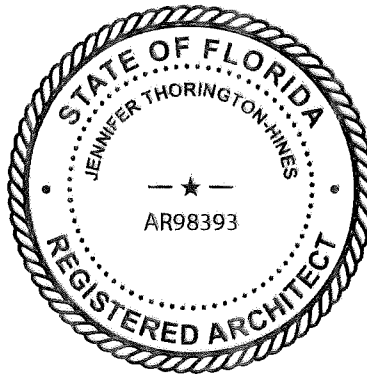
DOCUMENT 000107

SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Jennifer Thorington-Hines
2. AR98393
3. Responsible for Divisions 01-09 Sections except where indicated as prepared by other design professionals of record.



END OF DOCUMENT 000107

000107-2

SECTION 00020

REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (herein known as "Buyer"), Florida, will be accepting sealed Bids in triplicate, which will be received until **2:00 p.m., local time, Wednesday, March 12, 2025**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, for the following:

Public Works Roof Repair CONB BID NO. 2025-02

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

Provide all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; site clean-up; removal and disposal of all associated construction debris; as-built surveys; installation of lightning protection; and demobilization required to accomplish the removal and replacement the roof for the CONB Public Works.

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

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

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

A pre-Bid meeting will be held on **Wednesday, February 05, 2025 at 9:00 a.m., local time, at Public Works Conference Room (2010 Forest Avenue, Neptune Beach, FL 32266)**. Representative of Owner will be present to discuss the Project. The pre-Bid meeting is mandatory for parties interested in submitting a Bid. A sign in sheet will be required and Bids will not be valid unless Bidders are signed in for the mandatory pre-Bid meeting. All Bidders will be responsible for any and all information discussed at the pre-Bid meeting.

*Questions should be directed in writing by email to the Issuing Office at pwbids@nbfl.us no later than **Wednesday, February 12, 2025 at 2:00 p.m., local time.***

Bids are due at **2:00 p.m., local time, Wednesday, March 12, 2025** at City Hall located at: **116 1st St., Neptune Beach, Fl. 32266**, and will be opened as soon thereafter as possible in the presence of the City Clerk and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the

City Clerk's office.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2025-02 Public Works Roof Repair to be opened at 2:00 p.m., local time, Wednesday, March 12, 2025" addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefore.

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

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

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

END OF SECTION

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

SECTION 00200

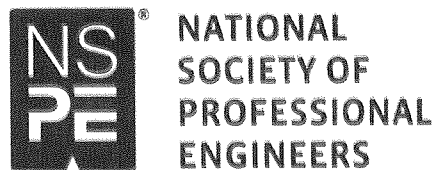
INSTRUCTIONS TO BIDDERS

Prepared By



ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



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(703) 684-2882
www.nspe.org

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

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1— Defined Terms	1
Article 2— Procurement Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	1
Article 4— Site Visit; Pre-Bid Conference	3
Article 5— Interpretations and Addenda	4
Article 6— Bid Security	4
Article 7— Procurement Contract Times.....	5
Article 8— Liquidated Damages	5
Article 9— “Or-Equal” Items.....	5
Article 10— Preparation of Bid.....	5
Article 11— Basis of Bid; Comparison of Bids.....	6
Article 12— Submittal of Bid	7
Article 13— Modification or Withdrawal of Bid	7
Article 14— Opening of Bids.....	7
Article 15— Bids to Remain Subject to Acceptance	8
Article 16— Evaluation of Bids and Award of Procurement Contract.....	8
Article 17— Bonds and Insurance	9
Article 18— Signing of Procurement Agreement	9
Article 19— Sales and Use Taxes	9

INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

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

ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

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

ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

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

- A. Bidder's License Information: Include a Copy of Bidder's license(s).
- B. Bidder's Federal Employer Identification Number (FEIN).
- C. Bidder's SunBiz Document Number.
- D. Minimum Experience Requirements:
 - 1. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years.
 - 2. Proof that the Bidder is a licensed Florida General Contractor and has performed satisfactory work for a government entity in Florida within the last three (3) years. If the General Contractor wishes to sub-contract out the roofing and electrical work, submit the name and the experience of the subcontractor performing the work as specified on the contract. The sub-contractor must have also performed satisfactory work for a government entity in Florida in the last three (3) years.
 - 3. Proof of satisfactory completion on a minimum of three (3) reference projects of similar scope, size, and cost to this project, including performing satisfactory work for at least one project for a government entity in Florida for the general contractor and any sub-contractors. Each of these three (3) reference projects must be verifiable by reference and include the following minimum information:
 - a. Project Name
 - b. Project Location (city, state)
 - c. Brief Description of Project Substantiating Similarity to this Project
 - d. Date of Completion of Project
 - e. Owner's Name
 - f. Owner's Project Manager's Name, Phone Number, and Email Address: Contact
- E. Provide the resumes of the Bidder's proposed project manager and project superintendent with verification that they have a minimum of five (5) years of verifiable experience matching the scope, type and complexity of the construction services performed on this project, that are currently employed with Bidder's company, and the verifiable projects that include contacts, dates, and project descriptive information to the Buyer's complete satisfaction.
- F. Provide a list of all subcontractors proposed for the project who will perform work in the amount equal to, or greater than, \$10,000. Include the following information for each proposed subcontractor:
 - 1. Name of Subcontractor
 - 2. Type of Work Subcontractor will Perform
 - 3. Subcontractor's License Number (if applicable)

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

ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer mandates that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through the Issuing Office.
- 4.02 It is the responsibility of each Bidder to be familiar with the general nature of the Work and satisfy the Bidder as to all federal, state, and local Laws and Regulations and visit the Site(s) and become familiar with and satisfy Bidder as to the general, local, and Site(s) conditions that may affect cost, progress, and performance of the Work. The Bidder shall consider the information known to

Bidder; information commonly known to contractors doing business in the locality of the Site(s); information and observations obtained from visits to the Site(s).

- 4.03 A mandatory pre-bid meeting will be held on **Wednesday, February 5, 2025 at 9:00 a.m.**, local time at ***"Neptune Beach Public Works : 2010 Forest Avenue, Neptune Beach, FL, 32266."*** Anyone interested in submitting a bid is required to attend. The pre-bid meeting includes a site visit to allow the bidders to acquaint and familiarize themselves with site conditions. To limit person-to-person contact please limit attendance to prime and major trades. All bidders will be responsible for any information discussed at the pre-bid meeting and familiarizing themselves with the site.
- 4.04 Interpretations or clarifications considered necessary by Buyer or Engineer in response to questions arising at the pre-bid conference will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 4.05 Any additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Seller.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted in writing to the Issuing Office at pwbids@nbfl.us.
- 5.02 Interpretations or clarifications considered necessary by Buyer or Engineer in response to such written questions will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Questions received after **Month Day, 2025 by x:xx pm**, local time may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Documents as deemed advisable by Buyer or Engineer.
- 5.04 Bidders shall have no contact related to this solicitation with the Buyer's employees or officials during this solicitation process outside of any pre-Bid meeting. This shall include from the time the solicitation is advertised until after the Bids are submitted. Unauthorized contact with Buyer's employees or officials may result in rejection of the bid. All communications with Buyer shall be in writing to the office indicated in this section or advertisement.

ARTICLE 6—BID SECURITY

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

Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract, provide all required insurance verification to the satisfaction of the Buyer, furnish an executed current version of IRS form W-9, and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

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

ARTICLE 7—PROCUREMENT CONTRACT TIMES

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

ARTICLE 8—LIQUIDATED DAMAGES

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

ARTICLE 9—"OR-EQUAL" ITEMS

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

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Procurement Documents. Additional copies of Procurement Documents may be obtained from the Issuing Office.
- 10.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Change," or "Not Applicable" may be entered.

- 10.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 10.04 Bidder shall:
- A. Sign the Bid Form as indicated in the Bid Form.
 - B. Include evidence of authority to sign.
 - C. Provide information on the individual to be contacted for any communications regarding the Bid including name, postal address, e-mail address, and telephone number.
 - D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 10.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth of the Bid Form.
- 10.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that:
- A. The Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Procurement Documents.
 - B. The Bidder has provided all written notice prior the submission of its Bid of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Procurement Documents and confirms that the written resolution thereof is acceptable to Bidder.
 - C. The Bidder has satisfied themselves that the Procurement Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
 - D. It is the Bidder's responsibility to read the Procurement Documents and Procurement Contract. Any variances must be clearly noted by the Bidder and attached as an appendix to the Bid. Bids may be considered nonresponsive if the Bidder communicates or submits any variances after the Bid opening date. If no variances or objections are submitted with the Bidder's submission it is hereby implied that no objection is taken with the solicitation documents or contract terms and conditions.

ARTICLE 11—BASIS OF BID; COMPARISON OF BIDS

11.01 *Unit Prices*

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.

- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

11.02 Buyer's Contingency Allowance

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

ARTICLE 12—SUBMITTAL OF BID

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

ARTICLE 13—MODIFICATION OR WITHDRAWAL OF BID

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

ARTICLE 14—OPENING OF BIDS

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

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

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

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

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

ARTICLE 17—BONDS AND INSURANCE

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

ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT

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

ARTICLE 19—SALES AND USE TAXES

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

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

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

SECTION 00300

BID FORM

CONB BID NO. 2025-02 Public Works Roof Repair

This Bid is submitted to The City of Neptune Beach.

In submitting this Bid, the Bidder represents that:

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

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

Bid Schedule:

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$ 7500
2	Bonds and Insurance	LSum.	1	\$	\$ 13,170
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$	\$ 25,000
4	Construction Engineering	LSum.	1	\$	\$ included
5	Construction Testing including QA/QC	LSum.	1	\$	\$ included
6	Photography and Video	LSum.	1	\$	\$ 750.00
9	As-built Survey	LSum.	1	\$	\$ N/A
10	Site Restoration and clean-up	LSum.	1	\$	\$ included
11	Disposal and Disposal Fees	LSum.	1	\$	\$ included
12	Notices of Commencement and Termination	LSum.	1	\$	\$ 550.00
13	Public Works Roof Repair	LSum.	1	\$	\$ 392,030.00
Total of All Unit Price Bid Items					\$ 439,000

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

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

Procurement Documents.

Buyer's Contingency Allowance: \$50,000.00
(Numerals)

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

Total Bid Price: \$ 439,000.00
(Numerals)

Addendum Receipt:

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

ADDENDUM NO. 1 DATED 2-5-25
ADDENDUM NO. 2 DATED 2-7-25
ADDENDUM NO. 3 DATED 2-7-25

Bidder's DUNS Number: 097 952 387

Bidder's FEIN Number: 47-5049701

Bidder's License Information:

Bidder's License Type: CGC/CCC
Bidder's License Category (if any): General Contractor / Roofing Contractor
Bidder's License Special Qualification (if any): _____
Bidder's License No: CGC1524548 / CCC1331022
Bidder's License State: FL
License Name/Organization: TC Metal Roofing LLC

Bidder's Sub-Contractor License Information:

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

Sub-Contractor's License No: _____

Sub-Contractor's License State: _____

License Name/Organization: _____

Unauthorized Alien Statement:

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

List of Major Sub Contractors:

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

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

The Bidder expressly agrees that:

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

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor

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

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

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

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

The Bidder has fully reviewed and informed themselves regarding the Bidding Documents. The Bidder, by submitting a Bid to the Buyer, warrants that the Bidder conforms with all specified requirements including

experience, present commitments, schedule, necessary facilities, local preference, insurance verification, bonding capacity, local license(s), required Form(s), ability, and financial resources contained in the Bidding Documents. The Bidder shall provide any required proof of experience, license(s), form(s), coverages, requirements, and limits specified in the Bidding Documents within 10 days of the Bid Opening or the Owner may consider Bidder to be in default or non-responsive and reject the Bid and the Owner may then award the Bid to the next lowest conforming, responsive Bidder.

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

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

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

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder:

TC Metal Roofing LLC

(typed or printed name of organization)

By:

TJ Kattenbach

(individual's signature)

Date:

3-10-2025

(date signed)

Name:

Timothy Kattenbach

(typed or printed)

Title:

CEO

(typed or printed)

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

Attest:

J Kattenbach

(individual's signature)

Title:

Secretary

(typed or printed)

Address for giving notices:

1000 Charles St

Longwood FL 32750

3

Designated Representative:

Name:

Timothy Kattenbach

(typed or printed)

Title:

CEO

(typed or printed)

Address:

1000 Charles St

Longwood FL 32750

Phone:

407-878-3125

Email:

TJ@tcmetalroofing.com

License No.:

Classification:

Limitation:

5. Drug-Free Workplace Form

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

Tc Metal Roofing LLC does:
(Name of Business)

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

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

T. H. H. H.

Proposer's Signature

3-10-25

Date

END OF SECTION

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

By: T. Kastenbach

Title: CEO

Subscribed and sworn before me this 10 day of March, 2025, by Timothy Kastenbach, who is personally known to me or has produced _____ as identification Heather Hosack

My Commission expires: 9/4/27

(Affix Seal)

Notary Public

Print Name



SPACE INTENTIONALLY LEFT BLANK

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

I, the undersigned, understand that a, "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term, "person," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

00420-5

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

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

This sworn statement is submitted to the City of Neptune Beach

by: Timothy Kaltenbach CEO

(Print Name and Title)

for: TC Metal Roofing LLC

(Print Name of Entity Submitting Sworn Statement)

whose business address is:

1000 Charles St
Longwood FL 32750

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-5049701

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

I, the undersigned, understand that a, "public entity crime" as defined in Paragraph 287.133(1)(9)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

00420-4

3. Anti-Kickback Affidavit
State of Florida
County of Duval

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

By: T. Kautenbach

Title: CEO

Subscribed and sworn before me this 10 day of March, 2025, by

Timothy Kautenbach, who is personally known to me or has produced
as identification [Signature]

My Commission expires: 9/4/27

(Affix Seal)

[Signature]
Notary Public

Heather Hosack
Print Name



SPACE INTENTIONALLY LET BLANK

2. Certification Regarding Lobbying

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

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

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Timothy Kaltenbach CEO

Date: 3-10-25

00420-2

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

Timothy Kallenbach ("Affiant"), being first duly sworn, deposes and says that:

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

By: [Signature]

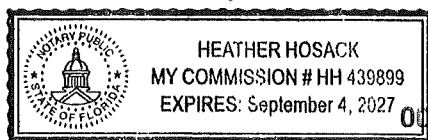
Title: CEO

Subscribed and sworn before me this 10 day of March, 2025, by

Timothy Kallenbach, who is personally known to me or has produced
_____ as identification. [Signature]

My Commission expires: 9/4/27

(Affix Seal)



Notary Public

Heather Hosack
Print Name

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that TC Metal Roofing LLC

-----as Principal, and

The Ohio Casualty Insurance Company, as Surety,

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated March 12th, 2025, for:

**PUBLIC WORKS ROOF REPAIR
CONB BID NO. 2025-02
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 12th day of March, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

00400-1

WITNESSES:

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

WITNESSES:

Skattenbach
Tiffany Kattenbach,
Secretary

PRINCIPAL:

TC Metal Roofing LLC

Name of Firm

T. Kattenbach
Signature of Authorized (Affix Seal)

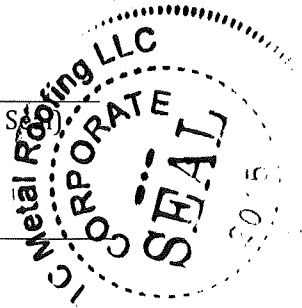
CEO
Title

1000 Charles Street

Business Address

Longwood, FL 32750

City, State & Zip Code



WITNESSES:

Susan L. Reich
Susan L. Reich, Secretary

SURETY:

The Ohio Casualty Insurance Company

Corporate Surety

Jeffrey W. Reich
Attorney-in-Fact

(Affix Seal) Jeffrey W. Reich*, Attorney-in-Fact
& FL Lic. Resident Agent

175 Berkeley Street

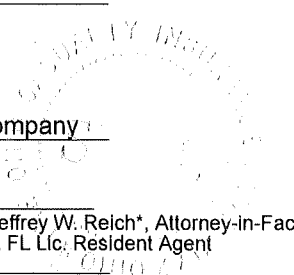
Seal) Business Address

Boston, MA 02116

City, State & Zip Code

*Florida Surety Bonds, Inc., Inquiries: (407) 786-7770

Name of Local Insurance Agency

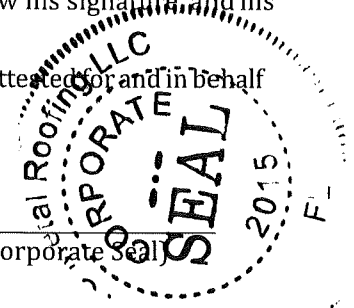


CERTIFICATES AS TO CORPORATE PRINCIPAL

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

T Kattenbach
Secretary

(Corporate Seal)



STATE OF FLORIDA)
)
SS: COUNTY OF ORANGE)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Jeffrey W. Reich, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the The Ohio Casualty Insurance Company and that he has been authorized by The Ohio Casualty Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the City of Neptune Beach

Sworn and Subscribed to before me this 12th day of March, 2025.

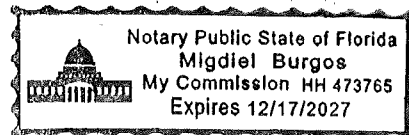
Migdiel Burgos

Notary Public

(Attach Power of Attorney
to original Bid Bond)

Migdiel Burgos
(Printed Name)

State of Florida at Large (Seal)



My commission expires: 12/17/2027

END OF SECTION

00400-3



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211020 - 979598**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl A. Foley, Emily J. Golecki, Jeffrey W. Reich, Kim E. Niv, Lisa A. Roseland, Nathan K. Reich, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich, Teresa L. Durham

all of the city of Maitland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2025.



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

Executed in 3 Counterparts

SECTION 00440
BONDING CAPACITY CERTIFICATION LETTER

OWNER:

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

BIDDER:

Firm Name: TC Metal Roofing LLC
Address: 1000 Charles Street
City, State, Zip: Longwood, FL 32750
Phone: 321-377-0077

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Public Works Roof Repair.

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

\$ 1,000,000.00 each occurrence

\$ 1,000,000.00 aggregate

Percentage of bonding capacity expended with inclusion of this Bid 46 %

Bidder's Bonding Rate 3 %

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

\$Zero

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

A.M. Best Rating: A

Financial Size Category: XV

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

SURETY COMPANY

Surety Company Name: The Ohio Casualty Insurance Company

Address: 175 Berkeley Street

City, State, Zip Code: Boston, MA 02116

Authorized Signature: Jeffrey W. Reich

Date: March 12th, 2025

Jeffrey W. Reich, Attorney-in-Fact & FL Lic. Resident Agent
Inquiries: 407-786-7770

STATE OF Florida

COUNTY OF Orange

00440-1

CONB Bid No. 2025-02
Public Works Roof Repair

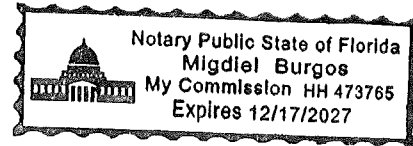
BONDING CAPACITY CERTIFICATION LETTER
January 2025

PERSONALLY APPEARED BEFORE ME, the undersigned authority Jeffrey W. Reich who after first being sworn by me, affixed
his/her (name of individual signing)
signature in the space provided above on this 12th day of March, 2025.

My commission expires: 12/17/2027


Migdiel Burgos NOTARY PUBLIC

END OF SECTION





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211020 - 979598**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl A. Foley, Emily J. Golecki, Jeffrey W. Reich, Kim E. Niv, Lisa A. Roseland, Nathan K. Reich, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich, Teresa L. Durham

all of the city of Maitland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2025.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bid Conformance Evaluation Form

Bid No: 2

Project: CITY OF NEPTUNE BEACH - PUBLIC WORKS ROOF

Bidder: TC METAL ROOFING, LLC

Bid Amount: \$439,000.00

Bid conformance with the solicitation requirements checklist (responsiveness):

Solicitation Required Item	Documents Submitted	Appears to comply with requirements	Notes
Bid Form	☒ Yes ☐ No	☒ Yes ☐ No	
Acknowledged addenda	☒ Yes ☐ No	☒ Yes ☐ No	
Bid Security	☒ Yes ☐ No	☒ Yes ☐ No	
Non-Collusion Affidavit	☒ Yes ☐ No	☒ Yes ☐ No	
Certificate Regarding Lobbying	☒ Yes ☐ No	☒ Yes ☐ No	
Anti-Kickback Affidavit	☒ Yes ☐ No	☒ Yes ☐ No	
Sworn Statement/Public Entities Crime Form	☒ Yes ☐ No	☒ Yes ☐ No	
Drug Free Workplace Form	☒ Yes ☐ No	☒ Yes ☐ No	
Bonding Capacity Form	☒ Yes ☐ No	☒ Yes ☐ No	
Trench Safety Affidavit	☐ Yes ☒ No	☒ Yes ☐ No	N/A
Bidder's License Information	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's FEIN	☒ Yes ☐ No	☒ Yes ☐ No	
Bidder's SunBiz Document Number	☐ Yes ☒ No	☐ Yes ☒ No	
Proof of minimum of five (5) years in business	☒ Yes ☐ No	☒ Yes ☐ No	
Proof that the Bidder is a licensed Florida General Contractor or Florida Underground Utility Contractor	☐ Yes ☒ No	☐ Yes ☒ No	
work for a government entity in Florida within the last three (3) years	☒ Yes ☐ No	☒ Yes ☐ No	
Minimum of three (3) reference projects of similar scope, size, and cost to this project	☒ Yes ☐ No	☒ Yes ☐ No	
Resumes of the Bidder's proposed project manager and project superintendent	☒ Yes ☐ No	☒ Yes ☐ No	
list of all subcontractors performing greater than, \$10,000	☐ Yes ☒ No	☒ Yes ☐ No	N/A
MBE/WBEs and local preference utilization or good faith efforts	☐ Yes ☒ No	☐ Yes ☒ No	N/A
Current workload (project) commitments	☐ Yes ☒ No	☐ Yes ☒ No	
Reference project's	☒ Yes ☐ No	☒ Yes ☐ No	
Current workload (project) commitments	☐ Yes ☒ No	☐ Yes ☒ No	MAY
Bidder's DUNS number	☒ Yes ☐ No	☒ Yes ☐ No	
W-9	☐ Yes ☒ No	☐ Yes ☒ No	
Bidder's proposed schedule	☐ Yes ☒ No	☐ Yes ☒ No	May 12 th start date

COI REQUIRED UNDER ARTICLE 3 OF THE INSTRUCTIONS TO BIDDERS

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.

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

TC METAL ROOFING LLC

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.

1000 Charles ST

6 City, state, and ZIP code

Longwood FL 32750

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 5 0 4 9 7 0 1

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 ►

Timothy Kaltenbach

Date ►

TJK 3/24/2025

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TIEN, CHIUNG C

TC METAL ROOFING LLC
830 S PENINSULA DR
DAYTONA BEACH FL 32118

LICENSE NUMBER: CGC1524548

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TC METAL ROOFING LLC

Filing Information

Document Number	L15000143604
FEI/EIN Number	47-5049701
Date Filed	08/21/2015
Effective Date	08/17/2015
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/21/2016
Event Effective Date	NONE

Principal Address

1000 Charles St
Longwood, FL 32750

Changed: 10/04/2021

Mailing Address

1000 Charles St
Longwood, FL 32750

Changed: 10/04/2021

Registered Agent Name & Address

KALTENBACH, TIMOTHY J
1000 Charles St
Longwood, FL 32750

Address Changed: 10/04/2021

Authorized Person(s) Detail

Name & Address

Title MGR

TIEN, CHIUNG C
PO BOX 265066
DAYTONA BEACH, FL 32126

Title MGR

Kaltenbach, TIMOTHY
1000 Charles St
Longwood, FL 32750

Title Manager

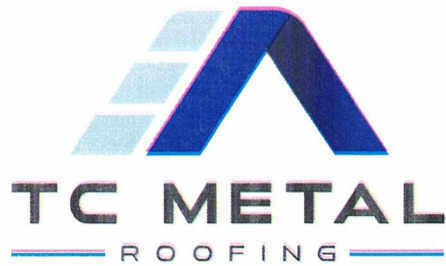
Kaltenbach, Tiffany
1000 Charles St
Longwood, FL 32750

Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	01/26/2024
2025	01/29/2025

Document Images

01/29/2025 -- ANNUAL REPORT	View image in PDF format
01/26/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
10/04/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
10/21/2016 -- LC Amendment	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
08/21/2015 -- Florida Limited Liability	View image in PDF format



Current Backlog schedule:

As of now we are anticipating being wrapped up with all government projects to include:

Orange County Utilities (639K Value) at the end of April 2025.

City of St Cloud (180K Value) end of April 2025

Current Potential Low Bidder:

City of Holly Hill Water treatment (Not awarded yet low bidder under evaluation)
Seabreeze High school.

All other projects are private and can be worked around for the City of Neptune Beach. We are looking for a May 12, 2025 start date or around if awarded the project. We anticipate a 10-12 week timeline depending on weather conditions.

Tim Kaltenbach President

03/24/2025

DOCUMENT 004321

ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: TC Metal Roofing LLC.
- B. Project Name: CITY OF NEPTUNE BEACH – PUBLIC WORKS ROOF REPAIRS
- C. Project Location: 2010 Forest Avenue, Neptune Beach, FL 32266.
- D. Owner: City Of Neptune Beach
- E. Owner Project Number: **2025-02**.
- F. Architect: EDT-THA Architecture.
- G. Architect Project Number: 24T-16-01100.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 11th day of March, 2025.
- B. Submitted By: TC Metal Roofing LLC
(Insert name of bidding firm or corporation).
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Timothy Kattenbach
(Type or print name).
- E. Title: President
(Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

004321-2

DOCUMENT 004322

UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: TC Metal Roofing LLC.
- B. CITY OF NEPTUNE BEACH – PUBLIC WORKS ROOF REPAIRS
- C. Project Location: 2010 Forest Avenue, Neptune Beach, FL 32266.
- D. Owner: City Of Neptune
- E. Owner Project Number: **2025-02**
- F. Architect: EDT-THA Architecture
- G. Architect Project Number: 24T-16-01100

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Plywood Roof Sheathing.
1. Three dollars 50/100 Dollars (\$ 3.50) per square ft.
- B. Unit-Price No. 2: 1x6 pressure treated Fascia Board.
1. Eight Dollars (\$ 8.00) per linear ft.
- C. Unit-Price No. 3: 1x8 pressure treated Fascia Board.
1. Nine Dollars (\$ 9.00) per linear ft.

004322-1

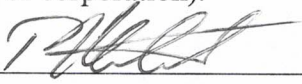
D. Unit-Price No. 4: Aluminum Fascia.

1. Twelve Dollars (\$ 12.00) per ^{LF} ~~square~~ ft.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 11th day of March, 2025.

B. Submitted By: TC Metal Roofing LLC
(Insert name of bidding firm or corporation).

C. Authorized Signature: 
(Handwritten signature).

D. Signed By: Timothy Kaltenbach
(Type or print name).

E. Title: President
(Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

004322-2

DOCUMENT 004323

ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: TC Metal Roofing LLC.
- B. Project Name: CITY OF NEPTUNE BEACH – PUBLIC WORKS ROOF REPAIRS.
- C. Project Location: 2010 Forest Avenue, Neptune Beach, FL 32266.
- D. Owner: City Of Neptune.
- E. Owner Project Number: 2025-02.
- F. Architect: EDT-THA Architecture.
- G. Architect Project Number: 24T-16-01100.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: 22ga Standing Seam Metal Roofing at Buildings 1 & 2 (Admin Building & Water/Stormwater Building):
1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐.
 2. Thirty three thousand one hundred ^{thirty eight} Dollars (\$ 33,128.⁰⁰).
 3. ADD 10 DEDUCT ☐ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: 22ga Standing Seam Metal Roofing at Buildings 4, 5, 7 and 8 (Animal Shelter, Plant PLC Building, Pole Barn and Pump Building):
1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐.
 2. Thirty one thousand eight hundred ^{thirty six} Dollars (\$ 31,836.⁰⁰).
 3. ADD ☐ DEDUCT ☐ calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 11th day of March, 2025.
- B. Submitted By: TC Metal Roofing LLC
(Name of bidding firm or corporation).
- C. Authorized Signature: [Signature]
(Handwritten signature).
- D. Signed By: Timothy Kalkembeck
(Type or print name).
- E. Title: President
(Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

004323-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2025

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 George A Zellner Co PO Box 551475 Jacksonville FL 32255-	CONTACT NAME: Chuck Hardison PHONE (A/C, No, Ext): (904)356-1492 E-MAIL ADDRESS: chuck@zellnerinsurance.com FAX (A/C, No): (904)354-4328
	INSURER(S) AFFORDING COVERAGE INSURER A: Amherst Specialty Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED TC Metal Roofing, LLC. TC Metal Roofing & Construction, TC Homes 1000 Charles Street Longwood FL 32750-	NAIC # 17565 12203

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 ☒ PROJECT ☐ LOC OTHER:	X	X	AH02-REX-250000017-0	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 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	X	X	5149589800	11/09/2024	11/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AH04-REX-250000005-0	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

AI 002760

City of Neptune Beach Building and Zoning Dept. 116 First Street Neptune Beach FL 32266-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

SECTION 00300

BID FORM

CONB BID NO. 2025-02

Public Works Roof Repair

This Bid is submitted to The City of Neptune Beach.

In submitting this Bid, the Bidder represents that:

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

00300-1

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

Bid Schedule:

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$ 15,000.00	\$ 15,000.00
2	Bonds and Insurance	LSum.	1	\$ \$12,540.00	\$ \$12,540.00
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$ \$150,000.00	\$ \$150,000.00
4	Construction Engineering	LSum.	1	\$ \$3,500.00	\$ \$3,500.00
5	Construction Testing including QA/QC	LSum.	1	\$ \$0.00	\$ \$0.00
6	Photography and Video	LSum.	1	\$ \$2,500.00	\$ \$2,500.00
9	As-built Survey	LSum.	1	\$ \$0.00	\$ \$0.00
10	Site Restoration and clean-up	LSum.	1	\$ \$3,500.00	\$ \$3,500.00
11	Disposal and Disposal Fees	LSum.	1	\$ \$5,000.00	\$ \$5,000.00
12	Notices of Commencement and Termination	LSum.	1	\$ \$500.00	\$ \$500.00
13	Public Works Roof Repair	LSum.	1	\$ \$591,460.00	\$ \$591,460.00
Total of All Unit Price Bid Items					\$ \$784,000.00

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

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

Procurement Documents.

Buyer's Contingency Allowance: \$50,000.00
(Numerals)

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

Total Bid Price: \$ 784,000.00
(Numerals)

Addendum Receipt:

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

ADDENDUM NO. 1 DATED 02/05/2025

ADDENDUM NO. 2 DATED 02/07/2025

ADDENDUM NO. 3 DATED 02/07/2025

Bidder's DUNS Number: 01-382-3054

Bidder's FEIN Number: 59-3273147

Bidder's License Information:

Bidder's License Type: General Contractor | Roofing Contractor

Bidder's License Category (if any): _____

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

Bidder's License No: CGC062855 | CCC1335442

Bidder's License State: FLORIDA

License Name/Organization: Inland Construction & Engineering, Inc.

Bidder's Sub-Contractor License Information:

Sub-Contractor's License Type: Roofing

Sub-Contractor's License Category (if any): Registered Roofer

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

00300-3

Sub-Contractor's License No: CCC1335442

Sub-Contractor's License State: Florida

License Name/Organization: Inland Construction & Engineering

Unauthorized Alien Statement:

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

List of Major Sub Contractors:

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

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

The Bidder expressly agrees that:

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

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor
Roofing	Childers Roofing & Sheet Metal Roofing CCC044923	1645 Jessie Street, Jacksonville FL 32206
Roofing	Pit Crew Roofing Roofing CCC1326980	2774 N Harbor City Blvd. Suite 101 Melbourne FL 32935

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

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

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

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

The Bidder has fully reviewed and informed themselves regarding the Bidding Documents. The Bidder, by submitting a Bid to the Buyer, warrants that the Bidder conforms with all specified requirements including

experience, present commitments, schedule, necessary facilities, local preference, insurance verification, bonding capacity, local license(s), required Form(s), ability, and financial resources contained in the Bidding Documents. The Bidder shall provide any required proof of experience, license(s), form(s), coverages, requirements, and limits specified in the Bidding Documents within 10 days of the Bid Opening or the Owner may consider Bidder to be in default or non-responsive and reject the Bid and the Owner may then award the Bid to the next lowest conforming, responsive Bidder.

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

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

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

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder:

Inland Construction & Engineering, Inc.

By: Brad Harbeson (typed or printed name of organization)
(individual's signature)

Date: March 10, 2025
(date signed)

Name: Brad Harbeson
(typed or printed)

Title: Operations Manager
(typed or printed)

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

Attest: Andy Preston
(individual's signature)

Title: Office Administrator
(typed or printed)

Address for giving notices:

1243 Jenks Avenue

Panama City FL 32401-2440

Designated Representative:

Name: Brad Harbeson
(typed or printed)

Title: Operations Manager
(typed or printed)

Address:

1243 Jenks Avenue, Panama City FL 32401-2440

Phone: 850-252-6225 (Roofing) | 850-872-2129 (Main) | 850-771-6491 (Cell)

Email: brad@icecontractor.com

License No.: CGC062855 | CCC1335442

Classification: General Contractor | Roofing Contractor

Limitation: _____

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that Inland Construction & Engineering, Inc.

_____ as Principal, and
Great American Insurance Company, as Surety,

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated March 10, 2025, 2025, for:

**PUBLIC WORKS ROOF REPAIR
CONB BID NO. 2025-02
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 10th day of March, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

PRINCIPAL:

Inland Construction & Engineering, Inc.

Name of Firm

Signature of Authorized (Affix Seal)

President

Title

1243 Jenks Avenue

Business Address

Panama City FL 32401-2440

City, State & Zip Code

WITNESSES:

AMACHASE
Anna Chase
Kristie Shaw
Kristie Shaw

SURETY:

Great American Insurance Company

Corporate Surety

Benjamin Richmond
Attorney-in-Fact

3522 Thomasville Road, Suite 300
Seal) Business Address

Tallahassee, FL 32309

City, State & Zip Code

McGriff Insurance Services

Name of Local Insurance Agency



00400-2

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21691

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BENJAMIN RICHMOND CAMPBELL, JR	ALL OF	ALL
KRISTIE E. SHAW	TALLAHASSEE,	\$100,000,000
CHARLES ROSS HODGES	FLORIDA	
DANIEL LAURIE SHERRADEN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **15TH** day of **SEPTEMBER**, **2021**
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

Mark V Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **15TH** day of **SEPTEMBER**, **2021**, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

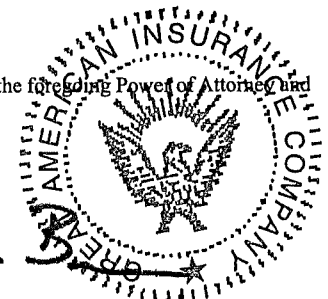
CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **10th** day of **March**, **2025**



Atty L C. B.
Assistant Secretary



CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Crystal Ford

Secretary

(Corporate Seal)

STATE OF FLORIDA)

SS: COUNTY OF Bay)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Victoria Ford, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Inland Construction & Engineering, Inc. and that he has been authorized by George M. Hobbs, Jr. to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the City of Neptune Beach Florida.
Sworn and Subscribed to before me this 6th day of March, 2025.

Victoria Ford

Notary Public

Victoria Ford

(Printed Name)

State of Florida at Large (Seal)

My commission expires: 2/2/28

(Attach Power of Attorney
to original Bid Bond)



END OF SECTION

00400-3

SECTION 00420

SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. **NON-COLLUSION AFFIDAVIT**

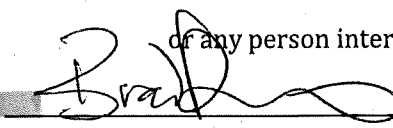
State of Florida

County of Bay

Brad Harbeson

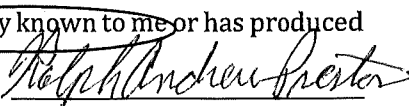
("Affiant"), being first duly sworn, deposes and says that:

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

By: 

Title: Operations Manager

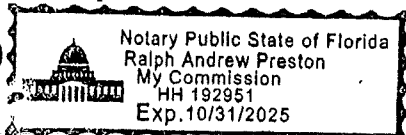
Subscribed and sworn before me this 10th day of March, 2025, by

Brad Harbeson, who is personally known to me or has produced
as identification. 

Notary Public

My Commission expires: October 31, 2025

(Affix Seal)



Ralph Andrew Preston

Print Name

00420-1

2. Certification Regarding Lobbying

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

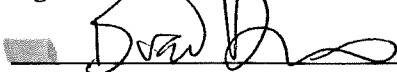
The undersigned (Contractor) certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

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

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Brad Harbeson, Operations Manager

Date: March 10, 2025

00420-2

3. Anti-Kickback Affidavit

State of Florida

County of Bay

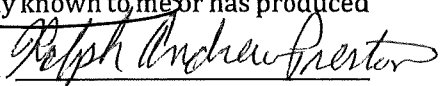
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Neptune Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer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

By: 

Title: Operations Manager

Subscribed and sworn before me this 10th day of March, 2025, by

Brad Harbeson, who is personally known to me or has produced

as identification. 

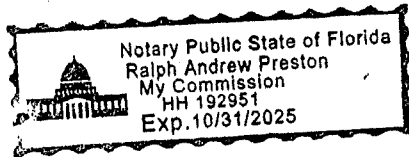
Notary Public

My Commission expires: October 31, 2025

Ralph Andrew Preston

Print Name

(Affix Seal)



SPACE INTENTIONALLY LET BLANK

00420-3

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

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

This sworn statement is submitted to the City of Neptune Beach

by: Brad Harbeson Operations Manager
(Print Name and Title)

for: Inland Construction & Engineering, Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

1243 Jenks Avenue, Panama City FL 32401-2440

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3273147

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

I, the undersigned, understand that a, "public entity crime" as defined in Paragraph 287.133(1)(9)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Further, I, the undersigned, understand that, "convicted," or, "conviction," as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any Federal or State Trial Court of record relating to charges brought by indictment or information after July 1, 1918, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

00420-4

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

I, the undersigned, understand that a, "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term, "person," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

00420-5

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

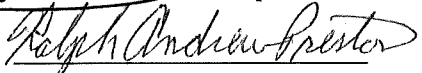
By: 

Title: Operations Manager

Subscribed and sworn before me this 10th day of March, 2025, by

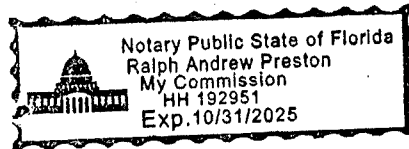
Brad Harbeson, who is personally known to me or has produced

as identification.


Notary Public

My Commission expires: October 31, 2025

(Affix Seal)



Ralph Andrew Preston

Print Name

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00420-6

5. Drug-Free Workplace Form

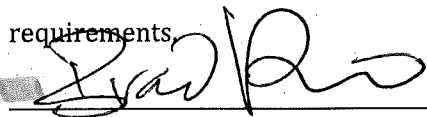
The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

Inland Construction & Engineering, Inc. does:

(Name of Business)

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

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



Proposer's Signature

March 10, 2025

Date

END OF SECTION

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Inland Construction & Engineering, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1243 Jenks Avenue 6 City, state, and ZIP code Panama City FL 32401-2440 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	3	2	7	3	1	4 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

2-18-25

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HOBBS, GEORGE MICHEAL JR

INLAND CONSTRUCTION AND ENGINEERING, INC.

1243 JENKS AVENUE

PANAMA CITY FL 32401

LICENSE NUMBER: CGC062855

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HARBESON, BRADLEY LYNN

INLAND CONSTRUCTION AND ENGINEERING, INC.
309 EAST 11TH STREET
PANAMA CITY FL 32401

LICENSE NUMBER: CCC1335442

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 09/04/2024

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DOCUMENT 004321

ALLOWANCE FORM

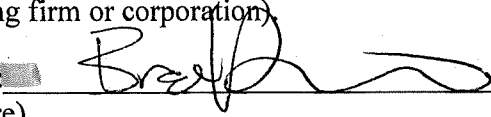
1.1 BID INFORMATION

- A. Bidder: Inland Construction & Engineering, Inc.
- B. Project Name: **CITY OF NEPTUNE BEACH – PUBLIC WORKS ROOF REPAIRS**
- C. Project Location: **2010 Forest Avenue, Neptune Beach, FL 32266.**
- D. Owner: **City Of Neptune Beach**
- E. Owner Project Number: **2025-02.**
- F. Architect: **EDT-THA Architecture.**
- G. Architect Project Number: **24T-16-01100.**

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10th day of March, 2025.
- B. Submitted By: Inland Construction & Engineering, Inc.
(Insert name of bidding firm or corporation)
- C. Authorized Signature: 
(Handwritten signature).
- D. Signed By: Brad Harbeson
(Type or print name).
- E. Title: Operations Manager
(Owner/Partner/President/Vice President).

004321-1

END OF DOCUMENT 004321

004321-2

DOCUMENT 004322

UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Inland Construction & Engineering, Inc.
- B. CITY OF NEPTUNE BEACH – PUBLIC WORKS ROOF REPAIRS
- C. Project Location: 2010 Forest Avenue, Neptune Beach, FL 32266.
- D. Owner: City Of Neptune
- E. Owner Project Number: **2025-02**
- F. Architect: EDT-THA Architecture
- G. Architect Project Number: 24T-16-01100

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Plywood Roof Sheathing.
 - 1. Seven & 85/100 Dollars (\$ 7.85) per square ft.
- B. Unit-Price No. 2: 1x6 pressure treated Fascia Board.
 - 1. Seven & 00/100 Dollars (\$ 7.00) per linear ft.
- C. Unit-Price No. 3: 1x8 pressure treated Fascia Board.
 - 1. Seven & 50/100 Dollars (\$ 7.50) per linear ft.

004322-1

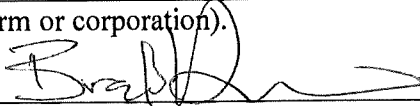
D. Unit-Price No. 4: Aluminum Fascia.

1. Five & 00/100 Dollars (\$ 5.00) per square ft.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 10th day of March, 2025.

B. Submitted By: Inland Construction & Engineering, Inc.
(Insert name of bidding firm or corporation).

C. Authorized Signature: 
(Handwritten signature).

D. Signed By: Brad Harbeson
(Type or print name).

E. Title: Operations Manager
(Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

004322-2

DOCUMENT 004323
ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Inland Construction & Engineering, Inc.
- B. Project Name: CITY OF NEPTUNE BEACH – PUBLIC WORKS ROOF REPAIRS.
- C. Project Location: 2010 Forest Avenue, Neptune Beach, FL 32266.
- D. Owner: City Of Neptune.
- E. Owner Project Number: **2025-02**.
- F. Architect: EDT-THA Architecture.
- G. Architect Project Number: 24T-16-01100.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

004323-1

- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: 22ga Standing Seam Metal Roofing at Buildings 1 & 2 (Admin Building & Water/Stormwater Building):

1. ADD X DEDUCT NO CHANGE NOT APPLICABLE .
2. Ten Thousand & 00/100 Dollars (\$ 10,000.00).
3. ADD 10 DEDUCT calendar days to adjust the Contract Time for this alternate.

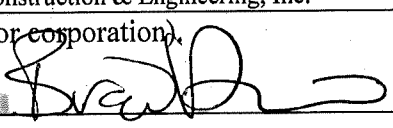
- B. Alternate No. 2: 22ga Standing Seam Metal Roofing at Buildings 4, 5, 7 and 8 (Animal Shelter, Plant PLC Building, Pole Barn and Pump Building):

1. ADD X DEDUCT NO CHANGE NOT APPLICABLE .
2. Five Thousand & 00/100 Dollars (\$ 5,000.00).
3. ADD 10 DEDUCT calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10th day of March, 2025.

- B. Submitted By: Inland Construction & Engineering, Inc.
(Name of bidding firm or corporation).

- C. Authorized Signature: 
(Handwritten signature).

- D. Signed By: Brad Harbeson
(Type or print name).

- E. Title: Operations Manager
(Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

004323-2



Inland Construction & Engineering, Inc.

The following are the government jobs which have been contracted and completed in Florida since January 1, 2022:

Job # & Name : 2206 Rickards High School

Project Location : Tallahassee, Florida

Description : Roof replacement of a building in an active high school

Owner : Leon County Schools

Contract with : Allstate Construction

Project Manager : Jerrod Thompson, 850-728-4114, jthompson@allstateconstruction.com

Amount : \$479,157.71

Completion date : 12/15/2022

Job # & Name : 2212 BDS Surfside

Project Location : Panama City Beach, Florida

Description : Roof replacement of all buildings in an active middle school

Owner : Bay County Schools

Contract with : Childers Construction

Project Manager : John Duam, 850-519-2998, jdaum@childers-construction.com

Amount : \$779,187.90

Completion date : 09/22/2022

Job # & Name : 2218 MacDill AFB

Project Location : Tampa, Florida

Description : Roof replacement of a high security building on a military base

Owner : USAF

Contract with : USAF

Owner's Contact : SrA Christopher Christie, USAF, 813-828-5478,
christopher.christie.1@us.af.mil

Amount : \$760,829.99

Completion date : 05/17/2024

1243 Jenks Avenue, Panama City FL 32401-2440

850-872-2129 Main | 850-252-6225 Roofing & Sheet Metal | 850-872-0532 Fax

<http://www.icecontractor.com>

GC License # CGC062855 | Roofing License # CCC 1335442 | Duns # 01-382-3054



Inland Construction & Engineering, Inc.

Job # & Name : 2220 FDLE HQ
Project Location : Tallahassee, Florida
Description : Roof replacement of three high security office buildings
Owner : Florida Dept of Management Services
Contract with : Mad Dog Construction
Project Manager : Scott Rowse, 850-694-2496, scott@morethanbuildings.com
Amount : \$2,391,173.79
Completion date : 12/28/2023

Job # & Name : 2223 Daytona Beach WRF
Project Location : Daytona Beach, Florida
Description : Roof replacement of a building in the City's water reclamation facility
Owner : City of Daytona Beach
Contract with : City of Daytona Beach
Owner's Contact : Glen Carpenter, 386-671-8627, carpenterglen@codb.us
Amount : \$306,795.69
Completion date : 08/17/2023

Job # & Name : 2411 Patrick SFB Building 1000
Project Location : Patrick Space Force Base, Florida
Description : Roof replacement of the Child Development Center on a military base
Owner : US Space Force
Contract with : US Space Force
Owner's Contact : SSgt Cassidy Richburg, 321-494-5226, cassidy.richburg@spaceforce.mil
Amount : \$584,772.00
Completion date : 03/10/2025

Job # & Name : 2412 Patrick SFB Building 1353
Project Location : Patrick Space Force Base, Florida
Description : Roof replacement of a building on a military base
Owner : US Space Force
Contract with : US Space Force
Owner's Contact : SSgt Cassidy Richburg, 321-494-5226, cassidy.richburg@spaceforce.mil
Amount : \$343,251.00
Completion date : 03/10/2025

1243 Jenks Avenue, Panama City FL 32401-2440
850-872-2129 Main | 850-252-6225 Roofing & Sheet Metal | 850-872-0532 Fax
<http://www.icecontractor.com>

GC License # CGC062855 | Roofing License # CCC 1335442 | Duns # 01-382-3054



Inland Construction & Engineering, Inc.

The following are the current jobs which we are engaged in:

Job # & Name : 2225 USCG Panama City

Project Location : Panama City, Florida

Description : New construction roof, to be followed by re-roof of an existing office building

Owner : US Army Corps of Engineers

Contract with : Gilbane Federal

Owner's Contact : Ken McGuire, 904-228-1528, kmcguire1@gilbaneco.com

Amount : \$890,187.25

Estimated Completion date : 3rd Quarter, 2026 (very rough estimate)

Project Manager : Brad Harbeson

Project Superintendent : Rob Smith

Job # & Name : 2314 Federal BoP Estill

Project Location : Estill, South Carolina

Description : Roof replacement of every building in a tornado damaged Federal prison

Owner : US Department of Justice, Federal Bureau of Prisons

Contract with : Federal Bureau of Prisons

Owner's Contact : Tyler McGhie, 803-625-4607 x 4437, tmcghie@bop.gov

Amount : \$17,020,807.53

Estimated Completion date : 4th Quarter, 2025

Project Manager : Brad Harbeson

Project Superintendent : Randall Rewerts

Project Manager - Brad Harbeson

- 30 years of experience in government, commercial, residential, and heavy industrial construction
- Licensed roofer for the State of Florida

Superintendent - Rob Smith

- 12.5 years of experience in government, commercial and residential construction, and in commercial manufacturing

1243 Jenks Avenue, Panama City FL 32401-2440

850-872-2129 Main | 850-252-6225 Roofing & Sheet Metal | 850-872-0532 Fax

<http://www.icecontractor.com>

GC License # CGC062855 | Roofing License # CCC 1335442 | Duns # 01-382-3054



Inland Construction & Engineering, Inc.

At this point in time, we have not made a firm commitment to any particular subcontractor. We typically subcontract to other licensed trades, such as electrical, plumbing, and HVAC; we often subcontract to roofing labor providers.

We fully intend to complete the project with the allotted time of 210 days from the day the Notice To Proceed is issued.

SECTION 00440

BONDING CAPACITY CERTIFICATION LETTER

OWNER:

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

BIDDER:

Firm Name: Inland Construction & Engineering, Inc.
Address: 1243 Jenks Avenue
City, State, Zip: Panama City FL 32401-2440
Phone: 850-252-6225 (Roofing) | 850-872-2129 (Main)

This letter serves as a certified statement that the Surety Company's authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder's Submitted Bid for Public Works Roof Repair.

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

\$ 30,000,000.00 each occurrence

\$ 50,000,000.00 aggregate

Percentage of bonding capacity expended with inclusion of this Bid 2 %

Bidder's Bonding Rate 1.5 %

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

\$ 12,000,000.00

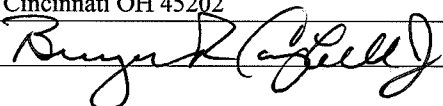
(Amount indicated above must be representative of all projects inclusive of delivery methods such as the following but not limited to: Competitive Bids, Competitive Sealed Proposals, Design-Build, Construction Manager at Risk, Job Order Contracting etc.,) Issuance and approval of any bond shall be predicated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

A.M. Best Rating: A+ XV

Financial Size Category: 313,983,000

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

SURETY COMPANY

Surety Company Name: Great American Insurance Company
Address: 301 East Fourth Street
City, State, Zip Code: Cincinnati OH 45202
Authorized Signature: 
Date: 3-24-25

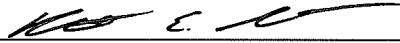
STATE OF Florida

COUNTY OF Leon

00440-1

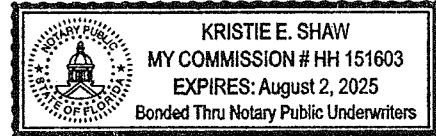
PERSONALLY APPEARED BEFORE ME, the undersigned authority Attorney-In-Fact who after first being sworn by me, affixed
his/her (name of individual signing)
signature in the space provided above on this 24th day of March, 2025

My commission expires:



NOTARY PUBLIC

END OF SECTION



State of Florida

Department of State

I certify from the records of this office that INLAND CONSTRUCTION AND ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on October 7, 1994.

The document number of this corporation is P94000077770.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 9, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of November,
2024*




Secretary of State

Tracking Number: 4415805020CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000077770

Entity Name: INLAND CONSTRUCTION AND ENGINEERING, INC.

Current Principal Place of Business:

309 EAST 11TH STREET
PANAMA CITY, FL 32401

Current Mailing Address:

309 EAST 11TH STREET
PANAMA CITY, FL 32401 US

FEI Number: 59-3273147

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FORD, VICTORIA
309 EAST 11TH STREET
PANAMA CITY, FL 32401 US

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

SIGNATURE: VICTORIA FORD

02/03/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name HOBBS, GEORGE M.
Address 309 EAST 11TH STREET
City-State-Zip: PANAMA CITY FL 32401

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GEORGE HOBBS JR

PRESIDENT

02/03/2025

Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HOBBS, GEORGE MICHEAL JR

INLAND CONSTRUCTION AND ENGINEERING, INC.
1243 JENKS AVENUE
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ISSUED: 11/19/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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HARBESON, BRADLEY LYNN

INLAND CONSTRUCTION AND ENGINEERING, INC.
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ISSUED: 09/04/2024

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ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/15/2024

PRODUCER McGriff Insurance Services LLC 333 S. Garland Ave Orlando, FL 32801-4927 407 691-9600	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Inland Construction & Engineering Inc. 1243 Jenks Avenue Panama City, FL 32401-2440	INSURER A: New York Marine & General Insur	16608
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: Safe Harbor Insurance Company	12563
	INSURER D: American Longshore Mutual Assoc	WCSIF
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	ML202400002309	09/16/24	09/16/25	EACH OCCURRENCE	\$1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$5,000
		☒ BI/PD Ded:5,000				PERSONAL & ADV INJURY	\$1,000,000
		☒ XCU Included				GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
		☐ POLICY ☒ PRO-JECT ☐ LOC					
A	X	AUTOMOBILE LIABILITY	AU2024000180050	09/16/24	09/16/25	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		☒ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☒ HIRED AUTOS					
		☒ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY	ML202400002310	09/16/24	09/16/25	EACH OCCURRENCE	\$4,000,000
		☐ OCCUR ☒ CLAIMS MADE				AGGREGATE	\$4,000,000
		☐ DEDUCTIBLE					\$
		☒ RETENTION \$ 25000					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC740124715	09/16/24	09/16/25	☒ WC STATUTORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER OPAPollution	V1669824	09/16/24	09/16/25		\$5,000,000
A		P&I/MEL	ML202400002309	09/16/24	09/16/25		\$1,000,000
D		WC - USL&H	ALMA09152307	09/16/24	09/16/25		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional Insured including Completed Ops, Blanket Waiver of Subrogation, Primary and Non Contributory Wording and Per Project Aggregate applies to General Liability. Blanket Additional Insured, Primary and Non Contributory Wording and Blanket Waiver of Subrogation applies to Commercial Automobile. Additional Insured and Waiver of Subrogation apply when required by written contract. Excess Liability (See Attached Descriptions)

CERTIFICATE HOLDER

Inland Construction & Engineering Inc.
1243 Jenks Avenue
Panama City, FL 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

policies are follow form over underlying policies.

ROOFING OPERATIONS:

General Liability Coverage thru Continental Casualty Company, Policy #6081244447, policy term 09/16/24-09/16/25, \$1,000,000 Each Occurrence, \$1,000,000 Personal/Advertising Injury, \$2,000,000 General Aggregate,

\$2,000,000 Products/Completed Operations Aggregate, \$100,000 Damage to Rented Premises, \$15,000 Medical Payments, \$1,000 Property Damage Deductible.

Excess/Umbrella Liability (over Roofing Operations General Liability only) thru Continental Insurance Company, Policy #6081244433, policy term 09/16/24-09/16/25, \$4,000,000 Each Occurrence and \$4,000,000 Aggregate, \$10,000 Retention

Stored Materials thru New York Marine & General Insurance Co. Policy #PR2022000005, policy term 09/16/24-09/16/25, \$50,000 Limit

**Request for Taxpayer
Identification Number and Certification**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Inland Construction & Engineering, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 1243 Jenks Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Panama City FL 32401-2440	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	3	2	7	3	1	4

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

2-18-25

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF NEPTUNE BEACH
BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
PUBLIC WORKS ROOF PROJECT
CONB BID NO. 2025-02



**BID DUE: Wednesday, March 12, 2025 AT
2:00 PM (LOCAL TIME)**

**'PRE-BID' MEETING
Wednesday, February 05, 2025, 2025 AT
9:00 AM (LOCAL TIME)**

SECTION 074113.16
STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Standing-seam metal roof panels.
 - 2. Underlayment materials.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- C. Samples: For each type of metal panel indicated.
- D. State of Florida Product Approvals

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Warranties: Sample of special warranties.
- C. Florida Product Approval Installation Instructions.
- D. Florida Product Approval Evaluation Report.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

074113.16-1

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 20 years from date of Substantial Completion.
- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for low-slope roof products.
- B. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:
 - 1. Three-year, aged solar reflectance of not less than 0.55 and emissivity of not less than 0.75.
 - 2. Three-year, aged Solar Reflectance Index of not less than 64 when calculated according to ASTM E 1980.

- C. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
1. Wind Loads: As indicated on Drawings.
 2. Other Design Loads: As indicated on Drawings
 3. Deflection Limits: For wind loads, no greater than 1/240 of the span.
- D. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 1680 or ASTM E 283 at the following test-pressure difference:
1. Test-Pressure Difference: 1.57 lbf/sq. ft..
- E. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 or ASTM E 331 at the following test-pressure difference:
1. Test-Pressure Difference: 2.86 lbf/sq. ft.
- F. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
- G. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
1. Uplift Rating: UL 90
- H. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
1. Fire/Windstorm Classification: Class 1A-90.
 2. Hail Resistance: MH.
- I. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
- B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and a flat pan between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Drexel Metals.
 - b. Cornerstone Building Brands.
 - c. IMETCO
 - d. TAMKO
 - e. McEroly Metal, Inc.
 2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Nominal Thickness: 24 gauge (Base Bid), 22 gauge (Alt No.1)
 - b. Exterior Finish: Two-coat fluoropolymer
 - c. Color: As selected by Architect from manufacturer's full range.
 3. Clips: One-piece fixed or Two-piece floating to accommodate thermal movement.
 - a. Material: 0.028-inch- nominal thickness, zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet.
 4. Panel Coverage: 16 inches.
 5. Panel Height: 2 inches.

074113.16-4

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils (0.76 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D1970.
 2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D1970.
 3. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ATAS International, Inc.
 - b. Fabral
 - c. Owens Corning
 - d. GCP
 - e. The Garland Company
 - f. CertainTeed
 - g. Carlisle
- B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 coating designation or ASTM A 792/A 792M, Class AZ50 coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal panel profile.

074113.16-5

Provide closure strips where indicated or necessary to ensure weathertight construction.

- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Gutters and Downspouts: Formed from same material as roof panels according to SMACNA's "Architectural Sheet Metal Manual." Finish to match metal roof panels.
- E. Roof Curbs: Fabricated from same material as roof panels, 0.048-inch nominal thickness; with bottom of skirt profiled to match roof panel profiles and with welded top box and integral full-length cricket. Fabricate curb subframing of 0.060-inch- nominal thickness, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads of size and height indicated. Finish roof curbs to match metal roof panels.
- F. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- G. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
 - 2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

074113.16-6

- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

2.6 FINISHES

A. Panels and Accessories:

- 1. Two-Coat Fluoropolymer: AAMA 621 or AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.2 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days.
 - 1. Apply over the entire roof surface.
- B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.
- C. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

- A. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.
1. Install clips to supports with self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
 5. Watertight Installation:
 - a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
 - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 - c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074113.16

074113.16-8



Agenda Item #10E(1) Lifeguard Station Improvements Piggyback Agreement

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Piggyback Agreement (Master Agreement) between City of Neptune Beach and Earthwise Infrastructure Solutions, LLC
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 7, 2025
BACKGROUND:	Earthwise has executed a contract with the Department of Defense for renovations at Naval Station Mayport through the United States Government Services Administration's Procurement Process. The City of Neptune Beach may piggyback this contract for construction work throughout the City. Earthwise has additional contracts in progress for various other Federal sites in the Southeast region. Earthwise has previously completed work for the City through multiple procurement processes and consistently has been the lowest bidder and is currently performing renovations at City Hall. The experience and quality of work is excellent and a great working relationship has been established. Further, Earthwise is a local and disabled veteran-owned business. The piggyback agreement is a non-exclusive "Master Agreement" which allows the City to enter into Work Authorizations to perform separate scopes of work as needed. An example of a Work Authorization is a separate agenda item for certain scopes of work to be performed on the lifeguard station.
RECOMMENDATION:	Approval and execution of the Piggyback Agreement (Master Agreement) between City of Neptune Beach and Earthwise Infrastructure Solutions, LLC
ATTACHMENT(S):	Piggyback Agreement (Master Agreement) between City of Neptune Beach and Earthwise Infrastructure Solutions, LLC

CITY OF NEPTUNE BEACH
NON-EXCLUSIVE AGREEMENT TO PIGGYBACK SERVICES-
(MASTER AGREEMENT)

THIS NON-EXCLUSIVE AGREEMENT TO PIGGYBACK SERVICES (MASTER AGREEMENT) is made and entered into this 15th day of April, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the ("City"), and **EARTHWISE INFRASTRUCTURE SOLUTIONS, LLC** ("Contractor"), concerning that certain contract with **THE UNITED STATES GENERAL SERVICES ADMINISTRATION**, ("GSA").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern." Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, The GSA awarded a bid solicitation through Solicitation Number 47QSM20R0001 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida ("GSA Contract"), which is incorporated herein by reference thereto. A complete set of the GSA Bid and Procurement Documents are on file with the City and may be viewed online by visiting the GSA's Multiple Award Schedule Program procurement website. The Contractor has also been awarded other Federal construction projects, the procurement of said contracts may be substituted by incorporation herein; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach from time to time; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the GSA Contract except as amended herein; and

WHEREAS, the GSA Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the GSA Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the GSA Contract are incorporated by reference herein.

2. Work Authorizations. The City shall utilize the services of Contractor from time to time for various construction projects within the City. Each individual job shall be contracted for through separate Work Authorizations.

3. Amendments. The GSA Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the GSA Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the GSA Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the GSA Contract shall be incorporated herein unless otherwise enumerated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the GSA, or any Federal Government Entity contracted for by the GSA and its staff and addresses, as may be required in the awarded GSA Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

4. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

5. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

6. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

7. **Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

8. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

9. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

10. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or

political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

11. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

12. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

13. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

14. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification

to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

15. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- b. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- c. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work

contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

d. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its

choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

16. Non-Exclusive Agreement. This Agreement is non-exclusive. The City reserves the right to utilize the services of other contractors at any time, for any project.

17. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement

be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

18. Additional Terms. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 13 “No coercion for labor or services” and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By:

Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By:

City Clerk

EARTHWISE INFRASTRUCTURE SOLUTIONS, LLC:

Signature:

Print Name:

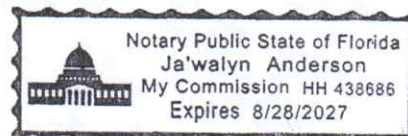
Print Title:

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of April, 2025, by James D Harrington of Earthwise, a Florida corporation, on behalf of the corporation, and he/she/it personally known to me or has produced FL DL as identification.

Signature of Notary Public - State of Florida

Ja'walyn Anderson
Printed/Typed/Stamped Name of Notary



Approved as to Legal Form and Content by:

A handwritten signature in blue ink, appearing to be "Paul H...".

Vose Law Firm, City Attorney

THE UPS STORE # 3547
12620-3 BEACH BLVD
JACKSONVILLE, FL 32246



Agenda Item #10E(2) Lifeguard Station Improvements Work Authorization

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Work Authorization - Earthwise Infrastructure Solutions, LLC for Lifeguard Station Refresh
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 31, 2025
BACKGROUND:	The City entered into a Non-Exclusive Piggyback Agreement (Master Agreement) with Earthwise Infrastructure Solutions, LLC on April 7, 2025. The Agreement allows the City to enter into Work Authorizations to perform individual / separate projects. This Work Authorization is to perform construction services at the City's Lifeguard Station to ensure the structure remains functional while staff investigates options for replacement. Earthwise has provided scopes of service for the following: • Prepare and paint the exterior – Existing paint on the wood exterior is in poor condition (\$12,748.00) • Roof leak mitigation – Apply Gayco Silicone coating to mitigate current leaks (\$12,471) • Replace 16 support column anchor plates – Columns that support the roof structure are anchored to the concrete slab and are in poor condition. This item also cover diagnosis and replacement of up to two failed electrical outlets (\$7,468.00) The total of the proposed work is \$32,687.00. The work shall be completed in a reasonable time.
BUDGET:	As of 3.31.25, FY25 Current Budget for Lifeguard budget (001-1775-575-30-46) Repair & Maintenance is \$2,500.00 with Budget Remaining of \$2,353.40. A budget transfer is proposed from Public Works Building Improvements (001-1441-541-60-62) and FY25 Current Budget is \$822,970.00 with Budget Remaining of \$746,660.00.
RECOMMENDATION:	Approve the Work Authorization in the amount of \$32,687.00.
ATTACHMENT:	Work Authorization and Exhibits "A", "B" and "C"

WORK AUTHORIZATION

Pursuant to that certain **NON-EXCLUSIVE AGREEMENT TO PIGGYBACK SERVICES (MASTER AGREEMENT)** dated the 7th day of April, 2025, (hereinafter the "Master Agreement") by and between **THE CITY OF NEPTUNE BEACH**, a Florida municipality (hereinafter the "CITY") and **EARTHWISE INFRASTRUCTURE SOLUTIONS, LLC** (hereinafter "CONTRACTOR"), the parties agree as follows:

1. **Scopes of Services:** CONTRACTOR shall be responsible for providing and shall provide the services described in the Scopes of Services, which is set forth in Exhibits "A", "B" and "C", which are attached hereto and incorporated herein (hereinafter the "Scopes of Service"). Any conflict between the terms and conditions set forth in the Scopes of Services to this WORK AUTHORIZATION shall be resolved in favor of the body of the Master Agreement.
2. **Payment:** In consideration of the performance of the Scopes of Services, the CITY agrees to pay CONTRACTOR for all work actually performed, at the rate or basis described in Scopes of Services, but in no event shall the Payment exceed the lump sum amounts for each task of the work, as set forth in this WORK AUTHORIZATION without a written change order or amendment executed by the Parties. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. The CONTRACTOR shall, without additional compensation, correct and revise any errors, omissions or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
3. **Time for Completion:** CONTRACTOR will supply and complete the Scope of Services within a reasonable time from complete execution of this WORK AUTHORIZATION.
4. **Master Agreement:** This WORK AUTHORIZATION shall be subject to the terms, conditions, and provisions of the Master Agreement.
5. **Other:** This Work Authorization may be executed in counterparts and electronic copies shall be deemed original.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF NEPTUNE BEACH:

By: _____

Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____

City Clerk

EARTHWISE INFRASTRUCTURE SOLUTIONS, LLC:

Signature: _____

Print Name: _____

Print Title: _____

Approved as to Legal Form and Content by:



Vose Law Firm, City Attorney



EXHIBIT "A"

March 13, 2025
Neptune Beach Lifeguard Station
1 First St
Neptune Beach FL 32266

Job description: Paint exterior of the Lifeguard Station

1. **Paint the exterior of the Lifeguard station This Does NOT include wood replacement.**

We have been requested to paint the exterior of the Lifeguard Station to improve the appearance.

- a. Pressure wash the exterior of the building.
- b. Use a Killz Primer to cover heavy rust staining.
- c. Paint the exterior of the building to improve appearance.
- d. Color must be selected by CONB prior to commencement.

- **Note: This Does NOT include any wood replacement.**

Price \$12,748.00

Cost

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

Payment

- Acceptable forms of payment are Check, ACH, or EFT.

Signature: _____
Earthwise, LLC

Date: _____

Acceptance of Proposal

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

Name: _____
Please print – Representative Name & Title

Date: _____

Signature: _____

Date: _____



EXHIBIT "B"

March 13, 2025
Neptune Beach Lifeguard Station
1 First St
Neptune Beach FL 32266

Job description: Pressure wash and Paint with GAKO silicone sealant to protect and seal the roof of the Lifeguard Station

1. **Clean roof of debris, pressure wash and Paint metal Upper and Lower roofs with silicone sealant.**

We have been requested to pressure wash and seal the roof of the Lifeguard Station.

- a. Remove debris from roofs.
- b. Pressure wash to remove salt and sand residue.
- c. Seal roofs with GAKO Silicone sealant this may take multiple coats of sealant.

Price \$12,471.00

Customer Responsibility - PLEASE take note of Job Description

- Colors **MUST** be chosen one (1) week prior to the start date

Cost

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

Payment

- Acceptable forms of payment are Check, ACH, or EFT.

Signature: _____
Earthwise, LLC

Date: _____

Acceptance of Proposal

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

Name: _____
Please print – Representative Name & Title

Date: _____

Signature: _____

Date: _____



EXHIBIT "C"

March 13, 2025
Neptune Beach Lifeguard Station
1 First St
Neptune Beach FL 32266

Job description: Replace Simpson Plates under the 6x6 post anchoring the roof of the Lifeguard Station

1. **Cut out old Simpson plates and install New ones to be bolted into the concrete.**

We have been requested to replace Simpson plates holding the 6x6 support structures for the Lifeguard Station Roof.

- a. Use a bottle jack to take the pressure and support off the 6x6 post one post at a time.
- b. Using a grinder cut out and remove old rusted and deteriorating Simpson Plates.
- c. Remove all debris from the area.
- d. Install New Coated Simpson plates.
- e. Secure the new Simpson plates with concrete anchor bolts.
- f. Build wooden support around the Simpson plate.
- g. Paint the post and new support structure over the Simpson plate.

Price \$7,468.00 **Price per Post \$466.75**

Cost

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

Payment

- Acceptable forms of payment are Check, ACH, or EFT.

Signature: _____
Earthwise, LLC

Date: _____

Acceptance of Proposal

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

Name: _____
Please print – Representative Name & Title

Date: _____

Signature: _____

Date: _____



Agenda Item #10F Penman Road

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Resolution No. 2025-07, Penman Road
SUBMITTED BY:	City Manager Richard Pike
DATE:	4/2/2025
BACKGROUND:	On February 18, 2025, the City of Jacksonville (COJ) and their design firm Peters and Yaffee presented updated concepts for Complete Streets improvements on Penman Road at a City Council Workshop. After the meeting, all the documents related to the project were posted on the official project website www.penmanroadproject.com. (with a "Project Update" link prominently featured on the CONB home page.) On March 12, 2025, staff received an email from COJ Project Manager Michael Derbaum inquiring about any additional comments concerning the proposed plans. Mr. Derbaum stated that COJ and the design team would proceed with plans as designed unless they received additional feedback. Having not received any additional comments at that point, staff drafted the attached resolution modelled on City of Jacksonville Beach Resolution No.2159-2023 approved on November 6, 2023. CONB Resolution No. 2025-07 supports the conceptual design presented at the February 18, 2025 Workshop and also supports continued public input through community workshops held at major milestones of project design, at 30%, 60%, and 90% of concept design completion.
RECOMMENDATION:	Approve Resolution No. 2025-07 (with any additional direction to the COJ design team as Council deems appropriate)
ATTACHMENTS:	Resolution No. 2025-07 City of Jacksonville Beach Resolution No.2159-2023 February 18, 2025 Penman Road City Council Workshop Presentation



RESOLUTION NO. 2025-07

A RESOLUTION BY THE CITY OF NEPTUNE BEACH, FLORIDA, SUPPORTING THE CITY OF JACKSONVILLE'S PROPOSED CONCEPTUAL DESIGN FOR IMPROVEMENTS TO THE PENMAN ROAD CORRIDOR; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Penman Road travels through the communities of the City of Jacksonville Beach and the City of Neptune Beach from Beach Boulevard to Atlantic Boulevard; and

WHEREAS, Penman Road is owned, maintained, and operated by the City of Jacksonville in accordance with an Interlocal Agreement executed in 1968; and

WHEREAS, as such, improvements to Penman Road are the responsibility of the City of Jacksonville; and

WHEREAS, the City of Neptune Beach requested improvements to the corridor through Resolution No. 2019-04 approved on April 1, 2019; and

WHEREAS, requested improvements included complete streets concepts and improvements for pedestrian safety both along the corridor and crossing it; and

WHEREAS, City of Jacksonville employed Peters and Yaffee to develop a conceptual design for the Penman Road corridor; and

WHEREAS, conceptual design focused on installation of medians in strategic locations for traffic calming and aesthetic purposes, roundabouts to improve traffic flow for vehicles on Penman Road, and pedestrian improvements both along the Penman Road corridor and crossing the corridor; and

WHEREAS, a Penman Road Study Community Meeting was held at the Jacksonville Beach City Hall on December 15, 2021; and

WHEREAS, a Penman Road Community Meeting was held at the Jacksonville Beach City Hall on August 16, 2023; and

WHEREAS, a public workshop with the City of Neptune Beach was held on January 16, 2024; and

WHEREAS, a public workshop with the City of Neptune Beach was held on February 18, 2025; and

WHEREAS, the City of Jacksonville now seeks direction from the City of Neptune Beach on design concepts in order to start design of the selected improvements.

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

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Support of the Conceptual Design for Penman Road Proposed by the City of Jacksonville. The City Council hereby supports the conceptual design for Penman Road presented to City Council on February 18, 2025.

SECTION 3. Support for Continued Public Input During Design. The City Council also supports continued public input through community workshops held at major milestones of project design, at 30%, 60%, and 90% of concept design completion.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

RESOLUTION NO. 2159-2023

A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUPPORTING THE CITY OF JACKSONVILLE'S PROPOSED CONCEPTUAL DESIGN FOR IMPROVEMENTS TO THE PENMAN ROAD CORRIDOR; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Penman Road travels through the communities of the City of Jacksonville Beach and the City of Neptune Beach from Beach Boulevard to Atlantic Boulevard; and

WHEREAS, Penman Road is owned, maintained, and operated by the City of Jacksonville in accordance with an Interlocal Agreement executed in 1968; and

WHEREAS, as such, improvements to Penman Road are the responsibility of the City of Jacksonville; and

WHEREAS, the City of Jacksonville Beach requested improvements to the corridor through correspondence to the City of Jacksonville on April 12, 2019; and

WHEREAS, requested improvements included complete streets concepts and improvements for pedestrian safety both along the corridor and crossing it; and

WHEREAS, City of Jacksonville employed Peters and Yafee to develop a conceptual design for the Penman Road corridor; and

WHEREAS, conceptual design focused on installation of medians in strategic locations for traffic calming and aesthetic purposes, roundabouts to improve traffic flow for vehicles on Penman Road, and pedestrian improvements both along the Penman Road corridor and crossing the corridor; and

WHEREAS, a public workshop with the City of Neptune Beach was held on June 8, 2023; and

WHEREAS, a public workshop with the City of Jacksonville Beach was held on August 16, 2023; and

WHEREAS, the City of Jacksonville now seeks direction from the City of Jacksonville Beach on design concepts in order to start design of the selected improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Support of the Conceptual Design for Penman Road Proposed by the City of Jacksonville. The City Council hereby supports the conceptual design for Penman Road including: medians in strategic locations for traffic calming and aesthetic purposes; roundabouts to improve traffic flow for vehicles on Penman Road; the elimination of roadside swales where practical; and pedestrian improvements both along the Penman Road corridor and crossing the corridor.

SECTION 3. Support for Continued Public Input During Design. The City Council also supports continued public input through community workshops held at major milestones of project design, at 30%, 60%, and 90% of concept design completion. The public comments from the community workshop held on August 16, 2023 are attached hereto as Attachment A.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this 6th day of November, 2023.

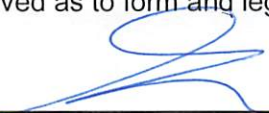


Christine Hoffman, MAYOR



Sheri Gosselin, CITY CLERK

Approved as to form and legal sufficiency:



Sandra R. Robinson, City Attorney



Comments & Responses

From: Dow Peters, PE

Date: 9/29/2023

Re: Penman Road Public Community Meeting - Comments & Responses

Comments from August 16, 2023 Community Meeting hosted at Jacksonville Beach City Hall Building.

Name Email Phone Number	Comment	Response
Laura Dill	I like the overall plan. I would be interested in having more [information] about the expected duration of the construction and how it will coordinate between the three beach communities and COJ.	Currently, the project is being coordinated with Neptune Beach, Atlantic Beach and the City of Jacksonville Beach and the City of Jacksonville (COJ). Also, the tentative schedule for the project is for the design phase to begin in January 2024. We anticipate construction duration to take approximately two years.
Sharon Serkin	Citizens don't know how to use a traffic circle. Many don't like to "take turns." Pedestrians will be in danger. Just fix the lights!!!	Once constructed, residents will become more familiar with the operational movement of the roundabout. The roundabout operation also provides safer pedestrian movement by reducing the conflict points with vehicles. For additional safety, signage and flashing beacons will be installed at each roundabout crosswalk. Earlier this year (2023), we coordinated with the City of Jacksonville Beach and the City of Jacksonville to optimize the signal at Penman and Florida Blvd. This effort reduced red-light time, however, due to the number of streets coming into the intersection, signal-timing efficiency is maximized. A roundabout is recommended and will provide an improved capacity at the intersection with less delay versus waiting at stop signs and traffic signals. In addition, roundabouts increase capacity by 30-50% and provide fewer crashes (90% fewer fatalities and 75% fewer injuries).
Ethan Thurber	Request a pedestrian mid-block crossing in the vicinity of Lemon Street to access shopping.	This is a good idea. We will be proposing an additional pedestrian crossing in the vicinity of Lemon Street for east-west

		access across Penman Road to better access the commercial areas.
Julie Ann Cumming	No Medians.	The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification.
Miranda Powell	This project would have been a great addition had it been implemented in 2020/2021. However, with the significant increase in the population of Jax Beach (including tourism) the build out of the design will significantly impact Penman via the closing off of roads for construction, thus traffic flow will flood other back roads and/or Third Street. Infrastructure build-out is a high need priority...this essentially won't make the roads bigger nor more efficient in an economic/volume of motor vehicles sense. Thanks.	Plans will be provided during the design phase to address the safe and efficient movement of vehicles, pedestrians, and bicyclists to minimize impacts to residents and businesses along Penman Road and the side streets. In addition, this project will address the temporary drainage needs during construction as well as provide improvements for the current/existing drainage problems along Penman Road. These efforts will eliminate flooding issues along Penman Road. This project is not a "Capacity" project, this a "Complete Streets" project. This project will address pavement rehabilitation, drainage issues, safety improvements (bikes and pedestrians) and roadway lighting.
K.C. Braun	I was told that I could get a copy of the traffic study. I am concerned about the maximum traffic on one lane circle [roundabout] especially at Florida Blvd. compared to the expected traffic on Penman per hour at projected speed limit. I would also like to see the expected impact on side roads based on the limited intersections where a left turn cannot be made.	The traffic study is available if requested. A roundabout intersection at each of the proposed locations, will provide an improved capacity (30-50% increase), less delay versus waiting at stop signs and traffic signals The level of service for each side street along Penman Road was analyzed in the Penman Road Traffic Study. This analysis included recently taken traffic counts at each side street in order to make the an appropriate recommendation at each side street. The recommendations considered all of the following: Level of Service, Safety and Operational Improvements.
Sam Shiver	• Opposed to closing the median/removing left-hand turn lane on Penman in Neptune Beach. • Opposed to preventing residents from turning left out of neighborhoods. • Blocking the median restricts the ability of rescue vehicles, which	The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and

	currently use the center left turn lane to go around traffic. •Also, delivery and trash pickup vehicles block travel lanes causing back-ups since vehicles will not be able to go around them.	allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches. This will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. Delivery and Trash vehicles will be able to use the stabilized shoulders, residential driveways and new space created by eliminating the ditches.
Claudette Faulkenbury	•Possible widening of Penman •Also, use of automatic lights like further down on Penman Road where pedestrians can activate lights and stop traffic. •We do not need medians with palm trees. Lovely, but not feasible. We need more lanes. Thank You!	This project is not a "Capacity" type of Project. It is a "Complete Streets" project. This project will rehabilitate the existing pavement but will not add additional travel lanes. All proposed Mid-Block Crossings and Crossings at the Roundabout will have additional signage, Rectangular Rapid Flashing Bacons (RRFBs), staggered pedestrian refuge islands and lighting for added safety measures for pedestrians crossing Penman Road. The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification.
Cathy Shiver	•Opposed to current design! Design does not give priority to safety for residents living on/off Penman Road. The ability to turn right and left is necessary for emergency vehicles and delivery. •This design may push [more] traffic flow through neighborhoods [because drivers will want] to avoid Penman. Again – [causing] safety issues.	This is a Complete Streets project, which considers safety improvements for all modes of traffic, which include pedestrians, bicyclists, and motor vehicles. Several of the safety improvements that are being proposed, include: • Continuous ADA sidewalk • Shared-use path • Several mid-block crossings with Rectangular Rapid Flashing Bacons (RRFBs), • Staggered pedestrian refuge islands • Raised medians • Roundabouts • Roadway lighting for crosswalks • Stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. Finally, the intent of the project is to lower the posted speed limit therefore providing a safer condition for all users. In addition, roundabouts increase capacity by 30-50%

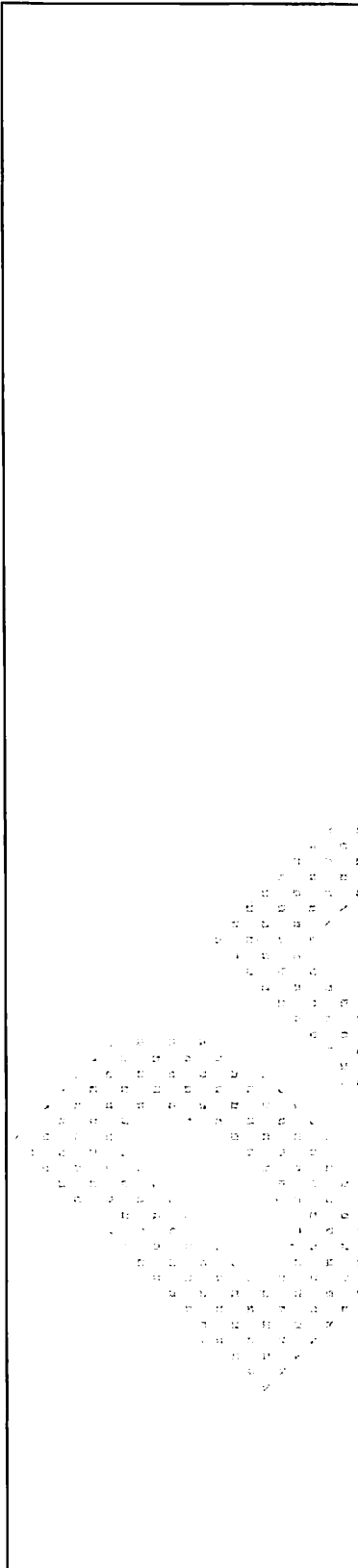
		and provide fewer crashes (90% fewer fatalities and 75% fewer injuries). This increase in capacity will detour drivers to push on to the side streets and neighborhoods.
Julie Anderson	I am a daily bike rider/commuter biker. I am extremely concerned about safety issues for bikers and pedestrians in the roundabouts. Traffic currently does not respect the lights or safety. When the traffic does not stop in a roundabout, how are the pedestrians and bikers going to be able to navigate crossing?	The existing design proposes a shared-use path for bicyclists. The shared-use path south of Florida Blvd. will be on the west side of Penman Road. Also, on the east side of Penman Road, south of Florida Blvd. there will be a 6-foot sidewalk. This will give bicyclists and pedestrians the ability to use both sides of Penman Road and allow them to access several mid-block crossings to move east and west. On Penman Road north of Florida Blvd. there will be a shared-use path on both sides of Penman Road (east and west). In addition, all proposed Mid-Block Crossings and Crossings at the Roundabout will have additional signage, Rectangular Rapid Flashing Beacons (RRFBs), staggered pedestrian refuge islands and lighting for added safety measures for pedestrians and bicyclist crossing Penman Road.
Jr. & Kathleen Whitcomb	Total waste of time and resources. Need a Q & A, one-on-one meeting.	Your comments will be shared with the City of Jacksonville.
Rex Williams	Concerned about all single-entry neighborhoods not having north and south access through median. Example: Twelve Oaks Lane Swales for drainage are more maintenance than drainage piping.	Driveway access for Twelve Oaks Lane will be re-evaluated for northbound right-in movement. The intent of this project will be to pipe all of the existing ditches.

Corrine Bylund	Concerned... •About Arden/Seagate – new students, drivers, pedestrians, and bikers – how will they cross safely without a signal? •That roundabouts going in where there were no signals are an unnecessary disruption to flow of traffic at 4th Ave N, 8th Ave N, 15th Ave N, and Oceanwood Drive. •Continuous medians are a safety hazard, as they will obstruct fire and rescue from navigating around other traffic as there are not continuous shoulders that are safe to pull over.	At both Arden and Seagate, there will be a proposed ADA-compliant crosswalk at both locations. These cross walks will have signage, signals and Rectangular Rapid Flashing Bacons (RRFBs). By law, vehicles must yield to pedestrians at the roundabout. In addition, safety performance is much higher at a roundabout versus a signalized intersection. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. Also, medians are a mitigating element designed to lower the speed of traffic, improving safety for all users.
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Vera Leyhausen	• We live on Driftwood Road. The intersection of Penman and Oceanwood Drive North is unsafe. Driving southbound on Penman Road from Atlantic Blvd. and trying to make a left turn onto Oceanwood Drive North is a struggle. • Drivers going northbound change into the middle lane early to turn left into the Winn Dixie parking lot. I have had several occasions where I was almost hit frontal. We really need a median there as well! • A pedestrian crossing to get safely to Winn Dixie could be amazing! Thank you!	Median improvements are proposed for the vicinity of this intersection and will provide some restrictions to those who are using the left turn lane early. However, due to the commercial vehicles (semi-trucks) in the area that require large turn lane access, medians will not be able to be placed all the way down Penman Road to Atlantic Blvd. However, we will re-evaluate this intersection to see if additional measures can be taken to provide a safer intersection. This is a good idea. We will propose an additional pedestrian crossing in the vicinity of Lemon Street and Oceanwood Drive for east-west access across Penman Road.
Bama Isreal	In specifics to 8 th Ave. North and any other side road with sidewalks, why aren't existing sidewalks safe? To use from Penman to Third Street? Target streets that don't already have safe passageways via sidewalks.	During the design phase we will be evaluating all the existing sidewalk features within the project limits along Penman Road. If these sidewalks meet ADA-compliance and fit within the general design of the project, these sidewalks will be incorporated into the new design and will not be replaced.
Aaron & Michelle Davis	We would like to see a blinking stop light option at the pedestrian cross walk at Seagate and Penman because of the three schools located in this area.	At both Arden and Seagate, there will be a proposed ADA-compliant crosswalk at both locations. These cross walks will have signage, signals and Rectangular Rapid Flashing Beacons (RRFBs). By law, vehicles must yield to pedestrians at the roundabout. In addition, safety performance is much higher at a roundabout versus a signalized intersection.
Cate Thompson	Traffic circles are GOOD, we need to support the complete streets vision for the safety of our children and to make Jax Beach even more beautiful and pedestrian safe!	Thank you for your support of the project.
Alexa Jenkins	Not sure that this makes traffic easier during peak school hours. People will have to go out of their way to access school (Montessori Tides) on Penman or businesses like Cinottis. Was this analyzed during school hours?	Level of service for this configuration reduces delays, improves access, provides enhanced safety for all users, pedestrians and motor vehicles alike. Traffic count data was taken and accounted for school volumes. We are also working to provide improvement to the Cinottis driveway to provide safer access.

Tim Richards	Why have the trail path on the west side of Penman when the Jax Beach trail system is on the east side?	Coordination with the Jax Beach Urban Trail Master Plan is still underway and we will work with the Plan's designer to determine the location of the Share Use Path.
Michelle Tipton	• This will cause too much traffic into neighborhoods east/west of Penman. Bigger safety issue – kids getting hit. No room for emergency vehicles, UPS, traffic, construction – heavy on road all day. • Just replace old existing lights. • No medians! • Get rid of drainage ditches. • Too many roundabouts.	The Roundabout option for this project reduces delays, improves access to vehicular movements and provides enhanced safety for all users, pedestrians and motor vehicles when compared to the existing stop signs and traffic signal intersection. In addition, roundabouts increase capacity by 30-50% and provide fewer crashes (90% fewer fatalities and 75% fewer injuries). The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beatification. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. The intent of this project will be to pipe all of the existing ditches.
Elizabeth Wright	Please move the pedestrian crossing to 9 th Avenue North. Families are trying to walk across that intersection to get to the beach (east) or Tall Pines Park (west). I see that the design has one between 9 th and 11 th Avenue, but I firmly believe after talking with multiple families (600 people petition!) that 9 th Avenue is the most logical crossing. Thank you.	We will review the pedestrian counts that were collected, and the activity at 9 th Avenue and if the data supports this change, we have no exception to moving or adding an additional crossing.
Debbie Harris	I live on Penman (1133 Penman Road) and 11 th Avenue North. This will stop me from getting in and out of my driveway.	All existing permitted residential driveways on Penman Road (including 1133 Penman Road) will remain with this future design and project.

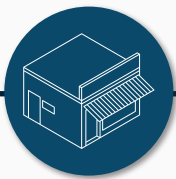
Kymberly Traylor	• I WOULD LIKE TO BE CONTACTED. • Why aren't you worried about fixing our traffic problems on Penman Road? i.e., stop adding to the problem. • What are you doing to address drainage issues on Penman Road? • Why are you not addressing neighborhood infrastructure issues in beaches neighborhoods? I have been in my house for 21 years and we have never had our streets paved. • This is a poor use of taxpayer money! Does this have anything to do with 15 minutes cities?	Comments and responses will be provided. This project includes drainage improvements, and our team will be working with the city of Jacksonville Beach Public Works to ensure we address all drainage issues. This project does include infrastructure improvements, such as drainage, sidewalk, and pavement improvements which include paving Penman Road from Beach Blvd to Atlantic Blvd. The project limits for this project will only be along Penman Road from Beach Boulevard to Atlantic Boulevard. Within these, the existing pavement will be resurfaced. The "Complete Streets" design philosophy has nothing to do with "15 Minute City Concept." The Complete Streets policy is in short about safety. It's an approach to planning, designing, building, operating, and maintaining streets that enables safe access for all people who need to use them. This includes pedestrians, bicyclists, motorists and transit riders of all ages and abilities.
Leona Sheddan	Thank you for the work you have done on these projects. I am strongly in favor of both roundabouts to increase safety for all modes of transportation including pedestrians. Some neighbors have some short-term concerns regarding accessibility of emergency vehicles during construction. It would be greatly appreciated if you could advise what the plan for their access would be. Thank you for your assistance.	Thank you for your support of the project. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass.
Martin Kennelly	Just viewed the proposed Penman Road improvement plan. I think it's a really good plan and hope the project goes forward. I have lived in this neighborhood since 1988.	Thank you for your support of the project.
Jeff & Sheri Nordman	Access Management Issues: • Our clients/staff driving north have to pass our business (.30 miles) to reach the first available roundabout (Seagate), driving out of their way .60 miles. Create dedicated left-turn	We will continue to analyze the "Business Areas" along Penman Road to accommodate access for all existing and proposed businesses.

	lanes into businesses and remove the medians in the business corridor. • Eliminate the left turn off of 18th Ave. N. - create a right turn only. • Address the Penman Road/ Atlantic Blvd Intersection issue. • Prohibit left turns from 2nd Ave N. and left turns out of the car wash. Level of Service: Our clients and staff will have to compete with potentially heavy traffic from the 3 local schools in the area which has high motor-vehicle volume during drop off and pick-up times. Landscape Median/Access Management: • The middle left-turn lane in front of our business is an issue when it comes to the daycare and the traffic that comes off of 18th Ave. N. (heading south). If there are more than two (2) cars heading southbound and turning left into the day care, it does not allow northbound traffic any space to decelerate and get into that center lane. This is definitely an area of concern. Same happens in the afternoon when parents are leaving the daycare southbound on Penman. • Southbound traffic going to Circle K also use the center lane from 18th Ave N. heading south as a 35mph direct lane causing additional issues. Shared-Use path: Changing the current 12-foot path to 18 feet seems excessive. Not sure how you gain all this sidewalk without removing it. Roundabout: Focus on the Florida Blvd 5-way roundabout and allow people to become familiar with roundabouts and how they operate. This will also give light to better traffic studies as to how additional roundabouts may help or hinder traffic and flow for	Traffic analysis was completed that supported the need for a left-turn at 18th Avenue. During the design phase, we will continue to review all movements to make sure that they are adequately addressed. Roadway improvements are being added for the intersection of Penman Road at Atlantic Blvd which include: Right turn lane at Atlantic Blvd, Traffic separator at the intersection, Driveway improvements at the gas station to better delineate the driveway, widening for right turn at Lemon Street. The use of Roundabouts will increase capacity by 30-50% and provide fewer crashes (90% fewer fatalities and 75% fewer injuries). This increase in capacity will assist with the heavy volumes during school peak times. We will continue to analyze the "Business Areas" along Penman Road to accommodate access for all existing and proposed businesses. Also, the folks who will access the business from southbound to northbound will be able to use the roundabout at 15th to make a right turn directly into the daycare business. Agreed, and the future roundabout will eliminate this conflict at the center turn lane. Vehicles who will access the business from southbound to northbound will be able to use the roundabout at 15th to make a right turn directly into the business locations. The current design is proposed at 12' and not at 18'. We are also coordinating with the designer for the Jax Beach Urban Trail Master Plan to determine the best placement for the Share Use Path. The Roundabout option for this project reduces delays, improves access to vehicular movements and provides enhanced safety for all users, pedestrians and motor vehicles when compared to the existing conditions. This design also will accommodate the larger delivery trucks and larger Semi-Trailer Trucks.
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	emergency vehicles, delivery trucks, and waste management. Drainage: Remove the ditches alongside of Penman. Landscaping: • Begin some beautification projects.	The intent of this project will be to pipe all of the existing ditches. Also, our team will be working with the City of Jacksonville Beach Public Works to ensure we address all drainage issues along Penman Road.
Ginny Thurson	• I am not opposed to roundabouts, but 8 roundabouts within 2.5 miles seems absurd. I am against any roundabout at the 5-way unless traffic stops in all directions for pedestrians and bicyclists. School crossing guards cannot man all the crosswalks being created. FDOT has changed the timing on the current signals, they are doing it so people will complain and build an expensive roundabout. Neptune Beach has plans from Dover Kohl that would be better than the roundabout. • I am against taking out the middle turn lane and putting in a median and making everyone take a right to enter Penman. Just to do a turnaround at the next roundabout if all they needed to do was take a left onto Penman. All that does is create more traffic. I take a left onto Penman all the time and it's just as hard to take a right as it is to take a left onto Penman. Emergency vehicles, school buses, lawncare businesses, mail trucks, delivery trucks, garbage trucks all make frequent stops (except Emergency vehicles needing to get to where they are going in a timely manner). Do students get on/off the bus need to cross Penman? With a median, they may not be able to safely cross and cars going in the opposite direction will not be required to stop for the bus. The 6' shoulder will only encourage use by golf carts and electric bikes, which obviously is not safe, or people will use it as a passing lane - again, not safe. I don't see where you will have enough room to have a 12' median (I have not met anyone that wants, or asked for, the median), 2 - 12' lanes, 2 - 6' shoulders, drainage	Each intersection along Penman Road was analyzed based on traffic counts, safety improvement and level of service. The results suggested that each of these locations would benefit from a roundabout design. The Operation and Maintenance of a Roundabout would be less compared to a signalized intersection. The equipment, maintenance and electricity would all be eliminated with constructing a roundabout. We recently coordinated with the City of Jacksonville Traffic Engineering to adjust the timing to maximize the "green time" and reduce "red time". It is currently working as efficiently as possible and no additional delay was added to the signal. The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beautification. This project will provide a stabilized 6-foot flush shoulder, which will provide an area for vehicles to pull off the travel lane and allow emergency vehicles to pass. In addition, the intent of this project is to install drainage pipes at the existing ditches, thus eliminating existing ditches, which will allow additional space for vehicles to pull out of the way for the emergency vehicles to pass. The intent of this project will be to pipe all of the existing ditches. The proposed medians will address safety issues and provide access management. The proposed medians will also: reduce motor vehicle crashes, reduce vehicle speeds, provide space for beautification.

	ditch and 6-12' sidewalks on both sides, without encroaching into residents' yards and into business's parking. • (She would prefer to) have a single presentation and take questions/concerns from the audience instead of the method you have been using.	Additional Mid-Block Crossing will be provided to ensure that pedestrian can cross Penman Road at the desired locations. In addition, during the design phase our team will be coordinating with the schools to determine where the school bus stops will be located. This will allow us to locate the future mid-block crossings. Comments will be forwarded for future considerations on the meeting format.
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PENMAN ROAD COUNCIL WORKSHOP MEETING



peters yaffee
TRANSPORTATION & TRAFFIC ENGINEERING





Example RRFB Crosswalk – A1A & Sadler Road Roundabout, Fernandina Beach 338

If hit by a car traveling:

● Fatality ● Person survives collision



20 MPH



5%



30 MPH



45%

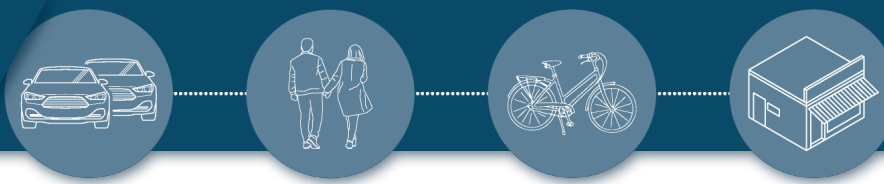


40 MPH



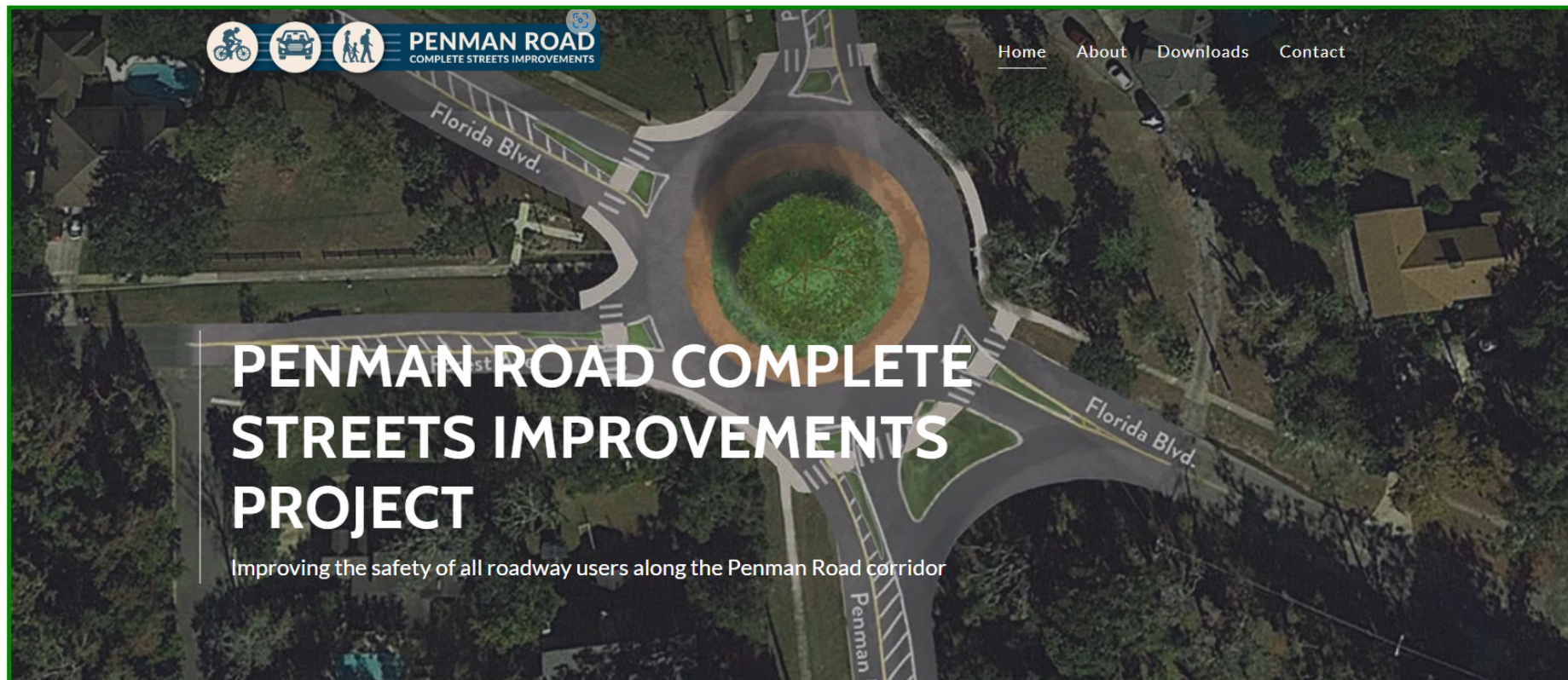
85%

National Traffic Safety Board (2017) Reducing Speeding-Related Crashes Involving Passenger Vehicles.
Available from: <https://www.nts.gov/safety/safety-studies/Documents/SS1701.pdf>



Penman Road Website

<https://penmanroadproject.com/>





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