



AGENDA
Regular City Council Meeting
Monday, May 3, 2021, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
 - A. Presentation of the Inaugural Neptune Beach Trident Award
 - B. Denise Bunnewith - North Florida Transportation Planning Organization (TPO)
3. APPROVAL OF MINUTES
 - A. **April 5, 2021, Regular City Council Meeting**
April 19, 2021, Workshop City Council Meeting
4. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. SE21-01 Application for a special exception as outlined in Chapter 27, Article 3 Division 9 and Section 27-226(j)(3)b of the Unified Land Development Code. Allowable uses by special exception in the C-3 zoning district. The application is made by Neptune Beach FL Realty, LLC for the property known as 580 Atlantic Blvd. (RE# 172395-0130). The applicant seeks approval for a special exception permit for outdoor seating/dining for an accessory restaurant use to the retail of a future Publix at 580 Atlantic Blvd.
8. ORDINANCES
 - A. ORDINANCE NO. 2021-02, SECOND READ AND PUBLIC HEARING, An Ordinance Of The City Of Neptune Beach, Florida Amending Article V, Stormwater Utility System, of Chapter 23 of the Code of Ordinances, Utilities, By Amending Section 23-105, Billing And Payment, Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
 - B. ORDINANCE NO. 2021-04, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Division 2, Purchasing and Contracts, of Article VI, Finance, of Chapter 2 of the Code Of Ordinances, Administration, by Creating Section 2-388, Professional Services Requirements; Providing for Conflicts; Providing for Severability; and Providing an Effective Date
9. OLD BUSINESS / NONE

10. NEW BUSINESS

- A. RESOLUTION NO. 2021-08, A Resolution Establishing the Order of Business for the City Council Regular and Workshop Meetings.
- B. RESOLUTION NO. 2021-09, A Resolution Amending the Operating Budget for the City of Neptune Beach, Florida, for Fiscal Year 2020, beginning October 1, 2019 and ending September 30, 2020.
- C. Approval of Community Resilience Planning Grant Reimbursable Contract
- D. Approval of City of Neptune Beach Bid No. 2021-03, Florida Boulevard Culvert Replacement
- E. Approval of Temporary Interim Lead WWTF Operator
- F. County-Wide CAD (Computer Aided Dispatch) Project for FY 2021 and FY 2022

11. COUNCIL COMMENTS

12. ADJOURN

March 17, 2021

The Honorable Elaine Brown, Mayor
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Dear Mayor Brown,

The North Florida TPO is developing the ***Transportation Improvement Program (TIP) for Fiscal Years 2021/2022 through 2025/2026***. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

To increase public involvement in developing the TIP and to inform the City of Neptune Beach City Council as to the projects planned and programmed for the area, Denise Bunnewith would like to make a brief presentation at your **Monday, May 3** meeting. The presentation should be no more than 10 minutes and Denise will gladly answer any questions.

I look forward to hearing from you soon regarding this request.

Sincerely,



Wanda Forrest
Transportation Planning Manager

NORTH FLORIDA TPO

**Transportation Improvement Program
FY 2021/22 - 2025/26**

Beaches TIP Supplement

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
ATLANTIC BLVD (SR 10) @ SAN PABLO RD (CR101A) - 4343981						*Non-SIS*	
TRAFFIC SIGNAL UPDATE						Length: .007	
Responsible Agency: FDOT							
CST	DIH	12,680	0	0	0	0	12,680
CST	DDR	748,816	0	0	0	0	748,816
Total		761,496	0	0	0	0	761,496
Prior Cost < 2021/22		235,858	Future Cost > 2025/26		0	Total Project Cost	997,354

ATLANTIC BLVD (SR10) FROM KERNAN OVERPASS TO MAYPORT ROAD - 4454301						*Non-SIS*	
RESURFACING						Length: 4.013	
Responsible Agency: FDOT							
PE	DIH	64,344	0	0	0	0	64,344
PE	DDR	560,744	0	0	0	0	560,744
PE	SA	418,775	0	0	0	0	418,775
PE	ACSA	220,842	0	0	0	0	220,842
CST	DS	0	0	1,665,919	0	0	1,665,919
CST	DIH	0	0	46,456	0	0	46,456
CST	DDR	0	0	6,279,741	0	0	6,279,741
CST	SA	0	0	570,341	0	0	570,341
CST	NHRE	0	0	3,226,210	0	0	3,226,210
Total		1,264,705	0	11,788,667	0	0	13,053,372
Prior Cost < 2021/22		0	Future Cost > 2025/26		0	Total Project Cost	13,053,372

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
BEACH BLVD (SR 212) FROM BEACH PLAZA TO 3RD ST (SR A1A) - 4473591						*Non-SIS*	
INTERSECTION (MODIFY)						Length: 0.611	
Responsible Agency: FDOT							
PE	ACSS	158,642	0	0	0	0	158,642
CST	ACSS	0	0	764,353	0	0	764,353
Total		158,642	0	764,353	0	0	922,995
<i>Prior Cost < 2021/22</i>		<i>0</i>	<i>Future Cost > 2025/26</i>	<i>0</i>	<i>Total Project Cost</i>		<i>922,995</i>
BEACH BLVD (US 90 / SR 212) FROM LINDEN AVE TO MARION RD - 4324031						*Non-SIS*	
TRAFFIC SIGNAL UPDATE						Length: 2.630 MI	
Responsible Agency: FDOT							
RRU	LF	0	0	0	0	55,112	55,112
CST	DS	0	0	0	0	3,592,787	3,592,787
CST	DIH	0	0	0	0	40,945	40,945
CST	SA	0	0	0	0	602,700	602,700
CST	DDR	0	0	0	0	556,076	556,076
Total		0	0	0	0	4,847,620	4,847,620
<i>Prior Cost < 2021/22</i>		<i>964,148</i>	<i>Future Cost > 2025/26</i>	<i>0</i>	<i>Total Project Cost</i>		<i>5,811,768</i>

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
BEACH BLVD (US 90 / SR 212) FROM 12TH STREET TO SRA1A - 4454201						*Non-SIS*	
RESURFACING						Length: 0.621	
Responsible Agency: FDOT							
PE	DIH	10,873	0	0	0	0	10,873
PE	DDR	159,175	0	0	0	0	159,175
PE	GFSA	191,703	0	0	0	0	191,703
CST	DIH	0	0	7,851	0	0	7,851
CST	SA	0	0	149,545	0	0	149,545
CST	DDR	0	0	482,641	0	0	482,641
CST	NHRE	0	0	1,290,647	0	0	1,290,647
Total		361,751	0	1,930,684	0	0	2,292,435
Prior Cost < 2021/22		0	Future Cost > 2025/26		0	Total Project Cost	2,292,435

J TURNER BUTLER (SR 202) / INTERCOASTAL WATERWAY BRIDGE NUMBERS 720442 & 720509 - 4427801						*Non-SIS*	
BRIDGE-REPAIR/REHABILITATION						Length: .871	
Responsible Agency: FDOT							
CST	DIH	0	80,005	0	0	0	80,005
CST	BRRP	0	4,990,328	0	0	0	4,990,328
Total		0	5,070,333	0	0	0	5,070,333
Prior Cost < 2021/22		269,235	Future Cost > 2025/26		0	Total Project Cost	5,339,568

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
J TURNER BUTLER (SR202) FROM INTERCOASTAL WATERWAY BRIDGE TO SRA1A - 4471281						*Non-SIS*	
RESURFACING						Length: 1.794	
Responsible Agency: FDOT							
PE	DIH	44,604	0	0	0	0	44,604
PE	SA	133,813	0	0	0	0	133,813
CST	DS	0	0	73,124	0	0	73,124
CST	DIH	0	0	44,355	0	0	44,355
CST	SA	0	0	687,761	0	0	687,761
CST	DDR	0	0	2,330,368	0	0	2,330,368
CST	NHRE	0	0	4,223,085	0	0	4,223,085
Total		178,417	0	7,358,693	0	0	7,537,110
<i>Prior Cost < 2021/22</i>		<i>0</i>	<i>Future Cost > 2025/26</i>	<i>0</i>	<i>Total Project Cost</i>		<i>7,537,110</i>
MAYPORT RD (SR A1A / SR 101) FROM ATLANTIC BLVD (SR 10) TO NAVAL BASE - 4432941						*SIS*	
SAFETY PROJECT						Length: 3.509	
Responsible Agency: FDOT							
CST	ACSS	1,845,242	0	0	0	0	1,845,242
CST	SA	31,476	0	0	0	0	31,476
Total		1,876,718	0	0	0	0	1,876,718
<i>Prior Cost < 2021/22</i>		<i>2,500</i>	<i>Future Cost > 2025/26</i>	<i>0</i>	<i>Total Project Cost</i>		<i>1,879,218</i>

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
MAYPORT RD (SRA1A) - 4435021						*Non-SIS*	
BIKE LANE/SIDEWALK						Length: 1.213	
Responsible Agency: FDOT							
PE	SU	500,560	0	0	0	0	500,560
PE	SA	166,244	0	0	0	0	166,244
PE	GFSU	499,440	0	0	0	0	499,440
PE	LF	200,000	0	0	0	0	200,000
Total		1,366,244	0	0	0	0	1,366,244
<i>Prior Cost < 2021/22</i>		<i>0</i>	<i>Future Cost > 2025/26</i>	<i>0</i>	<i>Total Project Cost</i>		<i>1,366,244</i>
SRA1A AT 2ND AVE NORTH - 4411942						*Non-SIS*	
PEDESTRIAN SAFETY IMPROVEMENT						Length: 0.1	
Responsible Agency: FDOT							
CST	ACSS	659,044	0	0	0	0	659,044
Total		659,044	0	0	0	0	659,044
<i>Prior Cost < 2021/22</i>		<i>172,614</i>	<i>Future Cost > 2025/26</i>	<i>0</i>	<i>Total Project Cost</i>		<i>831,658</i>

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
WONDERWOOD DR (SR 116) FROM JANE ST TO SAND CASTLE LN - 4287963						*SIS*	
RESURFACING						Length: 7.443	
Responsible Agency: FDOT							
CST	LF	175,175	0	0	0	0	175,175
CST	DS	1,436,762	0	0	0	0	1,436,762
CST	DIH	60,931	0	0	0	0	60,931
CST	DDR	5,727,275	0	0	0	0	5,727,275
CST	NHRE	9,254,146	0	0	0	0	9,254,146
CST	ACSA	1,234,025	0	0	0	0	1,234,025
Total		17,888,314	0	0	0	0	17,888,314
<i>Prior Cost < 2021/22</i>		<i>1,798,330</i>	<i>Future Cost > 2025/26</i>		<i>0</i>	<i>Total Project Cost</i>	<i>19,686,644</i>

APPENDIX I

Abbreviations & Acronyms

ABBREVIATIONS AND FUNDING SOURCES

AGENCIES

FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
JAA	Jacksonville Aviation Authority
JTA	Jacksonville Transportation Authority
SA/STJAA	St. Augustine/St. Johns County Airport Authority

PROJECT PHASES

ADM	Administration
CAP	Capital
CST	Construction
DSB	Design Build
ENV	Environmental
INC	Contract Incentives
LAR	Local Advance Reimbursement

MNT	Bridge/Roadway/Contract Maintenance
MSC	Miscellaneous
OPS	Operations
PDE	Project, Development & Environment Study
PE	Preliminary Engineering
PLN	Planning
ROW	Right-of-Way Acquisition
RPY	Repayments
RRU	Railroad/Utilities

FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACER	Advance Construction (ER)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACFP	Advance Construction Freight Program (NFP)
ACIM	Advanced Construction Interstate

ACNP	Advance Construction (NHPP)
ACSA	Advanced Construction Transportation Management Areas
ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)
BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRP	State Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BRTZ	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
CMAQ	Congestion Mitigation Air Quality

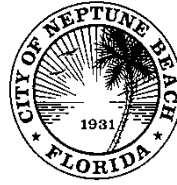
D	Unrestricted State Primary
DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds
DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DRA	Rest Areas - State 100%
DS	State Primary Highways and PTO
DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
EM19	GAA Earmarks FY 2019
FAA	Federal Aviation Administration
FTA	Federal Transit Administration

FTAT	FHWA Transfer to FTA (NON-BUD)
GFSU	General Fund
GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSID	Intersection Crashes
HSLD	Lane Departure Crashes
HSP	Highway Safety Program
IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFB	Local Funds Budget
LFP	Local Funds for Participating
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future
LOGT	Local Option Gas Tax

MG	Minimum Guarantee
NFPD	National Freight PGM-Discretionary
NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform – Resurfacing
NSTP	New Starts Transit Program
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PKLF	Local Support for Turnpike
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
REPE	Repurposed Federal Earmarks
RHH	Rail Highway Crossings - Hazard
RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program

SCRA	Small County Resurfacing
SIWR	2015 SB2514A-Strategic INT SYS
SE	Transportation Enhancement Activities related to any Surface Transportation Program
SH	Hazard Elimination
SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SN	STP, Mandatory Non-Urban <=5K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2T	Safe Routes - Transfer
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STED	2012 SB1998-Strategic Econ Cor
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)
TGR	Tiger Grant through FHWA

TLWR	Suntrail
TMBJ	I-95 Express Lanes – Maintenance
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program
TRWR	TRIP Wheels on Road
XA	Surface Transportation Program (STP) in any urban areas.
XU, SU	Surface Transportation Program (STP) in urban areas > 200k



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, APRIL 5, 2021, 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, April 5, 2021, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:**IN ATTENDANCE:**

Mayor Elaine Brown
 Vice Mayor Fred Jones
 Councilor Kerry Chin
 Councilor Lauren Key (*absent*)
 Councilor Josh Messinger

STAFF:

City Manager Stefen Wynn
 City Attorney Zachary Roth
 Chief of Police Richard Pike
 Chief Financial Officer Carl LaFleur
 Mobility Management Director Megan Steward
 Senior Center Director Leslie Lyne
 Grant and Resiliency Coordinator Colin Moore
 Community Development Director Kristina Wright
 City Clerk Catherine Ponson

Call to
 Order/Roll
 Call/Pledge

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

AWARDS / PRESENTATIONS/ RECOGNITION OF GUESTS / NONE

APPROVAL OF MINUTES

Minutes

Made by Messinger, seconded by Jones.

MOTION: **TO APPROVE THE FOLLOWING MINUTES:**

March 1, 2021, Regular City Council Meeting
March 15, 2021, Special City Council Meeting
March 15, 2021, Workshop City Council Meeting

Roll Call Vote:

Ayes: 4- Chin, Messinger, Jones, and Brown.
 Noes: 0

MOTION CARRIED

COMMUNICATIONS / CORRESPONDENCE / REPORTS**City Manager
Report**

City Manager Stefen Wynn reported the following:

- He presented a revised construction timeline for Jarboe Park with late June for a full opening.
- There was a “soft” opening along Bay Street. The fence will be removed soon.
- The Kompan playground equipment installation is almost been complete.
- Costs are being tracked using a spreadsheet. This is a document that would be updated as new expenses or an invoice comes in to know what the maximum amount Council has approved.
- He gave a Senior Center update. This included a request from COJ for \$75,000 and a \$10,000 request from the Community Foundation. The new HVAC system has been installed along with other punchlist items.
- He presented his schedule of meetings, which includes the required meetings with TLM Realty regarding the new Publix.

Mr. Wynn commented that the City has started the process of updating the parking program logos, branding and signage around the Beaches Town Center. It will not be overwhelming and a final plan would be presented to Council. The next step is choosing between reflective and nonreflective signs.

Vice Mayor Jones suggested coordinating with the Beaches Town Center because there may be a way to reduce some of the sign pollution by looking at wayfinding opportunities by adding a destination.

Mr. Wynn stated that our liaison to the Beaches Town Center Agency, Mobility Management Director Megan Steward, has been working with the Agency and has taken signage issues into consideration.

Councilor Messinger suggested adding information to the water bill regarding where to register for free parking before the summer months and school is released.

Councilor Chin remarked that citizens are often confused about where they are allowed to park for free. He inquired how we can communicate that without having too much sign pollution.

Mr. Wynn advised that Ms. Steward is updating the North Beaches Parking website, <https://www.ci.neptune-beach.fl.us/north-beaches-parking-program>, which can be accessed through the City’s website. This is a great resource for parking information.

All monthly City Manager reports can be found, in their entirety, at: <https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reports>

PUBLIC COMMENTS

Public Comment Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding the Vision Plan and the process of rewriting that Plan.

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

Ord. No. 2021-01, Parking Penalties Ordinance No. 2021-01, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 22 of the Code of Ordinances, Traffic and Motor Vehicles, by Amending Section 22-46, Penalties; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

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

Made by Messinger, seconded by Jones.

MOTION: TO ADOPT ORDINANCE NO. 2021-01 ON SECOND READ

Roll Call Vote:

Ayes: 4-Messinger, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

Ord. No. 2021-02, Stormwater Reconnection Fees Ordinance No. 2021-02, First Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 22 of the Code of Ordinances, Traffic and Motor Vehicles, by Amending Section 22-46, Penalties; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

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

Councilor Chin expressed his support as it aligns with the other Code sections for after-hours reconnection fees.

Councilor Messinger agreed with Councilor Chin and added it is clerical in nature in bringing two sections concurrent and has no objections.

Made by Messinger, seconded by Chin.

MOTION: TO APPROVE ORDINANCE NO. 2021-02 ON FIRST READ

Roll Call Vote:

Ayes: 4-Chin, Messinger, Jones, and Brown.

Noes: 0

MOTION CARRIED

OLD BUSINESS

Neptune Beach Community Vision Plan Adoption of the Neptune Beach Community Vision Plan. Mayor Brown stated that there a Council Pledge that is at the beginning that all of Council has agreed upon. Councilor Key is not present but she has seen it and approves the Pledge.

Mayor Brown read the Council Pledge into the record:

"We, the City Council of the City of Neptune Beach, affirm that the Vision Plan is being developed with the assistance of Dover, Kohl & Partners. The Vision Plan is based on the thoughts and comments provided by the residents and businesses of Neptune Beach. The Vision Plan does not bind the City to take action or undertake any project of any kind. Instead, the Vision Plan is a high-level planning tool designed to assist the City in the evaluation, budgeting, and strategic development of future projects and policies.

"We, the City Council of the City of Neptune Beach, pledge that no project, recommendation, design, or other element of the Vision Plan will be implemented without further public input, Council discussion, deliberation, budgeting, and approval in compliance with the Code of Ordinances of the City of Neptune Beach, Florida."

Mayor Brown stated that the Council Pledge would be signed by all Councilmembers and would be part of the Vision Plan.

Councilor Messinger commented that the Vision Plan is a high-level planning document which has already started to generate dividends for the City. We need a high-level visioning plan when going to the TPO and other governmental agencies. They want to see that there was a community process. We have been put into a five-year plan for looking at Third Street and Atlantic Boulevard because of this document. Those are multi-million dollar improvements and we are now on the priority project list. This and the entire process is a long-term investment in the community. This overall will pay out dividends for decades as far as our infrastructure and improvements. We are already starting to see the early phases of that. He does not remember when Neptune Beach had a large-scale project on that priority list.

Vice Mayor Jones added that this is the Community's Plan. The Vision Plan has been reviewed and certain things people were not comfortable with have been removed. More importantly, it is a road map. There are many ideas that could be used in the future.

Councilor Chin remarked that one of the concerns of the residents is that they felt like this was a plan that would be locked in. It is more of a deep research and analysis document that shows us the possibilities that Neptune Beach could aspire to in the future. He hopes that the Council Pledge will alleviate some of those concerns and realize it is not a locked-in plan but more of a guide. He agreed with Councilor Messinger and added that these are the things like achieving a CRA and to gain a better control of our tax dollars

Councilor Messinger further added that this is actively being used as a tool to go generate grant funding.

Mayor Brown concluded that we are looking at ideas that came from the Community. She thanked everyone who participated. It is a blueprint and there are many ideas that represent improvements for the City. The Council Pledge reassures everyone that nothing will happen without approval.

Made by Jones, seconded by Messinger.

MOTION: **TO ADOPT THE NEPTUNE BEACH COMMUNITY VISION PLAN AND COUNCIL PLEDGE**

Roll Call Vote:

Ayes: 4-Messinger, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

NEW BUSINESS

Res. No. 2021-07, Sexual Assault Awareness Month

Resolution No. 2021-07, A Resolution Designating the Month of April as Sexual Assault Awareness Month in Neptune Beach and Encouraging Those Impacted by Sexual Assault to Speak Up and Speak Out; Providing an Effective Date.

Mayor Brown reported that some of the statistics for sexual assault are mindblowing. All three beach communities are coordinating together for this effort. The Police Department has been working with the Women's Center so that we can get to bars and restaurants to get as much information out there as possible.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE RESOLUTION NO. 2021-07, DESIGNATING APRIL AS SEXUAL ASSAULT AWARENESS MONTH**

Roll Call Vote:

Ayes: 4-Chin, Messinger, Jones, and Brown.

Noes: 0

MOTION CARRIED

9-1-1 Interlocal
Agreement

Interlocal Agreement between the City of Jacksonville and the City of Neptune Beach for Distribution of 9-1-1 User Fees.

City Attorney Zachary Roth explained that the money received is based on the number of 9-1-1 calls. The City receives a pro rata share from the City of Jacksonville of the total amount. This is year two of a five-year agreement. The funds go toward the City's Emergency Communications Officers' salaries and expenses.

Made by Messinger, seconded by Chin.

MOTION: **TO APPROVE THE 9-1-1 INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE CITY OF NEPTUNE BEACH**

Roll Call Vote:

Ayes: 4- Messinger, Chin, Jones, and Brown.

Noes: 0

MOTION CARRIED

Jarboe Park
Phase I
Stormwater
System

Installation of Stormwater System at Jarboe Park Phase I. Mr. Wynn explained this is to finish out the stormwater part of Jarboe Park. This is added infrastructure for positive drainage.

The labor to install the stormwater system is outside the ability of the Public Works Department and will need to be conducted by an outside firm. After obtaining quotes from: Gruhn-May (\$16,268.80); ACON Construction (\$22,121.60); and Jax Utilities Management Co. (\$32,294), staff recommends Gruhn-May as the lowest most responsive, and responsible quoter.

Made by Chin, seconded by Jones.

MOTION: **TO APPROVE THE STORMWATER SYSTEM INSTALLATION FOR JARBOE PARK PHASE I BY GRUHN MAY, IN THE AMOUNT OF \$16,268.80.**

Roll Call Vote:

Ayes: 4-Chin, Messinger, Jones, and Brown.

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Adjournment

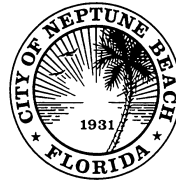
There being no further business, the meeting adjourned at 6:43 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266
MONDAY, APRIL 19, 2021, 6:00 P.M.

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 19, 2021, at 6:00 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Fred Jones
 Councilor Kerry Chin
 Councilor Lauren Key
 Councilor Josh Messinger

STAFF:

City Manager Stefen Wynn
 City Attorney Zachary Roth
 Commander Michael Key
 Commander Gary Snyder
 Chief Financial Officer Carl LaFleur
 Public Works Director Jim French
 Mobility Management Director Megan Steward
 Senior Center Director Leslie Lyne
 Grant and Resiliency Coordinator Colin Moore
 Community Development Director Kristina Wright
 City Clerk Catherine Ponson

**Call to
Order/Pledge of
Allegiance**

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

AWARDS / PRESENTATIONS / GUESTS

**Neptune Beach
Police
Department
Employee of the
Year**

2020 Neptune Beach Police Department Employee of the Year. Commanders Michael Key and Gary Snyder, on behalf of Police Chief Richard Pike, presented the 2020 Neptune Beach Employee of the Year Award to Records Specialist Sandy Manning. She was nominated by Services Division Supervisor Tammy Monteiro.

DEPARTMENTAL SCORE CARD

**Departmental
Score Card**

Departmental Score Card. City Manager Stefen Wynn reviewed the Departmental Score Card. The Departmental Score Cards are posted on the City website at: <https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reportsdepartmental-score-cards>

**Garbage
Schedule
Change**

Mr. Wynn reported that an item not on the Departmental Score Card is the Waste Pro route changes. He announced that anyone east of Penman Road would have their garbage collection days changed from Monday to Tuesday. All other services would remain the same. This has a tentative start date of June 1st, 2021. This would give enough time to get the information to citizens through social media, Alert Neptune, email,

the Beaches Leader, and on the water bill.

Jarboe Park Tours Mr. Wynn announced there would be walking tours offered in Jarboe Park. These would be 20-minute walking tours throughout the Park starting Tuesday, April 27 through Thursday, April 29. He encouraged everyone who is interested in hearing about the Park or who has questions to please sign up for a tour. Information would be made available on social media and the City website.

Jax Surf and Paddle Sidewalk Lease Mr. Wynn informed Council that the Jacksonville Surf and Paddle Sidewalk Lease Agreement had been signed. Council had approved sidewalk lease space for outdoor retail on November 2, 2020 located at 241 Atlantic Boulevard, Suite 102. All of the outside shelves and racks would be moved at the end of each day. The only thing that has been considered and is being allowed is a fence to be constructed that looks like the fence located at Hawkers, 241 Atlantic Boulevard.

2020 Budget Amendments Councilor Key questioned when the 2020 Budget Amendments would be presented to Council. She stated that this keeps getting pushed back and she is not receiving communications regarding this. CFO Carl LaFleur stated they are ready for review. The 2020 Budget Amendments will be on the April 21, 2021, Finance Committee agenda.

Infrastructure Update Councilor Messinger requested that the Bay Street sewer lines and the Indian Woods project be included in the Departmental Score Card for anyone who might review the score card online would be aware of those projects.

Garbage Schedule Change Councilor Chin stated his garbage pickup days are Monday and Thursday. If the schedule changes from Monday to Tuesday, there would only be a couple of days between pickups. He added that it doesn't make sense and questioned the rationale for the change to Tuesdays.

Mr. Wynn explained that there were multiple meetings with the provider, Waste Pro. This They have stated they are short-staffed and they are having issues with all of the service areas meeting the demand, especially through COVID-19. The schedule change is the amicable solution that was discussed. This would allow them to focus on all of their routes without increasing costs. The other option was to decrease to one pickup per week.

Councilor Chin stated that it would seem like one pick up per week. His concern is that for that period of time between pickups, the garbage cans would be left out. He pointed out that the cans are already being left out, which is a Code violation. Councilor Chin requested more enforcement of this violation.

Councilor Messinger commented that Councilor Chin brought up a good point based on the length of trips. He added that we are under a contract and what would it look like financially if we go down to one day and is there that option.

Mr. Wynn stated that this would not fundamentally change the contract as it is not a route change. The City has not looked at costs savings with going down to one day. There would be no way of looking at that until it is actually done. The issue is that there is not a transfer station yet. There is a time from when the truck gets full, goes to the landfill, and then time to come back. If you go down to one day, it would stand to reason that there would be more trash in a shorter amount of time. There would still be a staffing issue. He added that working with Waste Pro has been challenging and this is a compromise that we were able to get. Citizens can contact his office if there are problems. He added there could be another meeting to try again.

Vice Mayor Jones offered that this is problem that is not unique to Neptune Beach. It is nationwide as there is a shortage of garbage workers.

Councilor Messinger asked that if Waste Pro is having issues servicing our area, does this put them in a position where it allows the City to go back to renegotiating the contract or looking at other vendors.

City Attorney Zachary Roth advised that the contract has a right to be terminated for cause not for convenience. It does not define what cause is. If the City built a case based on inadequate service, we could demonstrate that. He anticipates that it would be unlikely that WastePro would agree and go away.

Mayor Brown commented that what we are hearing is for more discussion. The proposed Tuesday/Thursday schedule is something we would like to flush out as it presents problems.

Mr. Wynn pointed out that Atlantic Beach is unhappy with their solid waste provider who is not Waste Pro. They could issue an RFP, which Waste Pro would be interested in. Jacksonville Beach is having the same issue.

Councilor Messinger remarked that if our sister cities are looking at other vendors, could this be an opportunity to get a more favorable contract for costs and level of service.

Mr. Wynn stated he would be meeting with the other beach City Managers to discuss beach- related topics and this would be one of the items discussed.

Mayor Brown concluded that the unhappiness is what is being heard should be discussed by bringing Waste Pro back to the table.

COMMITTEE REPORTS

Land Use & Parks/Strategic Planning

Councilor Messinger reported there was a Joint Committee meeting of the Land Use and Parks and Strategic Planning and Visioning Committee on March 24, 2021. Items discussed included the Stormwater Preliminary Draft Report, updating the Tree Protection Policy, working with the Beautification Committee and the Duval Tree Mitigation Fund.

Vice Mayor Jones reported that there was discussion of the adoption of the Vision Plan and Council Pledge. The next big thing is the movement into the Comprehensive Plan and Land Development Code. He asked about the CRA Status and how it interfaces with that process.

Community Development Director Kristina Wright reported that in-house this week would be the review of the Land Use Element., which is the big one for the City. What is innovative about that is we are trying to bring more property into conformity and enforce the pervious surface areas for stormwater and resiliency. This would tie into our CRA implmentation process because of the nature of the infrastructure. She added that outreach for the CRA would be in May.

Finance Committee

Councilor Key reported that the Finance Committee met on March 24, 2021, and discussed the Jarboe Park update and Senior Center completion. Also discussed, were the 2020 Budget Amendments and the 2021 Budget Status. She reported that none of the departments have overtime allowances in their current budgets. This is the first time this has happened. There are things that require overtime. The discussion was on how this would be addressed and where the funds would be coming from. She was not sure if Council was aware of this.

Mr. Wynn stated that the 2020 Budget amendments have been forwarded and would be discussed at the Finance Committee meeting on April 21, 2021. Moving forward, the

FY2021 budget amendments would be brought to Council monthly, which is a best practice use in other cities in Florida.

Councilor Messinger questioned if the funds for the overtime would come from reserves. CFO Carl LaFleur stated it would depend on where the City is financially at that time, but we may have to use reserves if the funding is not there.

Councilor Key commented that historically in the City's budget, there is a line item for overtime. This year, everyone was put at zero. There are union contracts with our two largest departments that require overtime. This needs to be addressed for FY2022 to make sure this does not happen again.

PUBLIC COMMENT

Public Comment John Holmes, 914 4th Street, Neptune Beach, reported the fence on Bay Street is down. He questioned the hydroseeding in Jarboe Park and he suggested Tuesday and Friday pickup for garbage collection days.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, commented on the trash pickup east of Third Street. She stated there was no code enforcement. She suggested charging the LLCs when they have a move out. She thanked Terry Downs at the front desk at City Hall and Public Works for their quick response in assisting with her water meter leak. Ms. Hazouri expressed that she would like to know how to get questions answered about the City's operations and plans for the future. She said she has written to one of our Council members for clarification and not had her questions answered. She asked if there were three phases of the reconstruction of Jarboe Park. She asked for more transparency.

PROPOSED ORDINANCES

Proposed Ord. 2021, Professional Services Proposed Ordinance No. 2021-, An Ordinance of the City of Neptune Beach, Florida, Amending Division 2, Purchasing and Contracts, of Article VI, Finance, of Chapter 2 of the Code of Ordinances, Administration, by Creating Section 2-388, Professional Services Requirements; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Councilor Messinger stated that there are projects that go on in the City. There have been times when the Council has asked for professional services. Moving forward, he wants to have legislation that has the City Manager and Public Works Director following best, professional practices to bring with us services and the items that are part of the project picture. This would ensure we get the best value for our money and avoid costly mistakes.

Mr. Wynn this was revised after the Committee meeting on March 24. He had also recommended that the CFO be included in the decision-making.

Councilor Chin questioned the language in Section 2-388(a) and asked how would the City Manager and Public Works Director know what to recommend for professional services until bids are received.

Councilor Messinger explained if the City wanted to build a new building, the professional services the City Manager and Public Works Director may recommend might be needing an architect or the correct survey. These are the services that would go to bid. It would be clear and concise from the offset and there is no ambiguity.

Mayor Brown stated that because of the process she would see a checklist of services needed and best practices.

Mr. Roth explained that the deliverable expected from Council could be elaborated. He pointed out that a lot of the intention is that on top of everything else we have to do, what as a Council do we want to see done to make sure the project is done properly.

Vice Mayor Jones remarked that it seems to be pre-RFP of the standard procurement process. He suggested including all department heads for evaluating purposes.

Councilor Key stated that the City Manager had recommended including the CFO be a part of this and she asked what that would mean and when would that process take place.

Mr. Wynn commented that his thought process for that is we may get to the point where the amount of professional services is going to become more than the revenue we have available in one fiscal year. He would want to be able to consult with the CFO for that project's funding.

Mr. LaFleur stated that there are elements to project accounting. You may receive a grant that requires you to abide by certain regulations. There are certain elements where the finance department would need to be involved.

Councilor Messinger remarked that his concern is what are the professional services from the City Manager and Public Works Director to do it correctly. There could be a separate item to have the finance department report the viability of the service. He would not want to exclude a professional service from being brought to Council because it has been deemed internally prior to being presented. The financial analysis should be separate and independent.

Councilor Chin expressed that he is not sure the CFO would preclude the City Manager and Director of Public Services from offering what would be considered the best practices. The ordinance states that the Council should review the proposed project and this could be where we add the budgetary analysis.

Mr. Wynn commented that it sounds like we are getting into a matter of policy. He would prefer that Council set the ordinance and if there is a checklist that is needed, he would make sure it is created properly.

Mayor Brown stated that she would like this as complete as possible before coming to Council. She supports having a checklist as part of that.

Councilor Messinger suggested an amendment to include language that on a yearly basis a checklist will be provided for Council review.

Mayor Brown suggested moving this forward, which gives us time to make any changes.

CONSENSUS: **TO MOVE PROPOSED ORDINANCE NO. 2021, PROFESSIONAL SERVICES, TO FIRST READ ON MAY 3, 2021.**

CONTRACTS / AGREEMENTS / NONE

ISSUE DEVELOPMENT

Res. No. 2021-08, Order of Business

Resolution No. 2021-08, A Resolution Establishing the Order of Business for the City Council Regular and Workshop Meetings.

Councilor Chin stated this would give the opportunity for the City Manager to answer any questions or comments from the residents.

Councilor Messinger remarked it would be good policy and give the City Manager a chance to correct statements that are made during public comment.

CONSENSUS: **TO MOVE RESOLUTION NO. 2021-08 TO THE MAY 3, 2021 AGENDA**

PUBLIC COMMENT / NONE

COUNCIL COMMENTS

Councilor Chin questioned if the parking code would change with each meeting. Mr. Wynn stated he thought it would change each meeting.

Councilor Messinger commented in response to members of this body not being responsive. He reported that he forwards the request to the people managing and running the project asking for a detailed response and they provide that response. The request was sent at 3:30 p.m. and the reply was sent at 8:00 a.m. the next morning. All staff are replying back to people. Sometimes it takes more than two hours at the end of a business day. He added that Staff does a really good job of replying to requests.

Adjournment

There being no further business, the workshop meeting adjourned at 7:15 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City of Neptune Beach

Kristina L. Wright, FRA-RA, Community Development Director
116 First Street • Neptune Beach, Florida 32266-6140



MEMORANDUM

TO: Community Development Board

FROM: Kristina L. Wright, FRA-RA, Community Development Director

DATE: March 31, 2021

SUBJECT: SE 21-01 580 Atlantic BLVD (PIN: 172395-0130)

Background

Application SE 21-01 580 Atlantic is a request for a special exception outlined in Chapter 27, Article III, Division 9 and Section 27-226(j)(3)b of the Unified Land Development Code of Neptune Beach regarding Allowable Uses by Special exception in the C-3 Zoning District. The application is for Neptune Beach, FL Realty LLC for the property known as 540 through 580 Atlantic BLVD (PIN: 172395-0130). The applicant is requesting a special exception for the address of 580 Atlantic BLVD only. The applicant seeks approval for a special exception permit for outdoor seating/dining for an accessory restaurant use to the retail of a future Publix.

Summary

The Applicant's narrative reinforces that both the grocery store and the restaurant are permitted uses within the C-3 Zoning District and that it is the outdoor seating area that requires the Special Exception as per Section 27-226(j)(3)b of the Unified Land Development Code. The Applicant is the owner of 580 Atlantic Blvd. that has an approved Development Agreement and a Zoning Variance to permit the opening of a 29,810 SF Publix grocery store in the existing Lucky's Market premises. The applicant explains that the proposed small-format Publix within the City of Neptune Beach will include a POURS in-store beverage café, a prominent deli, and will sell prepared foods. Further, the Applicant proposes to construct a plaza which includes a designated outdoor seating and dining area to support the accessory Restaurant use.

Exhibit "A" depicts the proposed outdoor seating area for Publix together with the adjacent POURS café located inside the store. The outdoor seating area is accessed via a doorway offering a direct connection from the POURS café area to the outdoor seating and vice-versa. The interior POURS café area is proposed to be approximately 830 square feet, including both preparation and seating areas. The outdoor seating area is approximately 750 square feet. The Applicant further states that the outdoor seating area may be enclosed by a partition for alcoholic beverage licensing purposes. In sum, the Applicant seeks approval for a Special Exception for the outdoor seating/dining area at 580 Atlantic Blvd.

Sec. 27-160 Required Findings Needed to Recommend a Special Exception

1. Is the proposed use consistent with the Comprehensive Plan?

The proposed use is consistent with the Comprehensive Plan since Comprehensive Plan Goal A.1 is to preserve the pleasant character of the City. Outdoor seating is central to the pleasant character of the community as exemplified by many areas of the Beaches Town Center, Brew Hound Dog Park and Bar, and many properties with the same C-3 zoning as the subject property located along Atlantic Blvd.

2. Is the proposed use compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses?

The proposed use is compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses since the proposed Outdoor seating/dining use, is present at numerous properties directly adjacent to, or in vicinity of, the subject property, including immediately to the west at 630 Atlantic Blvd (multiple areas within Seminole Shoppes), immediately to the north at Beach Diner at 501 Atlantic Blvd. (located in Atlantic Beach), in the vicinity to the northeast at ABBQ at 461 Atlantic Blvd. (located in Atlantic Beach), and in the vicinity to the east at Kamiya 86 at 200 Third Street, and Al's Pizza at 240 Third Street.

3. Will the proposed use have an environmental impact that is inconsistent with the health, safety, and welfare of the community?

The proposed outdoor seating/dining use would be consistent with other existing similar uses within the community and would not have an environmental impact inconsistent with the health, safety, and welfare of the community. The closest public right-of-way to the proposed use is over 400 feet away. The proposed use is 350 feet away from the nearest residential home and will be shielded completely by the retail building.

4. Will the proposed use generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community?

The proposed outdoor seating/dining use is located over 400 feet from the nearest public right-of-way and the subject property is well-served by existing ingress and egress points and parking facilities. The proposed outdoor seating/dining use will be constructed together with an expanded pedestrian plaza, an expanded front walk, and a new sidewalk to Atlantic Blvd that will enhance pedestrian movement and provide traffic calming to create a walkable environment.

5. Will the proposed use have a detrimental effect on the future development of the area as allowed in the Comprehensive Plan?

The proposed outdoor seating/dining use supports “retail sales and service that serve the overall community” (Comp. Plan Policy A.1.4.2 C-3) by enhancing the property, encouraging occupancy by new retail sales and service, and providing high-quality space accessible to customers from the Beaches community.

6. Will the proposed use result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust, or physical activities inconsistent with existing or permissible uses in the area?

The proposed outdoor seating and dining area will be shielded by the building and will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust, or physical activities inconsistent with existing or permissible uses in the area.

7. Will the proposed use overburden existing public services and facilities?

The proposed outdoor seating/dining use would be professionally maintained and will not overburden existing public services and facilities.

8. Does the proposed use meet all other requirements as provided for elsewhere in the Code?

The proposed outdoor seating/dining use meets all other applicable requirements provided for in Chapter 27.

Staff Recommendation

Staff recommends approval of application SE 21-01 580 Atlantic BLVD.

Additional Information for Application for Special Exception – 580 Atlantic Blvd.

Applicant: Neptune Beach, FL Realty LLC

Describe Special Exception Request:

The Applicant is the owner of 580 Atlantic Blvd. and through a separate application for Zoning Variance, seeks to permit the opening of a 29,810 SF Publix grocery store in the existing Lucky's Market premises.

The proposed small-format Publix location for Neptune Beach plans to include a POURS in-store beverage café, a prominent deli, and prepared foods. While the primary use of the Publix remains a grocery store, innovation in grocery stores has created more opportunities for customers to purchase ready-to-eat food and beverages for consumption at the store. These features mirror national trends of innovative grocery stores, as Eater Magazine noted in a 2017 article, "The Rise of the Grocerant", a portmanteau of grocery and restaurant. A 2019 study by the Food Marketing Institute (FMI) noted that 68% of survey respondents expressed interest in grab-and-go, ready-to-eat options from grocery stores, and further, that "44% of consumers buy from the prepared food section [of grocery stores] one to three times a month." A 2020 article by Progressive Grocer notes that, "especially among Millennials and Gen Z consumers, who are high users of prepared foods, snack options are particularly important. Offering local smoothies or baked items can drive store choices and increase time spent in-store." While prepared foods and in-store dining is a growing trend and important to consumers, the FMI report noted that these options are still secondary to the primary grocery store use, stating that, "while consumers averaged 161 grocery trips per year, just 28.3 trips included a deli purchase and 20 included grocery foodservice items."

Sec. 27-15 of Code provides definitions of the primary use of the proposed Publix store is "*Retail, general* means any establishment that sells products at a retail level." Retail, general is a permitted use within the C-3 zoning district of the subject property. The Code also defines an Accessory use, "a use of land or of a structure or portion thereof customarily incidental and subordinate to the principal use of the land or of the structure and located on the same parcel with the principal use."

The Applicant proposes to the City that the ready-to-eat food and beverages for consumption at the store is an accessory Restaurant, interior service use to the primary Retail, general use. Restaurant, interior service is a permitted use the C-3 zoning district of the subject property.

Given the great climate of Neptune Beach and the community's affinity for the outdoors, the Applicant proposes to construct a showcase plaza which will include a designated outdoor area for Publix to operate an outdoor seating and dining area to support the accessory Restaurant use.

The diagram on Exhibit A depicts the proposed outdoor seating area for Publix together with the adjacent POURS café located inside the store. The outdoor seating area is accessed via a

doorway offering a direct connection from the POURS café area to the outdoor seating and vice-versa. The interior POURS café area is proposed to be approximately 830 square feet, including both preparation and seating areas. The outdoor seating area is approximately 750 square feet. The outdoor seating area may be enclosed by a partition for alcoholic beverage licensing purposes.

The Applicant seeks approval for a Special Exception permit for outdoor seating/dining for an accessory Restaurant use to Retail for Publix at 580 Atlantic Blvd.

The Unified Land Development Code (ULDC) requires that the Community Development Board may not recommend for approval unless it makes a positive finding, based on substantial competent evidence, outlined in Section 27160

1. Based on the required findings needed to issue a special exception in Section 27-160 explain the following:

A. How the proposed is consistent with the comprehensive plan:

Comprehensive Plan Goal A.1 is to preserve the pleasant character of the City. Outdoor seating is central to the pleasant character of the community as exemplified by many areas of the Beaches Town Center, Brew Hound Dog Park and Bar, and many properties with the same C-3 zoning as the subject property located along Atlantic Blvd.

B. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

Outdoor seating/dining, the proposed use, is present at numerous properties directly adjacent to or in vicinity of the subject property, including immediately to the west at 630 Atlantic Blvd (multiple areas within Seminole Shoppes), immediately to the north at Beach Diner at 501 Atlantic Blvd. (located in Atlantic Beach), in the vicinity to the northeast at ABBQ at 461 Atlantic Blvd. (located in Atlantic Beach), and in the vicinity to the east at Kamiya 86 at 200 Third Street, and Al's Pizza at 240 Third Street.

C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.

The proposed outdoor seating/dining use would be consistent with other existing similar uses within the community and would not have an environmental impact inconsistent with the health, safety and welfare of the community. The closest public right-of-way to the proposed use is over 400 feet away. The proposed use is 350 feet away from the nearest residential home and will be shielded completely by the retail building.

D. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.

The proposed outdoor seating/dining use is located over 400 feet from the nearest public right-of-way and the subject property is well-served by existing ingress and egress points and parking facilities. The proposed outdoor seating/dining use will be constructed together with an expanded pedestrian plaza, an expanded front walk, and a new sidewalk to Atlantic Blvd that will enhance pedestrian movement and provide traffic calming to create a walkable environment.

E. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.

The proposed outdoor seating/dining use supports "retail sales and service that serve the overall community" (Comp. Plan Policy A.1.4.2 C-3) by enhancing the property, encouraging occupancy by new retail sales and service, and providing high-quality space accessible to customers from the Beaches community.

F. Indicate how the proposed use would not overburden existing public services and facilities.

The proposed outdoor seating/dining use would be professionally maintained and will not overburden existing public services and facilities.

G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.

The proposed outdoor seating/dining use meets all other applicable requirements provided for in Chapter 27.

SE 21-01

APPLICATION FOR SPECIAL EXCEPTION

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 FAX: 270-2432



Application Fee: \$300 Residential / \$500 Commercial

Date Filed:

Name & Address of Property Owner:	Telephone: 240-888-9137
Neptune Beach, FL Realty LLC	E-Mail: agreene@tlmltd.com
295 Madison Ave, 37th Fl. New York, NY 10017	Real Estate #: 172,395-0130
Property Address (if different from mailing):	Lot Government Lot 2 Block: Section 21
580 Atlantic Blvd.	Subdivision: Township 2 South, Range 29 East
Neptune Beach, FL	Zoning District: C-3 Commercial

Name and Address of Agent:	Telephone:
	E-Mail:

Describe Special Exception Request:
Outdoor Seating for Publix. See attached for additional information.

The Unified Land Development Code (ULDC) requires that the Community Development Board may not recommend for approval unless it makes a positive finding, based on substantial competent evidence, outlined in Section 27160
1. Based on the required findings needed to issue a special exception in Section 27-160 explain the following (attach additional sheets as necessary):
A. How the proposed is consistent with the comprehensive plan: See attached.

B. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

See attached.

C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.

See attached.

D. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.

See attached.

E. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.

See attached.

F. Indicate how the proposed use would not overburden existing public services and facilities.

See attached.

G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.
See attached.

THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETINGS.

Per 27-163, If a special exception is granted the use or construction, must be commenced within twelve (12) months following the date the special exception is rendered or the special exception shall expire and be of no further force, validity, or effect.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A SPECIAL EXCEPTION AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)


Signature

NAME OF AUTHORIZED AGENT

Signature

B4: NEPTUNE BEACH, FL REALTY LLC

B9: TLM REALTY CORP., CLASS A
MANAGING MEMBER

NAME: ANDREW J. GREENE

TITLE: VICE PRESIDENT

[illegible]

**SE21-01
Application
for a Special
Exception for
Outdoor
dining at 580
Atlantic Blvd**

SE21-01 Application for a special exception as outlined in Chapter 27, Article 3 Division 9 and Section 27-226(j)(3)b of the Unified Land Development Code. Allowable uses by special exception in the C-3 zoning district. The application is made by Neptune Beach FL Realty, LLC for the property known as 580 Atlantic Blvd. (RE# 172395-0130). The applicant seeks approval for a special exception permit for outdoor seating/dining for an accessory restaurant use to the retail of a future Publix at 580 Atlantic Blvd.

Kristina Wright, stated that application SE 21-01 580 Atlantic is a request for a special exception outlined in Chapter 27, Article III, Division 9 and Section 27-226(j)(3)b of the Unified Land development Code of Neptune Beach regarding Allowable Uses by Special exception in the C-3 Zoning District. The application is for Neptune Beach, FL Realty LLC for the property known as 540 through 580 Atlantic BLVD (PIN: 172395-0130). The applicant is requesting a special exception for the address of 580 Atlantic BLVD only. The applicant seeks approval for a special exception permit for outdoor seating/dining for an accessory restaurant use to the retail of a future Publix.

The Applicant's narrative reinforces that both the grocery store and the restaurant are permitted uses within the C-3 Zoning District and that it is the outdoor seating area that requires the Special Exception as per Section 27-226(j)(3)b of the Unified Land Development Code. The Applicant is the owner of 580 Atlantic Blvd. that has an approved Development Agreement and a Zoning Variance to permit the opening of a 29,810 SF Publix grocery store in the existing Lucky's Market premises. The applicant explains that the proposed small-format Publix within the City of Neptune Beach will include a POURS in-store beverage café, a prominent deli, and will sell prepared foods. Further, the Applicant proposes to construct a plaza which that includes a designated outdoor seating and dining area to support the accessory Restaurant use.

Exhibit "A" depicts the proposed outdoor seating area for Publix together with the adjacent POURS café located inside the store. The outdoor seating area is accessed via a doorway offering a direct connection from the POURS café area to the outdoor seating and vice-versa. The interior POURS café area is proposed to be approximately 830 square feet, including both preparation and seating areas. The outdoor seating area is approximately 750 square feet. The Applicant further states that the outdoor seating area may be enclosed by a partition for alcoholic beverage licensing purposes. In sum, the Applicant seeks approval for a Special Exception for the outdoor seating/dining area at 580 Atlantic Blvd.

Sec. 27-160 Required Findings Needed to Recommend a Special Exception

1. Is the proposed use consistent with the Comprehensive Plan?

The proposed use is consistent with the Comprehensive Plan since Comprehensive Plan Goal A.1 is to preserve the pleasant character of the City. Outdoor seating is central to the pleasant character of the community as exemplified by many areas of the Beaches Town Center, Brew Hound Dog Park and Bar, and many properties with the same C-3 zoning as the subject property located along Atlantic Blvd.

- 2. Is the proposed use compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses?**

The proposed use is compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses since the proposed Outdoor seating/dining use, is present at numerous properties directly adjacent to, or in vicinity of, the subject property, including immediately to the west at 630 Atlantic Blvd (multiple areas within Seminole Shoppes), immediately to the north at Beach Diner at 501 Atlantic Blvd. (located in Atlantic Beach), in the vicinity to the northeast at ABBQ at 461 Atlantic Blvd. (located in Atlantic Beach), and in the vicinity to the east at Kamiya 86 at 200 Third Street, and Al's Pizza at 240 Third Street.

- 3. Will the proposed use have an environmental impact that is inconsistent with the health, safety, and welfare of the community?**

The proposed outdoor seating/dining use would be consistent with other existing similar uses within the community and would not have an environmental impact inconsistent with the health, safety, and welfare of the community. The closest public right-of-way to the proposed use is over 400 feet away. The proposed use is 350 feet away from the nearest residential home and will be shielded completely by the retail building.

- 4. Will the proposed use generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety, and welfare of the community?**

The proposed outdoor seating/dining use is located over 400 feet from the nearest public right-of-way and the subject property is well-served by existing ingress and egress points and parking facilities. The proposed outdoor seating/dining use will be constructed together with an expanded pedestrian plaza, an expanded front walk, and a new sidewalk to Atlantic Blvd that will enhance pedestrian movement and provide traffic calming to create a walkable environment.

- 5. Will the proposed use have a detrimental effect on the future development of the area as allowed in the Comprehensive Plan?**

The proposed outdoor seating/dining use supports "retail sales and service that serve the overall community" (Comp. Plan Policy A.1.4.2 C-3) by enhancing the property, encouraging occupancy by new retail sales and service, and providing high-quality space accessible to customers from the Beaches community.

6. Will the proposed use result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust, or physical activities inconsistent with existing or permissible uses in the area?

The proposed outdoor seating and dining area will be shielded by the building and will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust, or physical activities inconsistent with existing or permissible uses in the area.

7. Will the proposed use overburden existing public services and facilities?

The proposed outdoor seating/dining use would be professionally maintained and will not overburden existing public services and facilities.

8. Does the proposed use meet all other requirements as provided for elsewhere in the Code?

The proposed outdoor seating/dining use meets all other applicable requirements provided for in Chapter 27.

Staff Recommendation

Staff recommends approval of application SE 21-01 580 Atlantic Blvd.

Andrew Greene, Vice-President of Neptune Beach FL Realty, addressed the board and stated that they have been working with staff and Council to develop an agreement to develop the former Lucky's site. Construction could start in late June. Outdoor seating is what we heard the citizens wanted, so we created an outdoor space. Publix is proposing the "Pours" concept for this store. Pours will have an in-store beverage café, prominent deli and prepared foods. The outdoor seating area adjunct to the Pours café area would allow the patrons an option to enjoy the ready-to-eat food and beverages for consumption outside of the store.

Questions for the Board:

How do you prohibit the patrons from taking their drinks outside the dining area? The stated Alcohol and Tobacco department will require a barrier to be in place.

Are the tables going to be removed when the store is closed? The tables would be bolted down and not moveable. The area would be accessible after hours.

Chairperson Goodin opened the floor for public comments, there being no comments the public hearing was closed.

MOTION:

MOVE TO RECOMMEND TO CITY COUNCIL THE APPROVAL OF SE21-01 580 ATLANTIC BLVD. FOR OUTDOOR SEATING AND DINING.

Made by Raitti, seconded by Livingston.

Roll Call:

Ayes: 6-Randolph, Miller, Raitti Schwarzenberger, Livingston, Goodin

Noes: 0

MOTION APPROVED.

Applicant was informed this application would be forwarded to the City Council's May meeting and that they should attend that meeting.

Election of
Chair and
Vice-Chair

Election of Chair and Vice-Chair for a period of one year.

**MOTION: MOVE TO NOMINATE CHRISTOPHER GOODIN FOR BOARD CHAIR
AND NIA LIVINGSTON FOR VICE-CHAIR.**

Both nominees agreed to serve.

Made by Schwarzenberger, seconded by Randolph.

Roll Call:

Ayes: 6-Randolph, Miller, Raitti Schwarzenberger, Evens, Livingston, Goodin

Noes: 0

MOTION APPROVED.

Open Discussion

The code rewrite should address outdoor seating. The comprehensive plan elements are close to be finished and the board will be reviewing the first draft next month. The next board meeting will be May 12, 2021 at 6:00 pm.

Adjournment

There being no further business, the meeting adjourned at 7:11 p.m.

Christopher Goodin , Chairperson

ATTEST:

Piper Turner, Board Secretary



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

AGENDA ITEM: ORDINANCE NO. 2021-02, SECOND READ AND **PUBLIC HEARING**, An Ordinance Of The City Of Neptune Beach, Florida Amending Article Article V, Stormwater Utility System, of Chapter 23 of the Code of Ordinances, Utilities, By Amending Section 23-105, Billing And Payment, Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

SUBMITTED BY: Utility Billing Supervisor Rosemary Marrero

DATE: April 27, 2021

BACKGROUND: The after-hours reconnection fee for water/sewer is \$75.00. The after hours reconnection fee for stormwater is \$50.00. The utility department has requested to change the stormwater after-hours fee to be consistent.

The proposed ordinance was moved forward for first read at the March 15, 2021 Council Workshop.

Ordinance No. 2021-02 passed unanimously on First Read on April 5, 2021.

BUDGET: N/A

RECOMMENDATION: Adopt Ordinance No. 2021-02 on Second Read

ATTACHMENT: 1. Ord. No. 2021-02, Reconnection Fees

**SPONSORED BY:
COUNCILOR MESSINGER**



ORDINANCE NO. 2021-02

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING ARTICLE V, STORMWATER UTILITY SYSTEM, OF CHAPTER 23 OF THE CODE OF ORDINANCES, UTILITIES, BY AMENDING SECTION 23-105, BILLING AND PAYMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach operates multiple utility services, including water, sewer, and stormwater; and

WHEREAS, under the City's Code of Ordinances, fees are charged for reconnection of such services, including separate rates for reconnection during normal city hall business hours and reconnection outside those hours; and

WHEREAS, the Code of Ordinance currently provides for different fees for the reconnection outside of normal business hours for water and sewer services than for stormwater services; and

WHEREAS, the City Council desires for such fees to be consistent to assist staff in administration and to create consistency for customers; and

WHEREAS, the City Council of the City of Neptune Beach finds that these revisions to the City of Neptune Beach's Code will preserve, promote, and protect the health, safety, and welfare of its citizens.

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 23-105, of the Code of Ordinances of the City of Neptune Beach, Florida is hereby amended as follows:

Sec. 23-105. - Billing and payment.

- (a) The stormwater utility fee is to be paid as billed to the owner, tenant, or occupant of each utility account, which is subject to the stormwater fee. Persons using the services and facilities of the stormwater management system shall be rendered bills or statements. The bills for stormwater management shall be submitted on the same bills as the charges for water and sewer services; provided, however, that stormwater management service be made a separate item on such bills.

Such bills for stormwater management shall be due and payable monthly. Each utility account shall be billed a flat rate fee as established by the resolution of the city council for both residential and nonresidential classes.

- (b) Additional charge for delinquent payment. If any bill for the uses of the services and facilities of the stormwater management system, shall be and remain due and unpaid on or after the twenty-first (21st) day after the bill shall have been submitted to the consumer, an additional charge of ten (10) percent thereof shall be added thereto. If any bill for the use of the services and facilities of the stormwater management system shall be and remain unpaid after the twentieth (20th) day of each billing cycle in which the same shall have been submitted to the customer, a written notice shall be provided, which shall apprise such customer of the past due amount, the disconnection and availability of an administrative hearing. Upon such request, the city manager or his designee will afford an administrative hearing at the convenience of the customer to consider any complaint of erroneous or incorrect billing and to review any disputed bill and to rectify any error. Should such customer either fail for a period of nine (9) days to seek such an administrative hearing or fail to pay any sum determined to be properly due as a result of such administrative procedures, all services to such customer so in arrears shall be immediately disconnected/discontinued and shall not be reconnected or service shall not be re-established until all past due bills for water, trash/garbage collection, stormwater and/or sewer services are paid in full together with a reconnection charge of twenty-five dollars (\$25.00) during normal City Hall business hours and seventy-five dollars (\$75.00) ~~fifty dollars (\$50.00)~~ during other hours.

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

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

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

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	YES
Councilor Kerry Chin	YES
Councilor Lauren Key	ABSENT
Councilor Josh Messinger	YES

Passed on First Reading this 5th day of April, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

Passed on Second and Final Reading this _____ day of May, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Zachary Roth, City Attorney



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

AGENDA ITEM: ORDINANCE NO. 2021-04, FIRST READ AND **PUBLIC HEARING**, An Ordinance of the City of Neptune Beach, Florida, Amending Division 2, Purchasing and Contracts, of Article VI, Finance, of Chapter 2 of the Code Of Ordinances, Administration, by Creating Section 2-388, Professional Services Requirements; Providing for Conflicts; Providing for Severability; and Providing an Effective Date

SUBMITTED BY: Councilor Josh Messinger

DATE: April 27, 2021

BACKGROUND: The City from time to time undertakes various Capital Improvement Projects The Code of Ordinances provides no procedure for evaluation of projects to determine the professional services required to ensure efficient and proper completion of the project.

The proposed ordinance would establish such a procedure and ensure proper completion of capital improvement projects.

The proposed ordinance was discussed at the Joint Land Use and Parks and Strategic Planning Committee meeting on March 24, 2021 and the April 19, 2021 Council Workshop.

BUDGET: N/A

RECOMMENDATION: Consider Ordinance No. 2021-04 on First Read

ATTACHMENT: 1. Ord. No. 2021-04



A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING DIVISION 2, PURCHASING AND CONTRACTS, OF ARTICLE VI, FINANCE, OF CHAPTER 2 OF THE CODE OF ORDINANCES, ADMINISTRATION, BY CREATING SECTION 2-388, PROFESSIONAL SERVICES REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach from time to time undertakes various capital improvement projects of differing natures; and

WHEREAS, the differing nature of such capital improvement projects necessitates a case by case analysis of the professional services required to ensure efficient and proper completion of the project; and

WHEREAS, the Code of Ordinance of the City of Neptune Beach currently provides no procedure for evaluation of projects on a case by case basis to determine the professional services that should be obtained; and

WHEREAS, the City Council desires to establish such a procedure; and

WHEREAS, the City Council has determined that its involvement in the process will advance the City's interest in ensuring efficient and proper completion of capital improvement projects; and

WHEREAS, the City Council of the City of Neptune Beach finds that these revisions to the City of Neptune Beach's Code will preserve, promote, and protect the health, safety, and welfare of its citizens.

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

SECTION 1. Section 2-388, of the Code of Ordinances of the City of Neptune Beach, Florida is hereby created as follows:

Sec. 2-388. – Professional Services Requirements.

- (a) Notwithstanding anything to the contrary in this code, prior to solicitation of any bid or contract or otherwise undertaking any proposed capital

improvement project by the city, the city manager and director of public services shall jointly prepare a recommendation for professional services to be acquired for such capital improvement project for presentation to the city council and any committee responsible for planning of such capital improvement project. Such recommendation shall be based upon an analysis of those professional services acquired by similarly situated local governments engaging in best practices for similar capital improvement projects. The department head of the department for which the proposed capital improvement project is being undertaken may review such recommendation and provide independent input for consideration of the council. Such recommendation shall be provided to the director of finance in advance of presentation to the council and the director of finance shall prepare a separate financial analysis of the services proposed for independent presentation to the council.

- (b) The city council shall review the proposed capital improvement project and recommendation of the city manager and director of public services, and shall instruct city staff on the professional services that shall be obtained in the course of such capital improvement project.
- (c) In accordance with the terms of this code and Florida Statutes, the city shall procure the services of a firm or firms for each of the professional services required by the city council for each capital improvement project, as well as any others that may otherwise be required by law.
- (d) Definitions

Capital improvement project shall mean any major construction, expansion, purchase, or major repair or replacement of buildings, utility systems, streets, or other physical structures or property, for which the estimated cost exceeds the monetary threshold established in section 2-377(a) and has an expected life or useful life of at least five years.

Firm shall mean any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice their respective professional service.

Professional services shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

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

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

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

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

Passed on First Reading this ____ day of ____, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

Passed on Second and Final Reading this ____ day of ____, 2021

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Zachary Roth, City Attorney



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

AGENDA ITEM: RESOLUTION NO. 2021-08, A Resolution Establishing the Order of Business for the City Council Regular and Workshop Meetings.

SUBMITTED BY: City Clerk Catherine Ponson

DATE: April 27, 2021

BACKGROUND: The order of business must be set by resolution by Council, pursuant to Neptune Beach Code of Ordinances Section 2-33.

The change would place Communications/Correspondence/Reports after Comments from the Public.

Resolution No. 2021-08 was moved forward at the April 19, 2021 Council Workshop.

BUDGET: N/A

RECOMMENDATION: Adopt Resolution No. 2021-08, Order of Business

ATTACHMENT: 1. Resolution 2021-08, Order of Agenda



RESOLUTION NO. 2021-08
A RESOLUTION ESTABLISHING THE ORDER OF BUSINESS
FOR THE CITY COUNCIL REGULAR AND WORKSHOP MEETINGS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA;

The business of the Council shall be taken up for consideration and disposition in the following order by Resolution as per Section 2-33 Order of Business, Neptune Beach Code of Ordinances:

A. Regular Meetings.

1. Call to Order/ Roll Call / Pledge of Allegiance
2. Awards / Presentations / Recognition of Guests
3. Approval of Minutes
4. ~~Communications and Correspondence~~
 - ~~Mayor~~
 - ~~City Attorney~~
 - ~~City Council~~
 - ~~City Clerk~~
 - ~~City Manager~~
 - ~~Departmental Reports~~
4. Comments from the Public
5. ~~Comments from the Public~~
5. Communications and Correspondence
 - Mayor
 - City Attorney
 - City Council
 - City Clerk
 - City Manager
 - Departmental Reports
6. Consent Agenda
7. Variances / Special Exceptions / Development Orders
8. Ordinances
9. Old Business
10. New Business
11. Council Comments
12. Adjourn

B. Workshop Meetings.

1. Call to Order / Roll Call / Pledge of Allegiance
2. Awards / Presentations / Recognition of Guests
3. Departmental Score Card
4. Committee Reports

- Land Use and Parks Committee Report
- Strategic Planning/Visioning Committee Report
- Transportation and Public Safety
- Finance

5. Public Comments
6. Proposed Ordinances
7. Contracts / Agreements
8. Issue Development
9. Public Comments
10. Council Comments
11. Adjourn.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held this ____day of _____, 2021.

Elaine Brown , Mayor

Catherine Ponson, CMC
City Clerk

CITY OF NEPTUNE BEACH



FISCAL YEAR 2020 BUDGET AMENDMENTS



RESOLUTION NO. 2021-09

A RESOLUTION AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA, FOR FISCAL YEAR 2020, BEGINNING OCTOBER 01, 2019 AND ENDING SEPTEMBER 30, 2020.

WHEREAS, the City of Neptune Beach, Florida, adopted an operating budget for fiscal year 2020, and

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

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

The fiscal year 2020 Final Budget be Amended as follows:

<u>FY 2020 BUDGET AMENDMENT</u>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<u>GENERAL FUND</u>			
Revenue Additions:			
Funding from Reserves(1) (2) (3) (4)	357,913	271,200	629,113
Expenditures:			
Public Works Department (4)	617,656	36,200	653,856
Capital Outlay (1) (2) (3)	32,000	235,000	267,000

<u>FY 2020 BUDGET AMENDMENT</u>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<u>SPECIAL REVENUE FUNDS</u>			
Revenue Additions:			
Police Education Fund (6)	\$9,010	\$(5,510)	\$3,500
Community Development(7)	219,747	(38,764)	180,983
Convention Development Tax Fund (8)	60,030	(27,026)	33,004
Forfeiture Proceeds Fund (9)	1,396	-	1,396
Local Option Gas Tax (10)	288,893	(26,659)	262,234
Radio Communication Trust Fund (11)	15,497	(7,596)	7,901
Better Jax ½ Cent Tax Fund (12) (13) (14) (15) (16)	\$1,001,000	(837,434)	163,566
Holiday Décor Fund (17)	8,004	5,000	13,004
Streets Improvement Fund (18)	65,710	(73,133)	115,000
Expenditure Additions:			
Police Education Fund (6)	9,010	(5,510)	\$3,500
Community Development (7)	219,747	(38,764)	180,983
Convention Development Tax Fund (8)	60,030	(27,026)	33,004
Forfeiture Proceeds Fund (9)	1,396	-	1,396
Local Option Gas Tax (10)	288,893	(26,659)	262,234
Radio Communication Trust Fund (11)	15,497	(7,596)	7,901
Better Jax ½ Cent Tax Fund (12)(13) (14)(15)(16)	1,001,000	(837,434)	163,566
Holiday Décor Fund(17)	8,004	5,000	13,004

Streets Improvement Fund (18)	187,736	(73,133)	114,603
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<u>FY 2020 BUDGET AMENDMENT</u>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<u>CAPITAL PROJECT FUNDS</u>			
Revenue Additions:			
Capital Improvement Fund (15)	\$420,000	\$(300,000)	\$120,000
Jarboe Park CIP Fund (12)(13)(16)	893,088	(837,434)	55,654
Expenditures:			
Capital Improvement Fund (15)	420,000	\$(300,000)	\$120,000
Jarboe Park CIP Fund (12)(13)(16)	893,088	(837,434)	55,654

<u>FY 2020 BUDGET AMENDMENT</u>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<u>ENTERPRISE FUNDS</u>			
Revenue Additions:			
Water & Sewer (19) (20)(21)	\$4,688,070	\$ (617,121)	\$4,070,949
Expenditures:			
Water & Sewer -Supplies & Materials (20)	189,475	33,000	222,475
Water & Sewer – Contractual Services (19)	184,946	162,749	347,695
Water & Sewer – Debt Service (21)	31,029	302,825	333,854
Water & Sewer – Capital Outlay (21)	1,664,900	(1,115,695)	549,205

<u>FY 2020 BUDGET AMENDMENT</u>	FY 2020 Adjusted Budget	Amendment	Amended Budget FY 2020
<u>ENTERPRISE FUNDS</u>			
Revenue:			
Stormwater (22)	\$400,000	\$253,475	\$653,475
Expenditures:			
Stormwater -Capital Outlay(22)	9,000	253,475	262,475

<u>FY 2020 LINE ITEM TRANSFER</u>	FY 2020 Original Budget	Transfer	Adjusted Budget FY 2020
<u>ENTERPRISE FUNDS</u>			
Revenue: (24)(25)			
Mobility Program – Parking Fees	493,416	(110,000)	383,416
Expenditures: (24)(25)			
Mobility Program – Contractual Services	361,474	(237,271)	124,203
Mobility Program - Personnel Services	50	10,360	10,410
Mobility Program -Utilities	0	49,324	49,324
Mobility Program -Depreciation	0	5,500	5,500
Mobility Program – Repair & Maintenance	0	1,337	1,350
Mobility Program - Insurance	0	2,000	2,000
Mobility Program – Capital Outlay	0	58,750	58,750

ADOPTED by the City Council of the City of Neptune Beach, Florida, on this ____ day of May, 2021.

Elaine E. Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk



MEMORANDUM

Date: April 28, 2021

From: L Carl LaFleur, Chief Financial Officer *LL*

To: Stefen Wynn, City Manager

Subject: Fiscal Year 2020 Police Capital Projects Funding

Observation: Request to finance the capital projects account 300-1119-519-60-64 (formerly account **102-1119-519-60-64**) in the Capital Improvements Fund for **\$138,500** for police equipment was approved by Mayor & Council on **September 16, 2019**. Request to finance the Police Capital Outlay account **001-1221-521-60-62** in the amount of **\$5,000** was also approved by Mayor & Council on **September 16, 2019**. No capital expenditures incurred by the Police Department met the definition of a major capital improvements/project. All capital expenditures incurred by the Police Department was defined and charged to their general fund capital outlay account **001-1221-521-60-62**.

Result: Fiscal Year 2020 Police Department's capital outlay expenditures over budgeted by **\$146,385**. The unspent **\$138,500** Police Capital project funding returned to reserves.

General Rule: Routine Capital expenditures in the general fund are included in the appropriate functional category (i.e., purchase of a new police vehicle included as part of expenditures – public safety).

The Capital improvement/project funds are permitted to be used primarily for major projects (i.e., construction of a new city hall).

Recommendation: Budget adjustment be proposed and submitted to Mayor & Council for approval to retrieve the unspent funding from reserves and apply it to the Police Department's Capital outlay account.

**EXHIBIT A
CITY OF NEPTUNE BEACH
BUDGET AMENDMENT**

(1)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	001-1221-521-60-62	Building Improvements to Police Station	19,000.00	-
	001-0000-389-10-00	Funding from Reserves	-	19,000.00
This amendment includes changes in appropriations for the improvements to the Police Station to include the glass replacement and bathroom remodeling.				
(2)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	001-1221-521-60-64	POLICE VEHICLES AND EQUIPMENT	134,000.00	
	001-0000-389-10-00	Funding from Reserves		134,000.00
This amendment includes changes in appropriations for the purchase of 3 police vehicles (2 Tahoe Trucks and 1 Silverado) as well as the purchase Tasers Certifications.				
(3)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	001-1441-541-60-64	Public Works Equipment- Dumptruck	82,000.00	
	001-0000-389-10-00	Funding from Reserves		82,000.00
This amendment includes changes in appropriations for the purchase of a dump truck and a 6 yard refuse dumpster.				
(4)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	001-1441-541-10-12	REGULAR SALARIES	26,279.56	
	001-1441-541-10-14	OVERTIME	694.88	
	001-1441-541-10-15	SPECIAL PAY	382.70	
	001-1441-541-10-21	FICA	1,106.53	
	001-1441-541-10-22	RETIREMENT CONTRIBUTIONS	1,309.05	
	001-1441-541-10-23	LIFE & HEALTH INSURANCE	5,767.81	
	001-1441-541-10-24	WORKERS' COMPENSATION	400.59	
	001-1441-541-10-25	MEDICARE	258.88	
	001-0000-389-10-00	Funding from Reserves		36,200.00
This amendment includes changes in appropriations of the added personnel costs incurred during the fiscal year.				
(5)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	001-0000-311-20-10	Delinquent Taxes	21,051.38	
	001-0000-335-18-00	Local Half Cent Sales Taxes	99,748.48	
	001-0000-314-20-00	Telecommunications Tax	51,201.35	
	001-0000-351-10-00	Court Fines	12,421.40	
	001-1119-519-90-66	Virus Expenditures	79,039.46	
	001-0000-389-10-00	Funding from Reserves		263,462.07
This amendment includes changes in appropriations for reductions in revenue and COVID-19 costs.				
(6)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	101-0000-351-10-00	Court Costs	1,512.00	
	101-0000-389-10-00	Appropriated Fund Balance	3,998.04	
	101-1221-521-30-52	Operating Supplies		1,750.04
	101-1221-521-30-55	Educational Courses		3,760.00
This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Police Education Fund.				

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(7)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	103-0000-337-30-00	Physical Environment	11,833.00	
	103-0000-341-75-00	Class Fees	22,824.00	
	103-0000-341-76-00	Travel Fees	4,107.00	
	103-1110-569-30-34	Other Contractual Services		38,764.00
This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Community Development Fund.				
(8)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	105-0000-389-10-00	Appropriated Fund Balance	30,000.00	
	105-1772-572-30-34	Other Contractual Services	2,974.00	
	105-1772-572-60-62	Building Improvements		2,000.04
	105-1772-572-60-63	Improvements - Not Buildings		27,999.96
	105-0000-312-10-00	Local Option Tourist Tax		2,974.00
This amendment records the reduction of appropriated fund balance and building improvements for fiscal year 2020 and an increase in funding needed for Other Contractual Services.				
(9)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	106-0000-389-10-00	Appropriated Fund Balance	1,360.62	
	106-0000-351-20-00	Confiscated Property		1,360.62
This amendment removes appropriated expenditures and increases from proceeds in fiscal year 2020 in the Fines & Forfeitures Fund.				
(10)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	107-0000-312-40-00	Local Option Gas Tax/ALT Fuel	9,842.08	
	107-0000-389-10-00	Appropriated Fund Balance	16,816.92	
	107-1441-541-10-12	Regular Salaries		26,659.00
This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Local Option Gas Tax Fund.				
(11)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	108-0000-359-10-00	Radio Communication Trust	7,596.00	
	108-1221-521-30-52	Operating Supplies		7,596.00
This amendment records the reduction of expenditures and revenue funding in fiscal year 2020 in the Radio Communication Trust Fund.				
(12)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	109-1119-519-90-10	Transfer Out	27,376.00	
	109-0000-389-10-00	Appropriated Fund Balance		27,376.00
	301-1772-572-60-65	Construction in Progress	27,376.00	
	301-0000-381-00-00	Transfer In		27,376.00
This amendment records the reduction of transfers in fiscal year 2019 from the Better Jax Fund to Jarboe CIP and Capital Improvement Project Fund to remove deficit fund balance.				
(13)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	109-0000-389-10-00	Appropriated Fund Balance	490,883.92	
	109-1119-519-90-10	Transfer Out		490,883.92
	301-0000-381-00-00	Transfer In	490,883.92	
	301-1772-572-60-65	Construction in Progress		490,883.92
This amendment records the removal of appropriate funding reserves in fiscal year 2020 from the Better Jax Fund to Jarboe CIP Fund.				

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CITY OF NEPTUNE BEACH
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(14)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	109-0000-389-10-00	Appropriated Fund Balance	105,374.08	
	109-1119-519-90-10	Transfer Out		105,374.08
	301-0000-381-00-00	Transfer In	105,374.08	
	301-1772-572-60-65	Construction in Progress		105,374.08
	This amendment records the reduction of transfers in fiscal year 2020 from the Better Jax Fund to Jarboe CIP Fund.			
(15)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	109-0000-389-10-00	Appropriated Fund Balance	300,000.00	
	109-1119-519-90-10	Transfer Out		300,000.00
	300-0000-381-00-00	Transfer In	300,000.00	
	300-1110-569-60-65	Construction in Progress		300,000.00
	This amendment records the reduction of transfers in fiscal year 2020 from the Better Jax Fund to Capital Improvement Fund.			
(16)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	110-1119-519-30-50	Movies With Mayor-Expenses	5,000.00	
	110-0000-381-00-00	Movie With Mayor Revenues/Donations		5,000.00
	This budget amendment includes changes in funding and appropriations related to Movie With the Mayor Special Event in fiscal year 2020 from the Holiday Fund.			
(17)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	111-0000-389-10-00	Appropriated Fund Balance	73,132.81	
	111-1441-541-30-53	Road Materials		13,863.39
	111-1441-541-30-47	Town Center Expenditures		17,200.42
	111-1441-541-30-64	Machinery & Equipment		42,069.00
	This budget amendment includes changes in appropriated expenditures in fiscal year 2020 in the Streets Improvement Fund.			
(18)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	301-1772-572-60-65	Construction In Progress	31,448.48	
	301-0000-381-00-00	Funding from Reserves		31,448.48
	109-1119-519-90-10	Transfer Out	31,448.00	
	109-0000-389-10-00	Appropriated Fund Balance		31,448.00
	This amendment includes changes in appropriations for the design costs related to fiscal Year 2020 Jarboe Park CIP.			
(19)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	401-4335-535-30-34	Other Contractual Services	90,210.00	
	401-4336-536-30-34	Other Contractual Services	72,539.00	
	401-0000-343-51-16	Sewer Volume Charge		162,749.00
	This budget amendment includes changes in appropriations primarily for contractual service cost allocated for Dover Kohl comp plan, and direct services from Utility Service Inc for water tank maintenance, and waste water generator and varous upgrades.			

**EXHIBIT A
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(20)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	401-4335-535-30-52	Operating Supplies	33,000.00	
	401-0000-343-51-16	Sewer Volume Charge		18,000.00
	401-0000-343-31-16	Water Volume Charge		15,000.00
This budget amendment includes changes in appropriations primarily related to chemical inventory for water treatment .				
(21)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	401-4335-535-70-71	Debt Service - Principal	255,000.00	
	401-4335-535-70-72	Debt Service - Interest	47,825.00	
	401-0000-389-10-00	Budget Return to Reserves	886,365.00	
	401-4335-535-60-62	Improvements - Buildings		848,000.00
	401-4336-536-60-62	Improvements - Buildings		267,695.00
	401-0000-343-51-16	Sewer Volume Charge		73,495.00
				-
This budget amendment includes changes in appropriations primarily related to Debt Service on Long-term Revenue Note 2013A and return to reserves of Improvements on buildings not performed.				
(22)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	441-1441-541-60-63	Improvements - Not Buildings	253,475.00	
	441-0000-343-71-10	Stormwater Fees		253,475.00
This budget amendment includes changes in appropriations primarily related to services performed by Parsons Transportation Group.				
(23)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	500-1550-541-10-12	Regular Salaries	7,790.00	
	500-1550-541-10-21	FICA	300.00	
	500-1550-541-10-24	Worker's Compensation	2,250.00	
	500-1550-541-10-25	Medicare	70.18	
	500-1550-541-30-41	Communication services	2,381.00	
	500-1550-541-30-43	Utilities	513.00	
	500-1550-541-30-49	Other Current Charges	46,430.00	
	500-1550-541-30-46	Repair & Maintenance	1,337.00	
	500-1550-541-30-45	Insurance	2,000.00	
	500-1550-541-30-40	Travel & Per Diem		50.00
	500-1550-541-30-34	Other Contractual Services		63,021.18
This budget line item transfer includes changes in appropriations primarily related to the hiring of staff to run the Mobility Program.				
(24)	ACCOUNT NUMBER	JOURNAL ENTRY DESCRIPTION	DEBIT	CREDIT
	500-0000-343-41-40	Parking Fees	110,000.00	
	500-1550-541-60-64	Machinery & Equipment	58,750.00	
	500-1550-541-30-34	Other Contractual Services		168,750.00
This budget amendment includes changes in appropriations primarily related to the purchase of Parking Vehicle and parking meters.				

CITY OF NEPTUNE BEACH, FLORIDA
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
September 30, 2020

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes	\$ 2,992,042	\$ 2,992,042	\$ 2,970,991	\$ (21,051)
Franchise Fees	624,045	624,046	563,808	(60,238)
Licenses and Permits	238,963	238,965	234,325	(4,640)
Intergovernmental	1,419,559	1,477,145	1,367,216	(109,929)
Charges for Services	12,501	12,501	15,026	2,525
Fines and Forfeitures	55,595	55,595	45,512	(10,083)
Investment Income	29,775	29,775	63,329	33,554
Contributions and Donations	-	-	-	-
Miscellaneous	103,002	103,002	140,902	37,900
Total Revenues	5,475,483	5,533,071	5,401,109	(131,962)
Expenditures				
Current:				
General Government	1,059,066	1,330,125	1,435,168	(105,043)
Public Safety	3,661,618	3,719,203	3,714,191	5,012
Physical Environment	617,656	617,656	670,847	(53,191)
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	278,500	333,500	260,721	72,779
Capital Outlay	32,000	32,000	266,614	(234,614)
(Total Expenditures)	5,648,840	6,032,484	6,347,541	(315,057)
Excess (Deficiency) of Revenues Over				
(Under) Expenditures	(173,357)	(499,413)	(946,432)	(447,019)
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	16,500	16,500	25,844	9,344
Transfers in	130,000	250,000	250,000	-
Transfers (out)	(188,500)	(125,000)	(90,201)	34,799
Total Other Financing Sources (Uses)	(42,000)	141,500	185,643	44,143
Net Changes in Fund Balances	(215,357)	(357,913)	(760,789)	(402,876)
Fund Balances, Beginning of Year	2,505,290	2,505,290	2,505,290	-
Fund Balances, End of Year	\$ 2,289,933	\$ 2,147,377	\$ 1,744,501	\$ (402,876)

CITY OF NEPTUNE BEACH, FLORIDA
BETTER JACKSONVILLE HALF-CENT TAX FUND
BUDGETARY COMPARISON SCHEDULE
September 30, 2020

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes	\$ 507,116	\$ 507,116	\$ 453,888	\$ (53,228)
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	3,000	3,000	-	(3,000)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	510,116	510,116	453,888	(56,228)
Expenditures				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	550,000	4,742	-	4,742
(Total Expenditures)	550,000	4,742	-	4,742
Excess (Deficiency) of Revenues Over				
(Under) Expenditures	(39,884)	505,374	453,888	(51,486)
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	(451,000)	(996,258)	(128,824)	867,434
Total Other Financing Sources (Uses)	(451,000)	(996,258)	(128,824)	867,434
Net Changes in Fund Balances	(490,884)	(490,884)	325,064	815,948
Fund Balances, Beginning of Year	702,202	702,202	702,202	-
Fund Balances, End of Year	\$ 211,318	\$ 211,318	\$ 1,027,266	\$ 815,948

DESCRIPTION OF NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

- **Police Education Fund**—This fund accounts for revenues derived from county court costs. Expenditures are used to provide criminal justice education degree programs and training courses for Police Department personnel.
- **Community Development Block Grant Fund**—This fund accounts for federal grants through the Jacksonville Entitlement program, which provides funding for community development and improvements for qualified populations within the City.
- **Convention Development Tax Fund**—This fund is used to account for funds received from the levy of the local tourist development tax, which are used to promote convention and tourist development. By special act of the legislature, it can also be used for capital outlay in support of lifeguards and parks.
- **Forfeiture Proceeds Fund**—This fund accounts for revenue derived from confiscated property and cash. Proceeds are used to augment police activities.
- **Street Improvement Fund**—This fund accounts for the Eighth-cent Gasoline Tax. The revenue is restricted per Florida Statutes and may only be used for street construction and paving.
- **Local Option Gas Tax Fund**—This fund accounts for the City's share of county gas tax revenues. Funds may be used to support capital outlay and maintenance for local roads and drainage systems.
- **Radio Communications Fund**—This fund accounts for a portion of the revenues obtained from traffic violations. Expenditures are used to enhance public safety communications and automation.
- **Holiday Décor Fund**—This fund accounts for donations received from residents to be used for holiday decorations.

Capital Projects Funds

Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities, other than those financed by proprietary funds and trust funds. The City has two capital projects funds:

- **Capital Improvement Fund**—This fund accounts for capital expenditures throughout the City (other than those tracked in the Jarboe Park Fund).
- **Jarboe Park Capital Improvement Fund**—This fund accounts for capital expenditures related to the Jarboe Park improvement plan.

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Police Education Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	5,000	5,000	3,542	(1,458)
Investment Income	12	12	-	(12)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	5,012	5,012	3,542	(1,470)
Expenditures				
Current:				
General Government	-	-	-	-
Public Safety	9,010	9,010	852	8,158
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
(Total Expenditures)	9,010	9,010	852	8,158
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,998)	(3,998)	2,690	6,688
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	(3,998)	(3,998)	2,689	6,687
Fund Balances, Beginning of Year	12,201	12,201	12,201	-
Fund Balances, End of Year	\$ 8,203	\$ 8,203	\$ 14,891	\$ 6,688

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Community Development Block Grant Fund			
	Budgeted Amounts		Variance With
	Original	Final	Final Budget Positive (Negative)
Revenues			
Taxes	\$ -	\$ -	\$ -
Franchise Fees	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	44,895	44,895	(11,833)
Charges for Services	72,950	59,651	(26,930)
Fines and Forfeitures	-	-	-
Investment Income	-	-	-
Contributions and Donations	59,146	75,000	42,986
Miscellaneous	-	-	-
Total Revenues	176,992	179,546	4,222
Expenditures			
Current:			
General Government	-	-	-
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture and Recreation	196,991	199,747	63,334
Capital Outlay	-	-	-
(Total Expenditures)	196,991	199,747	83,535
Excess (Deficiency) of Revenues Over (Under) Expenditures	(19,999)	(20,201)	67,556
Other Financing Sources (Uses)			
Proceeds on Sale of Capital Assets	-	-	-
Transfers in	20,000	40,201	-
Transfers (out)	-	(20,000)	(20,000)
Total Other Financing Sources (Uses)	20,000	20,201	-
Net Changes in Fund Balances	1	-	67,556
Fund Balances, Beginning of Year	10,667	10,667	-
Fund Balances, End of Year	\$ 10,668	\$ 10,667	\$ 67,556

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Convention Development Tax Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	29,925	29,925	26,951	(2,974)
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	105	105	-	(105)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	30,030	30,030	26,951	(3,079)
Expenditures				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	5,704	5,705	8,710	(3,005)
Capital Outlay	44,325	44,325	5,138	39,187
(Total Expenditures)	50,029	50,030	13,848	36,182
Excess (Deficiency) of Revenues Over (Under) Expenditures	(19,999)	(20,000)	13,103	33,103
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	(10,000)	(10,000)	(10,000)	-
Total Other Financing Sources (Uses)	(10,000)	(10,000)	(10,000)	-
Net Changes in Fund Balances	(29,999)	(30,000)	3,103	33,103
Fund Balances, Beginning of Year	69,520	69,520	69,520	-
Fund Balances, End of Year	\$ 39,521	\$ 39,520	\$ 72,623	\$ 33,103

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Forfeiture Proceeds Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	1,617	1,617
Investment Income	35	35	-	(35)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	35	35	1,617	1,582
Expenditures				
Current:				
General Government	-	-	-	-
Public Safety	1,396	1,396	-	1,396
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
(Total Expenditures)	1,396	1,396	-	1,396
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,361)	(1,361)	1,617	2,978
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	(1,361)	(1,361)	1,617	2,978
Fund Balances, Beginning of Year	2,496	2,496	2,496	-
Fund Balances, End of Year	\$ 1,135	\$ 1,135	\$ 4,113	\$ 2,978

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Local Option Gas Tax Fund			
	Budgeted Amounts		Variance With Final Budget Positive (Negative)
	Original	Final	
Revenues			
Taxes	\$ -	\$ -	\$ -
Franchise Fees	272,076	272,076	(53,303)
Licenses and Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Fines and Forfeitures	-	-	-
Investment Income	-	-	-
Contributions and Donations	-	-	-
Miscellaneous	-	-	-
Total Revenues	<u>272,076</u>	<u>272,076</u>	<u>(53,303)</u>
Expenditures			
Current:			
General Government	-	-	-
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	272,064	272,063	36,292
Human Services	-	-	-
Culture and Recreation	-	-	-
Capital Outlay	-	-	-
(Total Expenditures)	<u>272,064</u>	<u>272,063</u>	<u>19,462</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	12	13	(33,828)
Other Financing Sources (Uses)			
Proceeds on Sale of Capital Assets	-	-	-
Transfers in	-	-	-
Transfers (out)	-	(16,830)	(16,830)
Total Other Financing Sources (Uses)	<u>-</u>	<u>(16,830)</u>	<u>(16,830)</u>
Net Changes in Fund Balances	12	(16,817)	(17,011)
Fund Balances, Beginning of Year	118,407	118,407	-
Fund Balances, End of Year	<u>\$ 118,419</u>	<u>\$ 101,590</u>	<u>\$ (17,011)</u>

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Radio Communication Trust Fund				
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	15,450	15,450	7,901	(7,549)
Investment Income	46	47	-	(47)
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	15,496	15,497	7,901	(7,596)
Expenditures				
Current:				
General Government	-	-	-	-
Public Safety	15,497	15,497	692	14,805
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
(Total Expenditures)	15,497	15,497	692	14,805
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1)	-	7,209	7,209
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	-	-	7,208	7,208
Fund Balances, Beginning of Year	13,486	13,486	13,486	-
Fund Balances, End of Year	\$ 13,486	\$ 13,486	\$ 20,694	\$ 7,208

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

	Holiday Décor Fund			Variance With Final Budget Positive Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	9	4	-	(4)
Contributions and Donations	8,000	8,000	8,000	-
Miscellaneous	-	-	5,000	5,000
Total Revenues	8,009	8,004	13,000	4,996
Expenditures				
Current:				
General Government	8,004	8,004	10,524	(2,520)
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
(Total Expenditures)	8,004	8,004	10,524	(2,520)
Excess (Deficiency) of Revenues Over (Under) Expenditures	5	-	2,476	2,476
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	5	-	2,476	2,476
Fund Balances, Beginning of Year	2,181	2,181	2,181	-
Fund Balances, End of Year	\$ 2,186	\$ 2,181	\$ 4,657	\$ 2,476

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Streets Improvement Fund			
	Budgeted Amounts		Variance With Final Budget Positive (Negative)
	Original	Final	
Revenues			
Taxes	\$ -	\$ -	\$ -
Franchise Fees	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	64,660	64,660	(10,036)
Charges for Services	-	-	-
Fines and Forfeitures	-	-	-
Investment Income	123,076	1,050	(1,050)
Contributions and Donations	-	-	-
Miscellaneous	-	-	-
Total Revenues	<u>187,736</u>	<u>65,710</u>	<u>(11,086)</u>
Expenditures			
Current:			
General Government	-	-	-
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	137,736	137,736	48,186
Human Services	-	-	-
Culture and Recreation	-	-	-
Capital Outlay	50,000	50,000	42,069
(Total Expenditures)	<u>187,736</u>	<u>187,736</u>	<u>90,256</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(122,026)	(42,856)
Other Financing Sources (Uses)			
Proceeds on Sale of Capital Assets	-	-	-
Transfers in	-	-	-
Transfers (out)	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net Changes in Fund Balances	-	(122,026)	(42,857)
Fund Balances, Beginning of Year	98,034	98,034	98,034
Fund Balances, End of Year	<u>\$ 98,034</u>	<u>\$ (23,992)</u>	<u>\$ 55,178</u>

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Capital Improvement Fund				
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Income	-	-	-	-
Contributions and Donations	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	-
Expenditures				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Physical Environment	-	-	-	-
Transportation	-	-	-	-
Human Services	-	-	-	-
Culture and Recreation	-	-	-	-
Capital Outlay	138,500	420,000	100,000	320,000
(Total Expenditures)	138,500	420,000	100,000	320,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(138,500)	(420,000)	(100,000)	320,000
Other Financing Sources (Uses)				
Proceeds on Sale of Capital Assets	-	-	-	-
Transfers in	138,500	420,000	120,000	(300,000)
Transfers (out)	-	-	-	-
Total Other Financing Sources (Uses)	138,500	420,000	120,000	(300,000)
Net Changes in Fund Balances	-	-	20,000	20,000
Fund Balances, Beginning of Year	-	-	-	-
Fund Balances, End of Year	\$ -	\$ -	\$ 20,000	\$ 20,000

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

Jarboe Park CIP Fund			
	Budgeted Amounts		Variance With Final Budget Positive (Negative)
	Original	Final	
Revenues			
Taxes	\$ -	\$ -	\$ -
Franchise Fees	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	390,000	200,000	(200,000)
Charges for Services	-	-	-
Fines and Forfeitures	-	-	-
Investment Income	-	-	-
Contributions and Donations	21,800	30,000	-
Miscellaneous	-	-	-
Total Revenues	<u>411,800</u>	<u>230,000</u>	<u>(200,000)</u>
Expenditures			
Current:			
General Government	-	-	-
Public Safety	-	-	-
Physical Environment	-	-	-
Transportation	-	-	-
Human Services	-	-	-
Culture and Recreation	44,500	-	(2,250)
Capital Outlay	477,300	893,088	861,640
(Total Expenditures)	<u>521,800</u>	<u>893,088</u>	<u>859,390</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(110,000)</u>	<u>(663,088)</u>	<u>(3,698)</u>
Other Financing Sources (Uses)			
Proceeds on Sale of Capital Assets	-	-	-
Transfers in	110,000	663,088	(567,434)
Transfers (out)	-	-	-
Total Other Financing Sources (Uses)	<u>110,000</u>	<u>663,088</u>	<u>(567,434)</u>
Net Changes in Fund Balances	-	-	91,956
Fund Balances, Beginning of Year	(27,376)	(27,376)	-
Fund Balances, End of Year	<u>\$ (27,376)</u>	<u>\$ (27,376)</u>	<u>\$ 91,956</u>

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

	Water and Sewer Fund			Variance With Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
Operating Revenue				
Charges for Services	\$ -	\$ -	\$ -	\$ -
Water Sales	1,715,403	1,715,402	1,806,897	91,495
Sewer Charges	2,972,668	2,972,668	3,149,863	177,195
Parking Charges	-	-	-	-
Total Operating Revenues	4,688,070	4,688,070	4,956,760	268,690
Operating Expenses				
Personnel Services	2,030,020	1,983,445	1,659,227	324,218
Utilities	285,920	285,920	250,747	35,173
Supplies and Materials	196,350	196,350	234,220	(37,870)
Contractual Services	184,946	184,946	221,921	(36,975)
Depreciation and Amortization	202,253	202,253	-	202,253
Repair and Maintenance	183,325	183,325	123,714	59,611
Insurance	92,700	92,700	89,914	2,786
Total Operating Expenses	3,175,514	3,128,939	2,579,742	549,197
Operating Income	1,512,556	1,559,131	2,377,018	817,887
Non-Operating Revenue (Expenses)				
Intergovernmental Revenue	3,000	3,000	-	(3,000)
Interest Revenue	7,036	7,036	1,100	(5,936)
Interest/Amortization Expense	(236,075)	(236,075)	(440,282)	(204,207)
Capital Outlay	(1,664,900)	(1,664,900)	(455,957)	1,208,943
Total Non-Operating Revenues (Expenses)	(1,890,939)	(1,890,939)	(895,139)	995,800
Income Before Operating Transfers	(378,383)	(331,808)	1,481,879	1,813,687
Transfers (out)	537,232	487,232	(170,000)	657,232
Change in Net Position	158,849	155,424	1,311,879	1,156,455
Total Net Position, Beginning of Year	13,282,090	13,282,090	13,282,090	-
Total Net Position, End of Year	\$ 13,440,939	\$ 13,437,514	\$ 14,593,969	\$ 1,156,455

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

	Sanitation			Variance With Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
Operating Revenue				
Charges for Services	\$ 1,472,524	\$ 1,472,524	\$ 1,427,929	\$ (44,595)
Water Sales	-	-	-	-
Sewer Charges	-	-	-	-
Parking Charges	-	-	-	-
Total Operating Revenues	<u>1,472,524</u>	<u>1,472,524</u>	<u>1,427,929</u>	<u>(44,595)</u>
Operating Expenses				
Personnel Services	235,064	235,065	197,969	37,096
Utilities	9,000	9,000	9,439	(439)
Supplies and Materials	9,475	9,475	5,310	4,165
Contractual Services	1,197,359	1,197,359	1,199,151	(1,792)
Depreciation and Amortization	-	-	-	-
Repair and Maintenance	9,810	9,810	7,348	2,462
Insurance	13,125	13,125	12,593	532
Total Operating Expenses	<u>1,473,833</u>	<u>1,473,834</u>	<u>1,431,809</u>	<u>42,025</u>
Operating Income	(1,309)	(1,310)	(3,880)	(2,570)
Non-Operating Revenue (Expenses)				
Intergovernmental Revenue	-	-	-	-
Interest Revenue	2,100	2,100	-	(2,100)
Interest/Amortization Expense	-	-	-	-
Capital Outlay	-	-	-	-
Total Non-Operating Revenues (Expenses)	<u>2,100</u>	<u>2,100</u>	<u>-</u>	<u>(2,100)</u>
Income Before Operating Transfers	<u>791</u>	<u>790</u>	<u>(3,880)</u>	<u>(4,670)</u>
Transfers (out)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Net Position	791	790	(3,880)	(4,670)
Total Net Position, Beginning of Year	(11,578)	(11,578)	(11,578)	-
Total Net Position, End of Year	<u>\$ (10,787)</u>	<u>\$ (10,788)</u>	<u>\$ (15,459)</u>	<u>\$ (4,671)</u>

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

	Stormwater			Variance With
	Budgeted Amounts		Actual	Final Budget
	Original	Final	Amounts	Positive
				(Negative)
Operating Revenue				
Charges for Services	\$ 400,000	\$ 400,000	\$ 1,154,189	\$ 754,189
Water Sales	-	-	-	-
Sewer Charges	-	-	-	-
Parking Charges	-	-	-	-
Total Operating Revenues	400,000	400,000	1,154,189	754,189
Operating Expenses				
Personnel Services	148,226	148,227	134,344	13,883
Utilities	2,150	2,150	1,538	612
Supplies and Materials	12,246	12,246	21,703	(9,457)
Contractual Services	39,800	39,800	33,141	6,659
Depreciation and Amortization	-	-	14,949	(14,949)
Repair and Maintenance	27,000	27,000	20,205	6,795
Insurance	8,400	8,400	8,545	(145)
Total Operating Expenses	237,822	237,823	234,425	3,398
Operating Income	162,178	162,177	919,764	757,587
Non-Operating Revenue (Expenses)				
Intergovernmental Revenue	-	-	-	-
Interest Revenue	1,875	1,875	-	(1,875)
Interest/Amortization Expense	(31,029)	(31,029)	(31,029)	-
Capital Outlay	(9,000)	(9,000)	(259,975)	(250,975)
Total Non-Operating Revenues (Expenses)	(38,154)	(38,154)	(291,004)	(252,850)
Income Before Operating Transfers	124,024	124,023	628,760	504,737
Transfers (out)	-	(50,000)	(50,000)	-
Change in Net Position	124,024	74,023	578,760	504,737
Total Net Position, Beginning of Year	583,143	583,143	583,143	-
Total Net Position, End of Year	\$ 707,167	\$ 657,166	1,161,903	\$ 504,737

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
September 30, 2020

	Mobility Program			Variance With Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
Operating Revenue				
Charges for Services	\$ -	\$ -	\$ -	\$ -
Water Sales	-	-	-	-
Sewer Charges	-	-	-	-
Parking Charges	493,416	493,416	382,651	(110,765)
Total Operating Revenues	<u>493,416</u>	<u>493,416</u>	<u>382,651</u>	<u>(110,765)</u>
Operating Expenses				
Personnel Services	-	50	11,768	(11,718)
Utilities	-	-	49,495	(49,495)
Supplies and Materials	5,000	5,000	5,427	(427)
Contractual Services	361,474	361,474	199,636	161,838
Depreciation and Amortization	-	-	5,408	(5,408)
Repair and Maintenance	-	-	1,337	(1,337)
Insurance	-	-	2,000	(2,000)
Total Operating Expenses	<u>386,474</u>	<u>386,524</u>	<u>284,730</u>	<u>101,794</u>
Operating Income	106,942	106,892	97,921	(8,971)
Non-Operating Revenue (Expenses)				
Intergovernmental Revenue	-	-	-	-
Interest Revenue	-	-	-	-
Interest/Amortization Expense	-	-	-	-
Capital Outlay	-	-	(58,750)	(58,750)
Total Non-Operating Revenues (Expenses)	<u>-</u>	<u>-</u>	<u>(58,750)</u>	<u>(58,750)</u>
Income Before Operating Transfers	<u>106,942</u>	<u>106,892</u>	<u>39,171</u>	<u>(67,721)</u>
Transfers (out)	<u>-</u>	<u>(20,000)</u>	<u>(20,000)</u>	<u>-</u>
Change in Net Position	106,942	86,892	19,172	(67,720)
Total Net Position, Beginning of Year	(24,761)	(24,761)	(24,761)	-
Total Net Position, End of Year	<u>\$ 82,181</u>	<u>\$ 62,131</u>	<u>\$ (5,589)</u>	<u>\$ (67,720)</u>



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

AGENDA ITEM: Approval of Community Resilience Planning Grant Reimbursable Contract

SUBMITTED BY: Grant and Resiliency Coordinator Colin Moore

DATE: April 27, 2021

BACKGROUND: On 10/3/2020, the City of Neptune Beach submitted an application to the Florida Department of Environmental Protection (DEP) for a \$66,000 resilience planning grant. Assistance in preparing the application was provided by the University of Florida (UF), and in anticipation of receiving the award the City entered into a Master Research Agreement with UF on 5/12/20.

On 7/20/21, the City was notified of the award but because of the late arrival of the official grant agreement from DEP, this project was not be included in the FY 2021 budget. UF began work on the deliverables pertaining to the grant on 9/20/2020 (see Exhibit A to the Master Research Agreement).

Deliverables 1 and 2 have been accepted by DEP and Deliverable 3 was submitted on 4/27/21 and is anticipated to be accepted soon. Because this is a reimbursable grant, the City must show proof of payment to UF in order to receive the \$66,000 reimbursement for the project. Rather than requesting reimbursements for the three separate deliverables from DEP, staff is recommending one payment to UF upon formal acceptance of Deliverable 3.

This request is for Council to approve Task Order #1 of the Master Research Agreement with UF.

BUDGET: \$66,000 in reimbursable funding from DEP

RECOMMENDATION: Approve Task Order 1 of the Master Research Agreement with the University of Florida

ATTACHMENT: 1. UF Master Research Agreement

MASTER RESEARCH AGREEMENT

UF Agreement #AGR00017688

THIS MASTER RESEARCH AGREEMENT is entered into as of the date of the last signature on this Master Research Agreement (hereinafter the "Effective Date") by the City of Neptune Beach ("City"/"City Sponsor"), a municipal corporation/subdivision of the state, with offices located at 116 First Street, Neptune Beach, FL 32266 (hereinafter "City Sponsor") and the University of Florida Board of Trustees, a public body corporate of the state of Florida with offices at the UF Division of City Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 (hereinafter "University"), each a "Party" and collectively referred to as the "Parties." City Sponsor and University agree to the following.

BACKGROUND

University's research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Master Agreement is aimed to produce results of mutual interest to the University and City Sponsor. Specifically, by advancing the instruction, research, and public service missions of the University and to City Sponsor through the potential to create or enhance technologies to assist in City Sponsor's development of new products or processes.

ARTICLE 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the research that the Parties describe in subsequent Task Orders (hereinafter "TO") to this Master Agreement (numbered serially), according to the standards of a United States institution of higher education. No TO or any modification to a TO is effective until authorized representatives of both parties have accepted and executed those understandings. Each TO executed under this Master Agreement represents a separate scope of research activity, hereinafter "TO Project".
- 1.2 Principal Investigator. Each TO shall name an individual who is responsible for the technical performance of the TO Project on behalf of University, hereinafter "Principal Investigator." If a Principal Investigator ceases to fulfill their duties as a Principal Investigator on an individual TO for any reason, University shall promptly notify City Sponsor, and University and City Sponsor shall use good faith efforts to identify a mutually acceptable replacement Principal Investigator within sixty (60) days from the date such notification is received, failing which University or City Sponsor may terminate the respective TO without consequence to this Master Agreement.
- 1.3 City Sponsor Technical Representative. Each TO shall name an individual who is City Sponsor's principal representative for consultation and communications with University and the Principal Investigator regarding technical matters that are involved with the TO Project hereinafter "City Sponsor Technical Representative". City Sponsor may change its City Sponsor Technical Representative upon thirty (30) days' written notice to University.

- 1.4 Consultation. The City Sponsor Technical Representative may consult informally with the TO Principal Investigator in person, by telephone, or by electronic means regarding the TO Project. University shall provide City Sponsor Technical Representative with reasonable access to University facilities where the TO Project is being conducted, but the Principal Investigator of that TO will determine the exact time and manner of access.

ARTICLE 2 – RECORDS AND REPORTS

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results (as defined in Subsection 5.1(b)), including laboratory notebooks, in accordance with customary University practice. During the duration of a TO under this Master Agreement and at the convenience of the Principal Investigator, the Principal Investigator shall provide the City Sponsor Technical Representative with reasonable access to TO specific records. An authorized representative of City Sponsor shall have the right during the term of the Master Agreement to inspect at reasonable and mutually agreed upon times the progress of any TO and all sites and facilities at which any TO is being performed.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the City Sponsor Technical Representative that assess the accomplishments of a TO Project according to the reporting schedule noted in the TO.

ARTICLE 3 - COSTS, BILLINGS, AND OTHER SUPPORT

- 3.1 Each TO will address the following:
- 3.1.1 Funding. Total Amount of obligated funding to University.
 - 3.1.2 Payment / Invoicing schedule. Fixed price lump sum schedule of payments.
 - 3.1.3 Performance Timelines. TO Performance dates.
 - 3.1.4 Scope of Activity. The University TO Project details.
 - 3.1.5 Reporting and Deliverables.
 - 3.1.6 Technical Representatives. University Principal Investigator and City Sponsor Technical Representative, with contact information.
- 3.2 City Sponsor shall make payments to the University of Florida and remit to:
- University of Florida
Revenue Team
Contracts and Grants Accounting Services
33 Tigert Hall
P. O. Box 113001
Gainesville, FL 32611-3001
(352) 392-1235
cgrevenue@admin.ufl.edu

City Sponsor shall include the Master Agreement Identifier UF Agreement #AGR00017688 and the specific TO number on all fiscal payments and correspondence.

- 3.3 University shall invoice the City Sponsor according to the TO specifics to the following address:

Mr. Stefen Wynn, City Manager
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

University shall include the Master Agreement Identifier UF Agreement #AGR00017688 and the specific TO number on all invoices and fiscal correspondence.

ARTICLE 4 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS

4.1 Publications.

(a) Policy. Under University policy, University researchers must have the freedom to publish research results in journals, these, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide City Sponsor copies of the proposed publication or presentation to allow City Sponsor to determine whether patentable subject matter or City Sponsor's Confidential Information (defined in Subsection 4.2(a)) would be disclosed.

(b) Patentable Subject Matter. If City Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).

(c) Confidential Information. If City Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains City Sponsor's confidential information, the researcher(s) shall delete City Sponsor's confidential information.

(d) Publication. If City Sponsor does not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

4.2 Confidential Information.

(a) Definition. "Confidential Information" means any confidential or proprietary information furnished by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with a TO Project that is specifically marked as confidential or followed up in

writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of a TO Project. University may refuse to accept any Confidential Information offered by City Sponsor.

(c) Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the Disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Master Agreement or a TO, at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Master Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose.

4.3 Proprietary Materials.

(a) Definition. "Proprietary Materials" means any proprietary materials that one Party furnishes to the other Party in connection with performance of a TO Project. Proprietary Materials do not include materials that are developed in a TO Project. "TO Materials" means materials that are developed in a TO Project.

(b) Limited Use and Transfer. The recipient may use Proprietary Materials only for performance of the TO Project and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials in any in vivo experiments on human subjects. The recipient may not transfer any Proprietary Materials to any third party without the prior written consent of the supplier. University and the Principal Investigator reserve the right to refuse to accept any Proprietary Materials offered by City Sponsor.

(c) Warranty Disclaimer. Proprietary Materials that are furnished pursuant to this Master Agreement are provided for experimental purposes and may have hazardous properties. NEITHER PARTY MAKES ANY REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS, INCLUDING,

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

(d) Ownership and Return. The supplier (or any third party entrusting its materials to the supplier) owns its Proprietary Materials. Upon expiration or termination of this Master Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) either destroy or return any unused Proprietary Materials.

ARTICLE 5 -- PROJECT INTELLECTUAL PROPERTY

5.1 Definitions.

(a) "Intellectual Property" means: (i) discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of a TO Project and (ii) unpatented technology or information that was developed by the Principal Investigator, which relates to a TO Project, to the extent wholly owned and controlled by University of Florida Research Foundation, Inc. (UFRF).

(b) "Background Intellectual Property" means any Intellectual Property owned or controlled by a Party as of the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) "Research Results" means data and technical information that are obtained in performance of a TO Project. The term Research Results does not include Intellectual Property.

5.2 Ownership. University owns Intellectual Property that is conceived or made solely by employees of University ("University Intellectual Property"). City Sponsor owns all Intellectual Property that is conceived or made solely by employees of City Sponsor ("City Sponsor Intellectual Property"). University and City Sponsor jointly own Intellectual Property that is conceived or made by employees of University and City Sponsor ("Joint Intellectual Property").

5.3 Disclosure. University shall provide City Sponsor with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to University's office of Tech Licensing ("OTL") with the identifying TO that developed the Intellectual Property. City Sponsor shall provide OTL with a written disclosure of any City Sponsor Intellectual Property promptly after it is disclosed by a City Sponsor employee to City Sponsor. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

5.4 Patent Rights.

(a) University Responsibility. If City Sponsor directs that a patent application for

University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of City Sponsor (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to City Sponsor. City Sponsor and University shall cooperate to assure that patent applications cover, to the best of City Sponsor's knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, City Sponsor may review and provide input. University shall keep City Sponsor reasonably apprised as to developments with respect to the patent applications and shall promptly supply to City Sponsor copies of all papers received and filed in connection with the prosecution. If City Sponsor decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University's sole expense with no further obligation to City Sponsor.

(b) Cooperation. University and City Sponsor shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

(c) Payment of Expenses. Within thirty (30) days after University invoices City Sponsor, City Sponsor shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). City Sponsor may elect, upon sixty (60) days' advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, City Sponsor loses all rights under this Master Agreement with respect to patent rights in those countries.

5.5 Option Rights. University grants City Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University's rights in Joint Intellectual Property (the "Option Right"). City Sponsor's right commences when University notifies City Sponsor pursuant to Section 5.3 and expires ninety (90) days later ("Option Period"). City Sponsor may exercise the Option Right by written notice to OTL during the Option Period. If City Sponsor does not exercise the Option Right during the Option Period, University may license its commercial rights under the relevant Intellectual Property to any third parties. If City Sponsor exercises the Option Right, OTL and City Sponsor shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after City Sponsor's exercise of the Option Right, University has no further obligation to City Sponsor for that Intellectual Property.

5.6 Licenses. In any license OTL grants to City Sponsor for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate City Sponsor to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.

- 5.7 **Use of Research Results.** Each Party may use Research Results for any purpose. However, in the case of City Sponsor, the use may not infringe any claim of a patent application or an issued patent included in University Intellectual Property rights for which City Sponsor has failed to obtain a license as provided in Section 5.5.
- 5.8 **Copyrightable Works.** University or its employees own any copyrighted or copyrightable works (including reports and publications) that are created by University employees in the performance of the Project. University and the Principal Investigator grant City Sponsor an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute any research reports that are furnished to City Sponsor under this Master Agreement.
- 5.9 **Research Partially Funded by Third Parties.** If any patentable invention in the Intellectual Property has been funded by the federal government, this Master Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local agency, this Master Agreement and the grant of rights in that Intellectual Property are subject to the terms of the applicable agreement. If any term of this Master Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

ARTICLE 6 - PUBLICITY

City Sponsor may not use the name of University or of any member of University's TO Project staff in any publicity, advertising, or news release without the prior written consent of University. Subject to Subsection 4.2(c)(iv), University may not use the name of City Sponsor or any employee of City Sponsor who is involved in any TO Project in any publicity, advertising, or news release without the prior written consent of City Sponsor. Notwithstanding any other provision of this Agreement, both parties acknowledge that under Section 1004.22, Florida Statutes, University shall be free to release the title and short description of the TO Projects, the name of the Principal Investigator, and the amount and source of funding provided for the TO Projects, without prior approval of City Sponsor.

ARTICLE 7 – WARRANTY DISCLAIMER; INDEMNITY

- 7.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS MASTER AGREEMENT, INCLUDING, THE PERFORMANCE OF, MATERIALS THAT ARE DEVELOPED IN OR RESULTS OF ANY TO PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF A TO PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS MASTER AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES

NO ASSURANCES THAT THE USE OF RESEARCH RESULTS, MATERIALS THAT ARE DEVELOPED IN A TO PROJECT OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

- 7.2 City Sponsor shall indemnify, defend, and hold harmless University, its trustees, officers, employees, and agents against any liabilities, damages, or claims (including attorneys' fees) that arise out of the use or possession of any information, reports, data, materials, services, intellectual property, and deliverables that are produced under this Master Agreement, except any liability, damages, or claims that result from negligence or willful malfeasance by University, its trustees, officers, employees, and agents.
- 7.3 University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of University and the officers, employees, servants, and agents thereof while acting in the scope of their employment by University. University represents that it is self-funded for liability insurance with such protection being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment. University and City Sponsor agree that nothing contained herein shall be construed as denying to either party any remedy or defense available to such party under the laws of the State of Florida. University and City Sponsor further agree that nothing contained herein shall be construed as a waiver of the sovereign immunity of University, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.
- 7.4 Each Party agrees to notify the other Party within thirty (30) days of receipt of any claims made for which the other Party might be liable under Sections 7.2 or 7.3, as the case may be. The liable Party will defend, negotiate, and settle such claims. The other Party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist therein; provided, however, that the liable Party will have final decision-making authority regarding all aspects of the defense of any claim. The Party seeking liability will provide the liable Party with such information and assistance as the liable Party may reasonably request, at the expense of the liable Party. Neither Party will be responsible or bound by any settlement of any third-party claim or suit made without its prior written consent; provided, however, that the liable Party will not unreasonably withhold or delay such consent. If a settlement contains an absolute waiver of liability for the liable Party, and each Party has acted in compliance with the requirements of this Section 7.4, then the liable Party's consent will be deemed given.
- 7.5 LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY OR PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ARTICLE 8 – DURATION AND TERMINATION

- 8.1 **Duration and Termination.** The duration of this Master Agreement is ten (10) years from the execution of both Parties, or until terminated by a Party in accordance with the provisions of this Section 8.1. Either Party may terminate this Master Agreement without cause upon thirty (30) days' prior written notice to the other. Upon termination of this Master Agreement any TO Project that is still in progress may continue to full completion without an interruption of prior terms. Early termination of a TO Project must have a TO specific termination under the same notice timeline as prescribed in this clause 8.1.
- 8.2 **Termination for Breach.** If either Party commits a material breach of this Master Agreement or a TO and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Master Agreement and/or the breaching TO by written notice to the other Party, effective upon receipt. Termination of a TO for breach does not automatically terminate the Master Agreement. Termination of the Master Agreement is a separate action.
- 8.3 **Surviving Terms.** Expiration or termination of this Master Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that City Sponsor's rights under Article 5 do not survive termination for non-payment of any amounts due under this agreement or any other material breach by City Sponsor. Except in the case of material breach by City Sponsor, expiration or termination of this Master Agreement does not affect the Parties' rights and obligations under Articles 3, 4, 6, 7, 8, and 10 or any TO that continues beyond the termination of this Master Agreement.
- 8.4 **Payments on Termination.** If this Master Agreement is terminated prior to its expiration for any reason other than a material breach by University, then on the effective date of termination, City Sponsor shall pay University (a) for reasonable costs that were actually incurred by University through the date of termination or for the work that was performed through the date of termination in accordance with a TO and (b) for all uncancellable financial commitments that University intended to pay through City Sponsor's funding under this Master Agreement, including, salaries for appointed employees (e.g., postdoctoral fellows) and stipends for graduate students for the remainder of their term of appointment. This payment stipulation covers TO's that have been also terminated in conjunction with this Master Agreement. This payment stipulation does not cover any TO's that have been terminated for a material breach by University. TO's that are allowed to continue after the Master Agreement termination (per 8.1) would not be subject to 8.4 early termination payment terms. University will promptly refund any monies paid in advance by City Sponsor for work not rendered under a relevant TO.

ARTICLE 9 - NOTICES

The Parties shall provide notices for this Master Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses.

If to City Sponsor

If to University:

Administrative/Contractual: Mr.
Stefen Wynn, City Manager
City of Neptune Beach
116 First Street
Neptune Beach, FL 33708 (904) 270-
2400, x31
cm@nbfl.us

Administrative/Contractual:
Division of Sponsored Programs
University of Florida
207 Grinter Hall
Gainesville, FL 32611-2037
(352)-392-9267
ufawards@ufl.edu

ARTICLE 10 -- MISCELLANEOUS

- 10.1 Independent Contractor. University and City Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 10.2 Insurance; Liability.
- (a) University has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. University has no liability insurance policy that can extend protection to any other person.
- (b) Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.
- 10.3 Governing Law. This Master Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Master Agreement in courts of competent jurisdiction in Alachua County, Florida.
- 10.4 Assignment. Neither Party may assign this Master Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Master Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 10.5 Master Agreement or TO Modification. The Parties may only modify this Master Agreement or TO by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes and for extending the end date of a TO Project. No other terms of this Agreement or a TO may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.
- 10.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including, fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to

avoid or remove causes of nonperformance and continues performance under this Master Agreement with reasonable dispatch after the causes are removed.

- 10.7 Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Master Agreement. City Sponsor shall notify University before providing University with any export-controlled information or materials.
- 10.8 Dispute Resolution. For any dispute related to this Master Agreement that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in Gainesville, Florida, failing which either Party may pursue any remedies legally available.
- 10.9 Severability. If any provision of this Master Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Master Agreement, and the Parties shall negotiate in good faith to modify the Master Agreement to preserve (to the extent possible) their original intent.
- 10.10 Entire Agreement. This Master Agreement and any TO's or modifications thereto constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 10.11 Counterparts and Execution. The Parties may execute this Master Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.
- 10.12 Headings. Headings are for convenience and do not affect the meaning of any provision of this Master Agreement.

[Remainder of Page Left Intentionally Blank]

THE PARTIES have caused this Master Agreement to be executed by their duly authorized representatives as shown below.

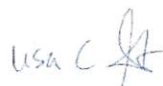
NEPTUNE BEACH

By: 
Authorized Signature

Stephen Wynn, City Manager
Printed Name & Title

5/12/2020
Date

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: 
Authorized Signature

Digitally signed by Lisa C Stroud
Date: 2020.05.12 14:46:03 -04'00'

Lisa Stroud, Associate Director UF | Research
Printed Name & Title

5/12/2020
Date

EXHIBIT A
APPENDIX A

MASTER AGREEMENT UF Agreement #AGR00017688
TASK ORDER #01

Project Title:

City of Neptune Beach Task Order 01

Sponsor Technical Representative:

Contact Information:

Colin Moore; 904-270-2400, x44; colinmoore@nbfl.us; 116 First Street, NEPTUNE BEACH, FL, 32266

University Principal Investigator:

Contact Information:

Pierce Jones; 352-392-8074; piercejones@ufl.edu; PO Box 110940, GAINESVILLE, FL, 32611-0940

Detailed Scope of Project → See attached EXHIBIT A

Funding:

Total amount funded under this TO: \$66,000

Payment Structure:

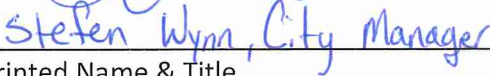
See attached Exhibit A

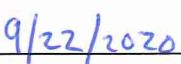
Performance Period: August 26, 2020 – April 30, 2021

CITY OF NEPTUNE BEACH

By: 

Authorized Signature


Printed Name & Title


Date

UF Agreement #AGR00019200

**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES**

By: 

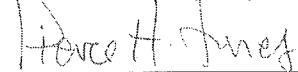
Authorized Signature

Amber Hardie, Sponsored Programs Manager
Printed Name & Title

9/20/2020
Date

Digitally signed
by Amber Hardie
Date: 2020.09.20
09:45:22 -04'00'

I acknowledge and agree to the terms of the Master Agreement Section 1.1 and Articles 2 and 4, and I reaffirm that I have assigned to University all of my right, title, and interest in any Intellectual Property.



DR. PIERCE JONES

University Principal Investigator

EXHIBIT A

UF Agreement #AGR00017688 TASK ORDER #1 DETAILED SCOPE OF PROJECT:		CITY OF NEPTUNE BEACH COMMUNITY RESILIENCE PLANNING	PERFORMANCE TIMELINE	PAYMENT SCHEDULE	
Priority	Task:	Subtasks:	Date:	Invoice Date:	Amount
1	In Collaboration with County Staff:				
	☐ Vulnerability Assessment		11/30/2020	12/31/2020	\$24,000
	☐ Alignment and Assessment Presentation Workshops		01/31/2021	02/28/2021	\$24,000
	☐ Final Project Assessment and Report		04/27/2021	05/31/2021	\$18,000
				TOTAL NTE	\$66,000



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

AGENDA ITEM: Approval of City of Neptune Beach Bid No. 2021-03, Florida Boulevard Culvert Replacement

SUBMITTED BY: Jim French, Public Works Director

DATE: April 27, 2021

BACKGROUND: The City's consultant, Parsons Transportation Group (Parsons), completed the drawings to replace the culvert under Florida Boulevard at the 5th Street intersection. The project includes replacing the existing culvert with two 7-foot box culverts, and the relocation of existing utilities to accommodate the project. Parsons also prepared a Preliminary Storm Sewer Design Report for stormwater projects east of A1A/3rd Street that includes a discussion of the replacement of the culvert under Florida Boulevard stating "It is likely that this new culvert will need to be in place to ensure that properties are not flooded by the increased flows from the storm sewer improvements of this report."

Staff prepared the front end bidding, specifications, and contract document needed for the public solicitation. The estimated construction cost exceeds \$325,000, is outside the specialty of City staff, and as such will need to be publicly bid. The project will be bid in accordance with State Law and the City's Ordinances for Procurement.

BUDGET: Staff budgeted \$950,000 for this project in Stormwater Utilities 441-1441-541-60-63 Improvements - Not Buildings. This project has no previous encumbrances.

RECOMMENDATION: Staff respectfully requests the Council's approval to allow staff to publicly advertise the project for the solicitation of contractors to bid on the project.

ATTACHMENT: 1. FL Blvd Bid Documents - 4-26-2021

CITY OF NEPTUNE BEACH
BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR
FLORIDA BLVD. CULVERT REPLACEMENT
CONB BID NO. 2021-03



BID DUE: June 17, 2021 at 2:00 PM (local time)

'PRE-BID'MEETING
May 27, 2021 at 10:00 AM (Local time)

APRIL 2021

**CITY OF NEPTUNE BEACH
CONB BID NO. 2021-03
FLORIDA BLVD. CULVERT REPLACEMENT**

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00300	Bid Form
00350	Contractor's Questionnaire
00400	Bid Bond
00420	Sworn Statements, Acknowledgements, and Affidavits
00425	W-9 Federal ID Number Form
00430	Trench Safety Affidavit
00440	Bonding Capacity Certification Letter
00450	Certificate of Insurance Form
00460	Acknowledgement of Conformance with OSHA Standards
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 Form
00700	General Conditions
00800	Supplementary Conditions to the General Conditions
00900	Addendum(s) and Modifications
DIVISION 1	GENERAL REQUIREMENTS
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**CITY OF NEPTUNE BEACH
CONB BID NO. 2021-03
FLORIDA BLVD. CULVERT REPLACEMENT**

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01400	Quality Control
01500	Construction Facilities
01600	Material and Equipment
01701	Project Closeout
01720	Record Documents
01730	Operating and Maintenance Data
01740	Warranties and Bonds

APPENDICES

APPENDIX "A"	FDEP Permit No. 0129067-022-DS
APPENDIX "B"	SJRWMD General Permit No. 161828-3
APPENDIX "C"	USACE Nationwide Permit (NWP) 43 – Stormwater Management Facilities
APPENDIX "D"	Procurement Drawings bearing the following title City of Neptune Beach - Florida Blvd. Culvert Replacement

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, June 17, 2021**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, for the following:

Florida Blvd. Culvert Replacement CONB BID NO. 2021-03

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

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; erosion and sedimentation control; temporary facilities; coordination, locating, and notifications with all underground utilities; maintenance of traffic; construction layout and staking; temporary dams, dewatering and storm water bypass; water main bypass, relocation, replacement, clearing for service, abandonment, and restoration; sewer main bypass, relocation, replacement, clearing for service, abandonment, and restoration; storm sewer bypass, relocation, replacement, clearing for service, abandonment, and restoration channel excavation and restoration; pavement removal, replacement and restoration; pavement marking and road signage; sidewalk removal and replacement; driveway removal and replacement; associated sitework, excavations, trench boxing, temporary sheet piles, filling, compaction, grading, landscaping, irrigation repairs, site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; and demobilization required to accomplish the removal and replacement the existing culvert at Florida Boulevard and 5th Street intersection.

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 **May 27, 2021 10:00 a.m., local time, at “Neptune House” in Jarboe Park: 510 Florida Blvd. Neptune Beach. Fl. 32266.** Representative of Owner will be

00020-1

present to discuss the Project. Anyone interested in submitting a Bid is strongly encouraged to attend. All Bidders will be responsible for any information discussed at the pre-Bid meeting.

*Questions should be directed in writing by email to the Issuing Office at pwbids@nbfl.us no later than **June 4, 2021 at 2:00 p.m., local time.***

Bids are due at 2:00 p.m., local time, June 17, 2021, 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 custody of the City Clerk's office.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2021-03 Florida Blvd. Culvert Replacement to be opened at 2:00 p.m., local time, June 17, 2021" 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

00020-2

SECTION 00200

INSTRUCTIONS TO BIDDERS

Prepared By



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INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

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

ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

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

ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

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

- A. Bidder's License Information: Include a Copy of Bidder's license(s).
- B. Bidder's Federal Employer Identification Number (FEIN).
- C. Bidder's SunBiz Document Number.
- D. Minimum Experience Requirements:
 - 1. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years.
 - 2. Proof that the Bidder is a licensed Florida General Contractor or Florida Underground Utility 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 underground utility work, submit the name and the experience of the subcontractor performing the work as specified on the contract. The underground utility 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 utility 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. MBE/WBE Status

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

ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through the Issuing Office.
- 4.02 It is the responsibility of each Bidder to be familiar with the general nature of the Work and satisfy the Bidder as to all federal, state, and local Laws and Regulations and visit the Site(s) and become familiar with and satisfy Bidder as to the general, local, and Site(s) conditions that may affect cost, progress, and performance of the Work. The Bidder shall consider the information known to

Bidder; information commonly known to contractors doing business in the locality of the Site(s); information and observations obtained from visits to the Site(s).

- 4.03 A pre-bid meeting will be held on May 27, 2021 at 10:00 a.m., local time at **“Neptune House” in Jarboe Park: 510 Florida Blvd. Neptune Beach. FL. 32266**. Anyone interested in submitting a bid is strongly encouraged to attend. The pre-bid meeting includes a site visit to allow the bidders to acquaint and familiarize themselves with site conditions. To limit person-to-person contact please limit attendance to prime and major trades. All bidders will be responsible for any information discussed at the pre-bid meeting and familiarizing themselves with the site.
- 4.04 Interpretations or clarifications considered necessary by Buyer or Engineer in response to questions arising at the pre-bid conference will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 4.05 Any additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Seller.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted in writing to the Issuing Office at pw bids@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 June 4, 2021 by 2:00 pm, local time may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Documents as deemed advisable by Buyer or Engineer.
- 5.04 Bidders shall have no contact related to this solicitation with the Buyer’s employees or officials during this solicitation process outside of any pre-Bid meeting. This shall include from the time the solicitation is advertised until after the Bids are submitted. Unauthorized contact with Buyer’s employees or officials may result in rejection of the bid. All communications with Buyer shall be in writing to the office indicated in this section or advertisement.

ARTICLE 6—BID SECURITY

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

Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract, provide all required insurance verification to the satisfaction of the Buyer, furnish an executed current version of IRS form W-9, and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

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

ARTICLE 7—PROCUREMENT CONTRACT TIMES

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

ARTICLE 8—LIQUIDATED DAMAGES

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

ARTICLE 9—"OR-EQUAL" ITEMS

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

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Procurement Documents. Additional copies of Procurement Documents may be obtained from the Issuing Office.
- 10.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Change," or "Not Applicable" may be entered.

- 10.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 10.04 Bidder shall:
- A. Sign the Bid Form as indicated in the Bid Form.
 - B. Include evidence of authority to sign.
 - C. Provide information on the individual to be contacted for any communications regarding the Bid including name, postal address, e-mail address, and telephone number.
 - D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 10.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth of the Bid Form.
- 10.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that:
- A. The Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Procurement Documents.
 - B. The Bidder has provided all written notice prior the submission of its Bid of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Procurement Documents and confirms that the written resolution thereof is acceptable to Bidder.
 - C. The Bidder has satisfied themselves that the Procurement Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
 - D. It is the Bidder's responsibility to read the Procurement Documents and Procurement Contract. Any variances must be clearly noted by the Bidder and attached as an appendix to the Bid. Bids may be considered nonresponsive if the Bidder communicates or submits any variances after the Bid opening date. If no variances or objections are submitted with the Bidder's submission it is hereby implied that no objection is taken with the solicitation documents or contract terms and conditions.

ARTICLE 11—BASIS OF BID; COMPARISON OF BIDS

11.01 *Unit Prices*

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.

- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

11.02 Buyer's Contingency Allowance

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

ARTICLE 12—SUBMITTAL OF BID

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

ARTICLE 13—MODIFICATION OR WITHDRAWAL OF BID

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

ARTICLE 14—OPENING OF BIDS

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

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

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

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

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

ARTICLE 17—BONDS AND INSURANCE

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

ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT

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

ARTICLE 19—SALES AND USE TAXES

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

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

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

SECTION 00300

BID FORM

CONB BID NO. 2021-03 Florida Blvd. Culvert Replacement

This Bid is submitted to The City of Neptune Beach.

In submitting this Bid, the Bidder represents that:

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

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

Bid Schedule:

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$	\$
4	Construction Engineering	LSum.	1	\$	\$
5	Construction Testing including QA/QC	LSum.	1	\$	\$
6	Photography and Video	LSum.	1	\$	\$
7	Maintenance of Traffic	DA	120	\$	\$
8	Work Zone Signage	ED	11,160	\$	\$
9	Channelizing Device, Type III, 6'	ED	1,440	\$	\$
10	Channelizing Device, Pedestrian LCD	LF	240	\$	\$
11	Portable Changeable Message Sign, Temporary	ED	28	\$	\$
12	Artificial Coverings/Rolled Erosion Control Products	SY	7	\$	\$
13	Runoff Control Structure	LF	93	\$	\$
14	Sediment Barrier	LF	303	\$	\$
15	Floating Turbidity Barrier	LF	47	\$	\$
16	Inlet Protection System	EA	2	\$	\$
17	Litter Removal	AC	2	\$	\$
18	Mowing	AC	1.28	\$	\$
19	Clearing & Grubbing	AC	0.55	\$	\$

20	Temporary stormwater diversions and bypass	SY	57	\$	\$
21	Removal of Existing Concrete	CY	605	\$	\$
22	Channel Excavation	CY	1	\$	\$
23	Embankment	SY	353	\$	\$
24	Type B Stabilization	SY	249	\$	\$
25	Optional Base, Base Group 4	SY	190	\$	\$
26	Milling Exist Ashp. Pavt. 1" Avg. Depth	TN	51.6	\$	\$
27	Superpave Asphaltic Concrete (A)	SY	56	\$	\$
28	Pavers, Architectural, Roadway	CY	350	\$	\$
29	Concrete Class IV, Culverts	LB	51,687	\$	\$
30	Reinforcing Steel, Roadway	EA	2	\$	\$
31	City of Jacksonville Curb Inlet	EA	1	\$	\$
32	Manholes, P-8, < 10'	LF	48	\$	\$
33	Pipe Culvert Optional Material, Round, 18" S/CD	LF	25	\$	\$
34	Pipe Culvert Optional Material, Round, 30" S/CD	EA	1	\$	\$
35	Mitered End Section, Optional Round, 30" CD	TN	161.8	\$	\$
36	Riprap, Rubble, F&I, Ditch Lining	TN	116.2	\$	\$
37	Bedding Stone	LF	277	\$	\$
38	Concrete Curb & Gutter, COJ	SY	207	\$	\$
39	Conc. Sidewalk and Driveways, 4"	SY	61	\$	\$
40	Conc. Sidewalk and Driveways, 6"	SF	117	\$	\$
41	Detectable Warnings	SY	1,502	\$	\$
42	Performance Turf, Sod	AS	4	\$	\$
43	Single Post Sign, F&I GM, <12 SF	AS	4	\$	\$
44	Single Post Sign, Relocate	AS	1	\$	\$
45	Single Post Sign, Remove	LF	42	\$	\$
46	Thermoplastic, Std, White, Solid, 24"	LF	209	\$	\$
47	Thermoplastic, Preform, White, Solid, 12"	LS	1	\$	\$
48	Utility Work, Sewer	LF	70	\$	\$
49	Pipe Removals, 8" Sewer	LF	73	\$	\$
50	Pipe Removals, 15" Gravity Sewer, Including Plugs	LF	83	\$	\$
51	8" DI Pipe, Restrained Joints	EA	4	\$	\$
52	8" DI MJ 45 Deg Bend	EA	2	\$	\$
53	8" MJ GV	EA	2	\$	\$
54	8" Thrust Collar Restraint	EA	2	\$	\$
55	8" HDPE to DI Transitions	EA	1	\$	\$
56	1" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$	\$
57	Sewer Bypass	LS	1	\$	\$
58	Utility Work, Water	LF	93	\$	\$
59	Pipe Removals, 8" Water	LF	78	\$	\$

60	Pipe Removals, 12" Water	LF	127	\$	\$
61	12" DI Pipe, Restrained Joints	LF	117	\$	\$
62	8" C900 DR-18, PVC Pipe, Restrained Joint	EA	6	\$	\$
63	12" DI MJ 45 Deg Bend	EA	2	\$	\$
64	8" DI MJ 45 Deg Bend	EA	2	\$	\$
65	12" DI MJ 90 Deg Bend	EA	1	\$	\$
66	8" DI MJ 90 Deg Bend	EA	2	\$	\$
67	12" Thrust Collar Restraint	EA	2	\$	\$
68	12" HDPE to DI Transitions	EA	2	\$	\$
69	8" Thrust Collar Restraint	EA	3	\$	\$
70	12" MJ GV	EA	3	\$	\$
71	8" MJ GV	EA	1	\$	\$
72	8" Cap	EA	1	\$	\$
73	12" x 12" x 8" DI MJ Tee	EA	1	\$	\$
74	12" x 12" DI MJ Tee	EA	1	\$	\$
75	12" x 8" DI MJ Reducer	EA	1	\$	\$
76	2" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$	\$
77	Potable Water Bypass	LSum.	1	\$	\$
78	As-built Survey	LSum.	1	\$	\$
79	Permit close-outs	EA	3	\$	\$
80	Site Restoration, landscaping, and clean-up	LSum.	1	\$	\$
81	Disposal and Disposal Fees	LSum.	1	\$	\$
82	Notices of Commencement and Termination	LSum.	1	\$	\$
Total of All Unit Price Bid Items					\$

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

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

Buyer's Contingency Allowance: \$75,000.00
(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: \$ _____
(Numerals)

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Addendum Receipt:

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

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder's DUNS Number: _____

Bidder's FEIN Number: _____

Bidder's License Information:

Bidder's License Type: _____

Bidder's License Category (if any): _____

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

Bidder's License No: _____

Bidder's License State: _____

License Name/Organization: _____

Bidder's Utility Sub-Contractor License Information:

Utility Sub-Contractor's License Type: _____

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

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

Utility Sub-Contractor's License No: _____

Utility Sub-Contractor's License State: _____

License Name/Organization: _____

MBE/WBE Utilization:

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

Total local preference percent utilization on this project: _____ %

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

	Prime	Sub	Supplier	MBE WBE	Local
1. _____	☐	☐	☐	☐	☐
2. _____	☐	☐	☐	☐	☐
3. _____	☐	☐	☐	☐	☐
4. _____	☐	☐	☐	☐	☐
5. _____	☐	☐	☐	☐	☐
6. _____	☐	☐	☐	☐	☐
7. _____	☐	☐	☐	☐	☐
8. _____	☐	☐	☐	☐	☐

Unauthorized Alien Statement:

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

List of Major Sub Contractors:

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

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

The Bidder expressly agrees that:

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

Category of Class	Name of Subcontractor, license type, and license no.	Address of Subcontractor

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

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

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

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

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

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

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

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

[Reminder of this page intentionally left blank]

This Bid is offered by:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

Classification:

Limitation:

**SECTION 00400
BID BOND**

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as Principal, and
_____, as Surety,

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

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, dated _____, 2021, for:

**FLORIDA BLVD. CULVERT REPLACEMENT
CONB BID NO. 2021-03
CITY OF NEPTUNE BEACH, FLORIDA**

NOW, THEREFORE:

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

00400-1

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

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

WITNESSES:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix

Seal) Business Address

City, State & Zip Code

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

(Corporate Seal)

STATE OF FLORIDA)
)
SS: COUNTY OF DUVAL)

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

Sworn and Subscribed to before me this _____ day of _____, 2021.

Notary Public

(Attach Power of Attorney
to original Bid Bond)

(Printed Name)

State of Florida at Large (Seal)

My commission expires: _____

**END OF SECTION
00400-3**

SECTION 00420
SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

State of Florida

County of Duval

_____ (“Affiant”), being first duly sworn, deposes and says that:

1. Affiant is _____ of _____, (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: _____

Subscribed and sworn before me this _____ day of _____, 2021, by

_____, who is personally known to me or has produced
_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

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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, _____, 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

Date: _____

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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: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 2021, by
_____, who is personally known to me or has produced
_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

SPACE INTENTIONALLY LET BLANK

00420-3

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

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

This sworn statement is submitted to the City of Neptune Beach

by: _____
(Print Name and Title)

for: _____
(Print Name of Entity Submitting Sworn Statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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- 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.]**

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

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 2021, by
_____, who is personally known to me or has produced
_____ as identification. _____

Notary Public

My Commission expires: _____

(Affix Seal)

Print Name

SPACE INTENTIONALLY LEFT BLANK

5. Drug-Free Workplace Form

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

_____ 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

Date

END OF SECTION

SECTION 00425

W-9 Form

(See next page for W-9 Form)

00425-1

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	
	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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►
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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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost
--	------------------	--------------------------------	--------------	------------------

BASE BID ITEMS:

A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

ALTERNATE NO. 1 ITEMS:

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: _____

DATE: _____

BY: _____

SECTION 00440
BONDING CAPACITY CERTIFICATION LETTER

OWNER:

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

BIDDER:

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

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 Florida Blvd. Culvert Replacement.

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

\$ _____ each occurrence

\$ _____ aggregate

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

Bidder's Bonding Rate _____%

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

\$ _____

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

A.M. Best Rating: _____

Financial Size Category: _____

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

SURETY COMPANY

Surety Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Date: _____

STATE OF _____ COUNTY OF _____

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

My commission expires:

NOTARY PUBLIC

END OF SECTION

SECTION 00500

PROCUREMENT AGREEMENT

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

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

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Documents. The Goods and Special Services include all necessary materials, equipment, machinery, tools, apparatus, means of transportation, permits and labor necessary to successfully perform and complete the Work as a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Provide all required bonds; insurance; mobilization; preconstruction site photographs and videos; erosion and sedimentation control; temporary facilities; coordination, locating, and notifications with all underground utilities; maintenance of traffic; construction layout and staking; temporary dams, dewatering and storm water bypass; water main bypass, relocation, replacement, clearing for service, abandonment, and restoration; sewer main bypass, relocation, replacement, clearing for service, abandonment, and restoration; storm sewer bypass, relocation, replacement, clearing for service, abandonment, and restoration channel excavation and restoration; pavement removal, replacement and restoration; pavement marking and road signage; sidewalk removal and replacement; driveway removal and replacement; associated sitework, excavations, trench boxing, temporary sheet piles, filling, compaction, grading, landscaping, irrigation repairs, site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; and demobilization required to accomplish the removal and replacement the existing culvert at Florida Boulevard and 5th Street intersection.

1.02 The Project

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Florida Blvd. Culvert Replacement

1.03 Point of Destination

- A. The Point of Destination is designated as: Jarboe Park 510 Florida Blvd. Neptune Beach. FL. 32266, and the intersection of Florida Boulevard and 5th Street.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

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

2.02 Schedule of Procurement Contract Times

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

Milestone	Days	Notes
Submit Shop Drawings	45	
Deliver acceptable Goods to Point of Destination	90	
The Work will be substantially completed within	180	
The Work will be completed and ready for final payment	210	

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

2.03 Shop Drawings and Samples

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

2.04 Liquidated Damages

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Work is not completed within the times specified within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but

not as a penalty) \$500 for each day that expires after the time specified in Paragraph 2.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Buyer, Seller shall pay Buyer \$200 for each day that expires after the time specified in Paragraph 2.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Procurement Contract Price and Total Price

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

Unit Price Goods and Special Services					
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$	\$
4	Construction Engineering	LSum.	1	\$	\$
5	Construction Testing including QA/QC	LSum.	1	\$	\$
6	Photography and Video	LSum.	1	\$	\$
7	Maintenance of Traffic	DA	120	\$	\$
8	Work Zone Signage	ED	11,160	\$	\$
9	Channelizing Device, Type III, 6'	ED	1,440	\$	\$
10	Channelizing Device, Pedestrian LCD	LF	240	\$	\$
11	Portable Changeable Message Sign, Temporary	ED	28	\$	\$
12	Artificial Coverings/Rolled Erosion Control Products	SY	7	\$	\$
13	Runoff Control Structure	LF	93	\$	\$
14	Sediment Barrier	LF	303	\$	\$
15	Floating Turbidity Barrier	LF	47	\$	\$
16	Inlet Protection System	EA	2	\$	\$
17	Litter Removal	AC	2	\$	\$
18	Mowing	AC	1.28	\$	\$
19	Clearing & Grubbing	AC	0.55	\$	\$

20	Temporary stormwater diversions and bypass	SY	57	\$	\$
21	Removal of Existing Concrete	CY	605	\$	\$
22	Channel Excavation	CY	1	\$	\$
23	Embankment	SY	353	\$	\$
24	Type B Stabilization	SY	249	\$	\$
25	Optional Base, Base Group 4	SY	190	\$	\$
26	Milling Exist Ashp. Pavt. 1" Avg. Depth	TN	51.6	\$	\$
27	Superpave Asphaltic Concrete (A)	SY	56	\$	\$
28	Pavers, Architectural, Roadway	CY	350	\$	\$
29	Concrete Class IV, Culverts	LB	51,687	\$	\$
30	Reinforcing Steel, Roadway	EA	2	\$	\$
31	City of Jacksonville Curb Inlet	EA	1	\$	\$
32	Manholes, P-8, < 10'	LF	48	\$	\$
33	Pipe Culvert Optional Material, Round, 18" S/CD	LF	25	\$	\$
34	Pipe Culvert Optional Material, Round, 30" S/CD	EA	1	\$	\$
35	Mitered End Section, Optional Round, 30" CD	TN	161.8	\$	\$
36	Riprap, Rubble, F&I, Ditch Lining	TN	116.2	\$	\$
37	Bedding Stone	LF	277	\$	\$
38	Concrete Curb & Gutter, COJ	SY	207	\$	\$
39	Conc. Sidewalk and Driveways, 4"	SY	61	\$	\$
40	Conc. Sidewalk and Driveways, 6"	SF	117	\$	\$
41	Detectable Warnings	SY	1,502	\$	\$
42	Performance Turf, Sod	AS	4	\$	\$
43	Single Post Sign, F&I GM, <12 SF	AS	4	\$	\$
44	Single Post Sign, Relocate	AS	1	\$	\$
45	Single Post Sign, Remove	LF	42	\$	\$
46	Thermoplastic, Std, White, Solid, 24"	LF	209	\$	\$
47	Thermoplastic, Preform, White, Solid, 12"	LS	1	\$	\$
48	Utility Work, Sewer	LF	70	\$	\$
49	Pipe Removals, 8" Sewer	LF	73	\$	\$
50	Pipe Removals, 15" Gravity Sewer, Including Plugs	LF	83	\$	\$
51	8" DI Pipe, Restrained Joints	EA	4	\$	\$
52	8" DI MJ 45 Deg Bend	EA	2	\$	\$
53	8" MJ GV	EA	2	\$	\$
54	8" Thrust Collar Restraint	EA	2	\$	\$

55	8" HDPE to DI Transitions	EA	1	\$	\$
56	1" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$	\$
57	Sewer Bypass	LS	1	\$	\$
58	Utility Work, Water	LF	93	\$	\$
59	Pipe Removals, 8" Water	LF	78	\$	\$
60	Pipe Removals, 12" Water	LF	127	\$	\$
61	12" DI Pipe, Restrained Joints	LF	117	\$	\$
62	8" C900 DR-18, PVC Pipe, Restrained Joint	EA	6	\$	\$
63	12" DI MJ 45 Deg Bend	EA	2	\$	\$
64	8" DI MJ 45 Deg Bend	EA	2	\$	\$
65	12" DI MJ 90 Deg Bend	EA	1	\$	\$
66	8" DI MJ 90 Deg Bend	EA	2	\$	\$
67	12" Thrust Collar Restraint	EA	2	\$	\$
68	12" HDPE to DI Transitions	EA	2	\$	\$
69	8" Thrust Collar Restraint	EA	3	\$	\$
70	12" MJ GV	EA	3	\$	\$
71	8" MJ GV	EA	1	\$	\$
72	8" Cap	EA	1	\$	\$
73	12" x 12" x 8" DI MJ Tee	EA	1	\$	\$
74	12" x 12" DI MJ Tee	EA	1	\$	\$
75	12" x 8" DI MJ Reducer	EA	1	\$	\$
76	2" Combination Air Release/Vacuum Valve Assembly with Enclosure	EA	1	\$	\$
77	Potable Water Bypass	LSum.	1	\$	\$
78	As-built Survey	LSum.	1	\$	\$
79	Permit close-outs	EA	3	\$	\$
80	Site Restoration, landscaping, and clean-up	LSum.	1	\$	\$
81	Disposal and Disposal Fees	LSum.	1	\$	\$
82	Notices of Commencement and Termination	LSum.	1	\$	\$
Total of All Unit Price Bid Items					\$

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.

4. The Buyer will determine the actual quantities and classifications of unit price items furnished by Seller. The Buyer will review with Seller the preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). The Buyer's written decision will be final and binding upon Buyer and Seller (except as modified by Buyer Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
 5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.
- B. Buyer's Contingency Allowance is stipulated as \$75,000. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
 - C. The Total Price is \$ **TBD** . Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

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

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

ARTICLE 4—PAYMENT PROCEDURES

4.01 Submittal and Processing of Applications for Payment

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

4.02 Progress Payments; Final Payment

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

4.03 Interest

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

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 Assignment of Contract

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

ARTICLE 6—PROCUREMENT DOCUMENTS

6.01 List of Procurement Documents

- A. The Procurement Documents consist of the following:
 - 1. This Procurement Agreement
 - 2. General Conditions of the Procurement Contract (Section 00700 pages 1 to 39, inclusive)
 - 3. Supplementary Conditions of the Procurement Contract (Section 00800 pages 1 to 5, inclusive)
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents
 - 5. Procurement Drawings:
 - a. Bearing the following title: Florida Blvd. Culvert Replacement, pages 1 to 32, inclusive
 - 6. Buyer supplied permits:
 - a. FDEP Permit No. 0129067-022-DS
 - b. SJRWMD General Permit No. 161828-3
 - c. USACE Nationwide Permit (NWP) 43 – Stormwater Management Facilities
 - 7. Addenda Numbers (numbers to , inclusive)
 - 8. Public Construction Performance and Payment bond, together with power of attorney (Section 00600 pages 1 to 3, inclusive)
 - 9. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____ , inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to _____ , inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Change Directives;
 - e. Field Orders; and
 - f. Warranty Bonds.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Documents other than those listed above.
- D. The Procurement Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller’s Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 1. Seller has examined and carefully studied the Procurement Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 5. Seller has given written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Documents, and the written resolution (if any) thereof is acceptable to Seller.
 6. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Documents.

7.02 Seller's Certifications

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

ARTICLE 8—OTHER PROVISIONS

8.01 Waiver

- A. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

8.02 Unauthorized Aliens

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

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

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

Buyer

Seller

Buyer of Neptune Beach

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
City Manager
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

2010 Forest Ave.

Neptune Beach, FL 32266

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
Public Works Director
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

2010 Forest Ave.

Neptune Beach, FL 32266

Phone: _____
904-270-2423

Phone: _____

Email: _____

Email: _____

SECTION 00600

Public Construction Performance and Payment Bond

STATE OF FLORIDA)
)
SS. COUNTY OF DUVAL)

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 2021, between Principal and Owner for construction of Florida Blvd. Culvert Replacement _____, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site

00600-1

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

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

Dated On: _____

Principal's Address:

Surety's Address:

Project Description and Location:

Florida Blvd. Culvert Replacement
City of Neptune Beach
Bid. No. 2021-03

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

00600-2

WITNESSES:

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip Code

SURETY:

Corporate Surety

Attorney-in-Fact (Affix

Seal) Business Address

City, State & Zip Code

Name of Local Insurance Agency

SECTION 00640
APPLICATION AND CERTIFICATION FOR PAYMENT

Owner:	<u>City of Neptune Beach</u>	Owner's Project No.:	<u>CONB Bid No. 2021-03</u>
Engineer:	<u></u>	Engineer's Project No.:	<u></u>
Contractor:	<u></u>	Contractor's Project No.:	<u></u>
Project:	<u>Florida Blvd. Culvert Replacement</u>		
Contract:	<u></u>		
Application No.:	<u></u>	Application Date:	<u></u>
Application Period:	From: <u></u>	To: <u></u>	

1. Original Contract Price	\$	-	
2. Net change by Change Orders	\$	-	
3. Current Contract Price (Line 1 + Line 2)	\$	-	
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-	
5. Retainage			
a. <u></u> X <u>\$ -</u> Work Completed	\$	-	
b. <u></u> X <u>\$ -</u> Stored Materials	\$	-	
c. Total Retainage (Line 5.a + Line 5.b)	\$	-	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-	
7. Less previous payments (Line 6 from prior application)			
8. Amount due this application	\$	-	
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u></u>			
Signature: <u></u>		Date: <u></u>	

Recommended by Engineer By: <u></u> Title: <u></u> Date: <u></u> Approved by Funding Agency By: <u></u> Title: <u></u> Date: <u></u>	Approved by Owner By: <u></u> Title: <u></u> Date: <u></u> Department Head By: <u></u> Title: <u></u> Date: <u></u>
---	--

00640-1

Section 00650

Request for Information (RFI)

Project: Florida Blvd. Culvert Replacement

RFI No.: _____

Date: _____

Owner: City of Neptune Beach

Project No.: CONB Bid No. 2021-03

Project Manager: _____

Engineer: _____

Project No.: _____

Project Manager: _____

Contractor: _____

Project No.: _____

Project Manager: _____

To: _____

From: _____

Contract document reference(s): _____

Description of RFI: ☐ Information ☐ Clarification ☐ Interpretation

Request for the items [*Described Below*] / [*in the Attached*]:

Requested By: _____

Date: _____

Signature

To: _____

From: _____

Response to RFI: ☐ Information ☐ Clarification ☐ Interpretation

Response to your request [*Described Below*] / [*in the Attached*]:

Response By: _____

Date: _____

Signature

CC: _____

00650-1

SECTION 00660

Change Order Request Form

Project: Florida Blvd. Culvert Replacement

Project No.: CONB Bid No. 2021-03

Change Order No.: _____

Change in Contract Times

(Days)

(Days)

Original Contract time:	Substantial Completion:	Ready for Final Payment:
Increased from previous C.O.:	Substantial Completion:	Ready for Final Payment:
Decreased from previous C.O.:	Substantial Completion:	Ready for Final Payment:
Contract time prior to this C.O.:	Substantial Completion:	Ready for Final Payment:
Increase in time on this C.O.:	Substantial Completion:	Ready for Final Payment:
Decrease in time on this C.O.:	Substantial Completion:	Ready for Final Payment:
Contract time with all approved C.O.s:	Substantial Completion:	Ready for Final Payment:

Change in Contract Price

Original Contract Price: _____
Increased from previously approved C.O.: _____
Decreased from previously approved C.O.: _____
Increase in Contract price this C.O.: _____
Decrease in Contract price this C.O.: _____
Contract price with all approved C.O.s: _____

The undersigned Seller certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Buyer, on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of the Seller incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the Buyer at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

Seller Name and Title

00660-1

SECTION 00660

Change Order Request Form

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				\$
Materials				\$
Equipment				\$
Maintenance of Traffic				\$
Bonding				\$
General Conditions				\$
Overhead and Profit				\$
				\$
				\$
Total firm fixed cost not to exceed amount:				\$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

Justification for the request: _____

State the firm fixed cost not to exceed amount in words:

Seller's Signature: _____

Date: _____

Printed Name: _____

Title: _____

00660-2

**SECTION 00800
GENERAL CONDITIONS**

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.

**STANDARD GENERAL CONDITIONS
OF THE PROCUREMENT CONTRACT**



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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
 2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
 3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
 5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
 7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
 9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
 10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
 11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not

limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.
20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is

indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
 1. The Procurement Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
 - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
 - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

- c. in the case of Special Services, have not been completed.
- 3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
- 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 5. The word “furnish,” when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times*: References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller’s Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer’s Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 Copies of Documents

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Preliminary Schedules

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
 - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
 - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
 - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
 - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
 - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 Preliminary Conference

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 Safety

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.
- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 Intent

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 Reference Standards

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's

obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Procurement Drawings and Procurement Specifications

- #### A.
- During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- #### B.
- Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or

Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 Reuse of Documents

- A. Seller and its subcontractors and suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 Commencement of Procurement Contract Times

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 Continuing Performance

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 Adjustments to Progress Schedule

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. inspection delays by governmental authorities, and custom delays;
 4. international shipping delays;
 5. acts or failures to act of third-party entities; and
 6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
 1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
 2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.
 3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.

- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.
- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 Insurance

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.
- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 Surety or Insurance Companies

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 Intellectual Property and License Fees

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights, or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 Seller's Infringement

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 Buyer's Infringement

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.
- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER’S RESPONSIBILITIES

7.01 Performance of Obligations

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 Labor, Materials and Equipment

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
 1. new, and of good quality;
 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 3. shop-assembled to the greatest extent practicable.

7.03 Laws and Regulations

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller’s obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller’s performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement

to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 “Or Equals”

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer’s review.
 - 1. If in Engineer’s sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an “or equal” item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer’s Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No “or equal” will be ordered, manufactured or utilized until Engineer’s review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer’s approval of an “or-equal” item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller’s expense a special performance guarantee or other surety with respect to any such proposed “or-equal.”
- D. *Data:* Seller shall provide all data in support of any such proposed “or equal” at Seller’s expense.

7.05 Taxes

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 Submittals

- A. *Shop Drawing and Sample Requirements*
 - 1. Before submitting a Shop Drawing or Sample, Seller shall:

- a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Seller shall submit the number of copies required in the Procurement Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.
 2. *Samples*
 - a. Seller shall submit the number of Samples required in the Procurement Specifications.
 - b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
 3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.
- C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may

impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
 - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 Concerning Subcontractors and Suppliers

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will

not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 Shipping

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 Delivery

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 Risk of Loss

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 Seller's Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
 - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
 - 1. observations by Buyer, Engineer, or Project Owner;
 - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 - 3. use of the Goods by Buyer or Project Owner;
 - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
 - 5. the end of the correction period established in Paragraph 9.04;
 - 6. the issuance of a notice of acceptance;
 - 7. any inspection, test or approval by others; or
 - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 Inspections and Testing

A. *General Provisions*

- 1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
- 2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
- 3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods

are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 Non-Conforming Goods and Special Services

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer,

remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 Correction Period

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 Engineer's Role Defined

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

10.02 Duties and Responsibilities; Authority; Limitations

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its

obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 Amending and Supplementing the Procurement Contract

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Buyer and Seller shall execute appropriate Change Orders covering:
 - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
 - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
 - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Change Directives

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are

unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 Buyer-Authorized Changes in the Goods and Special Services

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 Buyer's Contingency Allowance

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 Unauthorized Changes in the Goods and Special Services

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 Change of Procurement Contract Price

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
 - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
 - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
 - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 Change of Procurement Contract Times

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 Claims

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in

its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.
- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
 - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
 - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 Review of Applications for Progress Payments

- A. *Review of Applications*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
 - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
 - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
 - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
 - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
 - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
 - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
- a. the Goods and Services are non-conforming, requiring correction or replacement;
 - b. the Procurement Contract Price has been reduced by Change Orders;
 - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

- d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 Basis and Amount of Progress Payments

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 Suspension of or Reduction in Payment

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:
 - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
 - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
 - 3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
 - c. Seller has failed to provide and maintain required bonds or insurance;
 - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
 - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
 - g. the Procurement Contract Price has been reduced by Change Orders;
 - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
 - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

- j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 Final Payment

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 Waiver of Claims

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 Cancellation

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 Suspension of Performance by Buyer

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 Suspension of Performance by Seller

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 Breach and Termination

A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 Giving Notice

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 Controlling Law

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 Computation of Time

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 Entire Agreement

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS TO
THE GENERAL CONDITIONS

The following supplements modify, change from or add to the General Conditions of the Construction Contract, SECTION 600 – General Conditions. Where any article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

13. Engineer: Delete Paragraph in its entirety and replace with the following:

Engineer – the Architect, Engineer, or Project Manager individual or entity designated as such named in the Agreement.

Add the following new Defined Terms:

41. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

42. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

43. Proprietary Item - As used in the Contract Documents, includes goods, equipment, or materials integrated into the operations; considered strategic; requires compatibility with existing goods, equipment, or materials; or which could not be replaced or incorporated without substantial expenditures and the Seller shall include the specific item specified from the manufacturer or supplier indicated.

44. Substantial Completion—As used in the Contract Documents, includes the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

ARTICLE 2 – PRELIMINARY MATTERS

2.02.A In the first line, change the term “...one...” to read “...three...”.

ARTICLE 3 – PROCUREMENT CONTRACT DOCUMENTS

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3.01.G Add the following Paragraph 3.01G: "The Seller shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

3.02.C. Add the following new paragraph to paragraph 3.02.C:

"C. Sections of Division Zero and One - General Requirements govern the execution of all sections of the Specifications."

ARTICLE 4 – COMMENCEMENT AND SCHEDULE

4.01.A Delete Paragraph 4.01.A in its entirety and replace with the following:

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Procurement Contract or such other date as may be established therein."

4.01B Add the following new paragraphs after paragraph 4.01A:

"B The Seller shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

"C. By executing the Contract, Seller represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents."

"D. Notice of Commencement: Prior to starting construction, the Seller shall record a Notice of Commencement in the Duval County Clerk's office and forthwith post either a certified copy thereof or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof at the job site.

1. The Seller shall submit a copy of the Notice of Commencement to the Buyer and Engineer for review.
2. The Notice of Commencement shall comply with the requirements of Chapter 713.13 Florida Statutes.
3. The Notice of Commencement shall reference that the Seller has furnished a Payment Bond for the improvement of real property and the OWNER will look to the Seller's Payment Bond for protection on the work in accordance with Chapter 713.23 Florida Statutes."

ARTICLE 5 – BOND AND INSURANCE:

5.01B Delete Paragraph 5.01.B in its entirety and replace with the following:

"B. The Seller shall provide a two (2) year warranty bond, after the date of Final Completion, for the full and faithful performance and workmanship of the project for any Work that is found to be defective, or if the repair of any damages to the land or areas made available for Seller's use by Buyer or permitted by Laws and Regulations as contemplated."

5.02.H Add the following new paragraphs after paragraph 5.02.E:

“H. The Seller shall procure and maintain, at its sole expense for the period of construction of the Project and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated below:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Aggregate	\$2,000,000.00
Builder Risk/ Installation Floater	Full Replacement
Umbrella	\$1,000,000.00
Automobile (hired & non-owned	\$1,000,000.00
vehicles)	\$1,000,000.00 (if applicable)
Automobile (owned)	Statutory limits in compliance with
Workers Compensation	State and Federal Laws.

The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Buyer. Such insurance shall be written by an insurer with an A.M. Best Rating of A-X or better. ***Note: The City of Neptune Beach shall be listed as a named insurance certificate holder by the successful Bidder prior to beginning work.*** (This requirement is excepted for Worker's Compensation Insurance)."

"I. In addition to the insurance required to be provided by Seller, the Seller may purchase and maintain at Seller's expense Seller's own liability insurance as will protect Buyer against claims which may arise from operations under the Contract Documents including ensuing loss provision that includes faulty design, faulty materials, faulty workmanship or mechanical breakdown for the full replacement cost of the project."

"F. The Seller shall purchase and maintain property insurance upon the Work at the Site in the amount of the Total Project Cost thereof, including soft costs. Any exclusions or provisions in the insurance maintained by the Seller that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract. The Seller's

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insurance coverage shall be primary insurance as respects to the Buyer for all applicable policies. The coverages, limits and/or endorsements required herein protect the primary interests of the Buyer, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Seller against any loss exposures, whether as a result of this Agreement or otherwise. This property insurance shall:

1. include the interests of Buyer, Seller, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured. The Seller's insurance coverage shall be primary insurance as respects to the Buyer, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Buyer, its officials, employees, or volunteers shall be excess of the Seller's insurance and shall be non-contributory.;
2. for the installation of property and/or equipment be written on a Builder's Risk All Risk, Special Risk, or Special Causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, property, temporary buildings, temporary structures, temporary works, falsework, underground works, site work, paving, machinery, foundations, pipework, site preparation, excavations, equipment breakdown for cold testing, hot testing, waiver of occupancy clause endorsement, materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire; explosion; lightning extended coverage; theft, vandalism and malicious mischief; flood with no coinsurance clause; rising water; collapse; debris removal; demolition occasioned by enforcement of Laws and Regulations; wind; hurricane, tornado, and windstorm with no coinsurance clause; water damage; mechanical breakdown; and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. The Builders Risk should include waivers of subrogation to the extent damage is covered by the Builders Risk policy in favor of the OWNER, and the policy itself must allow for a written waiver of subrogation. Named Windstorm Deductibles, if any, must be disclosed. The policy shall contain no coinsurance clauses and note the individual coverages.
3. for the installation of materials and supplies include an Installation Floater that shall at least include all materials, equipment, and supplies in Seller's care, custody or control intended for installation at the Work site including transit to and from the Work site, awaiting and during installation, equipment breakdown for cold testing and hot testing such as: plumbing, HVAC, underground works, electrical systems, machinery, equipment, flooring, roofing, site piping, well casings, pumps, motors, meters, instrumentation and controls, windows, doors, generators, fixtures, hatches, lights, fencing, railings, ladders, walkways, instruments of transit, moveable goods, etc. The Installation Floater shall cover losses caused by: fire; lightning extended coverage; theft; explosion; vandalism and malicious mischief; flood with no coinsurance clause; rising water; hurricane, tornado, and windstorm with no coinsurance clause; water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. The policy shall contain no coinsurance clauses and note the individual coverages.
4. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
5. cover property, supplies, materials and equipment stored at the Site or at another location in Seller's care, custody or control including transit to and from the Work site;

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6. allow for partial utilization of the Work by Buyer and include a waiver of occupancy clause endorsement;
7. include testing and startup including equipment breakdown for cold testing and hot testing;
8. be maintained in effect until final payment is made unless otherwise agreed to in writing by Buyer, Seller and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

“G. The Seller has the sole responsibility for all insurance premiums or self-insured retention and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Buyer as an Additional Insured shall be at the Seller’s expense.”

ARTICLE 7 – SELLER’S RESPONSIBILITIES

7.09 Add the following new paragraph after 7.08:

“7.09. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR’s promises are:

1. One dollar (\$1.00) in hand paid by Buyer, Engineer, and Engineer’s employees to Seller, receipt whereof is hereby acknowledged and the adequacy of which the Seller accepts as completely fulfilling the obligations of Buyer, Engineer, and Engineer’s employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of Buyer and Seller into the construction contract because, but for the Seller’s promises as contained in the General Conditions, Buyer would not have entered into the construction contract with Seller.”

Article 11 – Changes

11.08.C add the following new paragraphs after 11.08B.3.:

“C. Where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price.

- A. Where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor’s Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum (which may include a reasonable allowance for overhead and profit”

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

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SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

- 1.1 Location of Work: Florida Blvd. Culvert Replacement
Intersection of Florida Boulevard and 5th Street
- 1.2 Description of Work: The Work consists of all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; erosion and sedimentation control; temporary facilities; coordination, locating, and notifications with all underground utilities; maintenance of traffic; construction layout and staking; temporary dams, dewatering and storm water bypass; water main bypass, relocation, replacement, clearing for service, abandonment, and restoration; sewer main bypass, relocation, replacement, clearing for service, abandonment, and restoration; storm sewer bypass, relocation, replacement, clearing for service, abandonment, and restoration channel excavation and restoration; pavement removal, replacement and restoration; pavement marking and road signage; sidewalk removal and replacement; driveway removal and replacement; associated sitework, excavations, trench boxing, temporary sheet piles, filling, compaction, grading, landscaping, irrigation repairs, site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; and demobilization required to accomplish the removal and replacement the existing culvert at Florida Boulevard and 5th Street intersection.

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.

- 1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:
- A. All labor, materials, and equipment.
 - B. Tools, construction equipment, and machinery.
 - C. Utilities required for construction.

- D. Temporary portable bathrooms, temporary utilities, dumpsters, construction and demolition debris removal, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.
- E. All legally required sales, consumer, and use taxes.
- F. All applicable permits, government fees, and licenses.
- G. Survey services for construction layout and record drawings.
- H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

- A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.
- B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- D. Provide and submit a Construction Work Plan and Quality Control Plan to the Owner.

1.5 Work Sequence:

- A. Coordinate with Owner.
- B. Contractors construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.
- C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

- A. Do not unreasonably encumber sites with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises.

- C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Contractor's Spend Down Schedule
 - c. Application for Payment forms, including Continuation Sheets.
 - d. List of subcontractors.
 - e. Schedule of allowances.
 - f. Schedule of alternates.
 - g. List of products.
 - h. List of principal suppliers and fabricators.
 - i. Schedule of submittals.
2. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project information on the Schedule of Values:
 - a. Project name and location

- b. Name of the Engineer
 - c. Project number
 - d. Contractor's name and address
 - e. Date of submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division
 - b. Description of Work
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Orders (numbers) that affect value
 - g. Dollar value of both labor and materials
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
8. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules and Drawdown Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

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- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers for such items.
 - 3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction meeting.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire the Owner's insurance.
 17. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverages.
 - k. Final progress photographs.
 - l. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

- A. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the FDOT Specifications or DOT Specifications.
- B. All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, and ordinances.
- C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

- A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
- B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

- A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.
- B. The Contractor shall conform to all FDEP wastewater collection/transmission rules and regulations and shall be responsible for installing and testing mains to achieve clearance under this permit, where applicable.
- C. The Contractor shall conform to the SJRWMD General Permit No. 161828-3 requirements, and shall be responsible for installing, testing and submitting any required regulatory compliance documents including permit close-out documents to achieve clearance under this permit, where applicable.
- D. The Contractor shall conform to the USACE Nationwide Permit (NWP) 43 – Stormwater Management Facilities requirements, and shall be responsible for

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installing, testing, noticing, and submitting any required regulatory compliance documents including permit close-out documents to achieve clearance under this permit, where applicable.

- E. The Contractor shall conform to the FDEP drinking water transmission *permit No. 0129067-022-DS requirements*, and shall be responsible for installing, testing mains, and submitting any required regulatory compliance documents including permit close-out documents to achieve clearance under this permit, where applicable.
- F. The Contractor shall secure any NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District. The Contractor shall comply with any applicable conditions of the permit.
- G. The Contractor shall secure any Generic Permit for Stormwater Discharge from Large & Small Construction Activities. The Contractor shall comply with all General Conditions and Specific Conditions, where applicable.
- H. The Contractor shall conform to the FDOT Specifications for road and bridge construction.
- I. The Contractor shall secure any and all permits required by the Building Department for all work included for this project.
- J. The Contractor shall secure any Rights-of-way permits required for all work included for this project.
- K. The Contractor shall secure any permit required for temporary or permanent electrical service by the Beaches Energy.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule and work plan such as the Critical Path Method (CPM)
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.

1.2 Definitions

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 15 working days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 15 working days for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor without Contractor's review and approval markings and the action taken.

- D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

- A. Bar-Chart Schedule and Spend Down Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule and spend down schedule. Submit within 20 days after the date established for "Commencement of the Work."
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, spend down plan, and other schedules.
 - 3. Identify critical paths.
 - 4. Identify Milestone dates.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
 2. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Submittals: Submit one reproducible and two blue- or black line print; the reproducible will be returned.

1.6 Product Data

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Engineer will retain one and will return the others marked with action taken and corrections or modifications required.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Engineer's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Engineer will review and return preliminary submittals with the Engineer's notation, indicating selection and other action.
 4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."
- D. Contractor shall submit for approval a "Contractor Quality Control Plan" which shall contain, as a minimum, Contractor's quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.
 1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.
 2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Engineer's Action

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.
- C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."
- D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01301

ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.01 DEFINITIONS

- A. Decision/Action Tracking Report – A report prepared by the Seller recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the items, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Provide one (1) copy of the Decision/Action tracking report to all attendees and three (3) copies to Buyer within forty-eight (48) hours of the meetings.
- B. General Superintendent (Superintendent) – Is responsible for administration of the Seller's Work and the coordination of the Work of the Seller, Subcontractors, and suppliers. The General Superintendent must be on-site at all times work is being performed. No Work may proceed on the site without the presence of the Superintendent or the Buyer-accepted Alternate. The Superintendent may not be absent from the project site for more than two (2) consecutive weeks and/or 20 total work days in the course of any 12-month period.
- C. Progress Reports - A daily report prepared by the Seller recording all actions, testing, daily activities, subcontractors, work progress, weather conditions, quality assurance, received materials and equipment, workforce, visitors, and decisions relating to the work performed on the project at the site.

1.02 COORDINATION

- A. Seller must not delegate Seller's responsibility for coordination of the Work to any Subcontractor.
- B. Seller must provide a General Superintendent whose sole responsibility is administration of the Seller's Work at the site and the coordination of the Work of the Seller's Subcontractors and suppliers.
- C. Seller must provide administrative and supervisory personnel as needed or required for times compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
- D. Seller must ensure that each Subcontractor provides personnel as reasonably required for the management and coordination of the Subcontractor's Work and for the coordination of the Subcontractor's Work with the Work of the entire Project.

E. Seller must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire project including but not limited to:

1. Coordinating all aspects of the Work as required to provide the Buyer with a complete and operable facility.
2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire project.
3. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
4. Coordinating the Work included in different Sections of the Project that depend on each other for proper installation, connection, and operation.
5. Coordinating the Work of all Subcontractors and suppliers.
6. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.
7. Coordinating Work, particularly between trades, including the work of Buyer and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly provided and installed as Work progresses.
8. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown, specified, or as reasonably implied by the Contract Documents.
9. Coordinating for future installation of work by others that is not included in the Seller's Work but is shown or specified in the Contract Documents.
10. Coordinating delivery of materials in accordance with the Progress Schedule.
11. Coordinating and cooperating in the timing and sequencing of Seller's Work with the work of other contractors or the Buyer.
12. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installations.
13. Making adequate provisions to accommodate items scheduled for later installation by Seller, Buyer, or other contractors.

14. Checking the drawings of the Engineer, Buyer or other contractors for interferences with Seller's Work and promptly reporting to Buyer, in writing, any potential interferences between the Seller's Work and the work of Buyer or the work of other contractors.
15. Utilizing the Contract Documents and Buyer accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.
16. Furnishing to other contractors, whose work is fitted to Seller's Work, copies of accepted Submittals including but not limited to Record Documents, Coordination Drawings, details, and erection drawings; and furnishing other contractors with full information regarding the Fabrication, assembly, and installation of the Seller's Work.
17. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Buyer and separate contractors if coordination of their Work is required.

1.03 PRE-WORK VERIFICATION

A. Prior to starting a particular type or kind of Work:

1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed.
2. Check Buyer accepted Submittals and verify dimensions at Project Site;
3. Review manufacturer's instructions applicable to conditions under which Work is to be installed;
4. Inspect areas, surfaces or construction receiving the Work.
5. Report to Buyer in writing any concerns, issues, or problems observed during Seller's Pre-Work verification.
6. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory conditions to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to

Buyer shall constitute an acceptance of the previously placed construction or substrates.

1.04 ADMINISTRATIVE ACTIONS

A. Administrative actions include, but are not limited to, the following:

1. Project Meetings;
2. Preparation, update, and revision of Seller's Progress Schedule;
3. Delivery and review of Submittals. (See Section 01300, "Submittals")
4. Project closeout activities. (See Section 01701, "Project Closeout")
5. Coordinate timing of required administrative actions with construction activities and activities of Buyer and other contractors to avoid conflicts and ensure orderly progress of the Work.
6. Coordinate timing and format of mandatory submittal of daily Progress Reports (weekly/monthly) with the Buyer at the pre-construction meeting.

1.05 CONSERVATION

- A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.06 PROJECT MEETINGS

A. General

1. Seller must inform participants of date and time of each meeting and preside at all required meetings throughout progress of the Work unless otherwise directed by Buyer.
2. Seller must prepare agenda for all meetings and provide to all attendees prior to the meetings.
3. Seller must attend all meetings as required by the Contract Documents.
4. Seller must attend and/or conduct all additional meetings as Directed by the Buyer's Project Manager.
5. Seller must conduct meetings and conferences at the Project Site in the Seller's on-site, temporary job trailer, unless otherwise indicated or required by Buyer.

6. Seller must prepare and distribute meeting minutes as required.
7. Whether or not Seller is responsible for the meeting minutes, Seller must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking report.

B. Preconstruction Conference

1. The Buyer's Project Manager will schedule and conduct a Preconstruction Conference.
2. The Preconstruction Conference will be held at the Buyer's office, Project Site or another convenient location designated by Buyer's Project Manager.
3. Participants:
 - a. Buyer's Project Manager
 - b. Buyer's Project Inspector
 - c. Engineer of Record
 - d. Seller's Authorized Representative (Mandatory Attendance Required)
 - e. Seller's QC Manager (Mandatory Attendance Required) (See Section 01400)
 - f. Major Subcontractors (Mandatory Attendance Required)
 - g. Appropriate Manufacturers
 - h. Appropriate Suppliers
 - i. Other interested parties
4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.
5. Agenda – Items of significance to be discussed at the Preconstruction Conference include:
 - a. Introductions
 - b. Notice To Proceed (NTP)
 - c. Directions from the Buyer/Engineer
 - d. Emergencies
 - e. Required Notifications
 - f. Seller's Quality Control (QC) System
 - g. Seller's Daily Log
 - h. Sellers Daily Construction Reports (submitted weekly)
 - i. Testing and Inspection Laboratory
 - j. Coordination
 - k. Normal Hours of Work

- l. Workplace Environment
- m. Use of Project Site
- n. Security
- o. Disruption of Buyer's Normal Operations
- p. Use of Buyer's Facilities
- q. Temporary Facilities and Controls
- r. Accepting Material Deliveries
- s. General Correspondence
- t. Additional Detailed Instructions
- u. Field Modifications
- v. Requests for Information (RFI)
- w. Change Orders
- x. Progress Payments
- y. Submittals (List of Buyer's Submittal reviewers)
- z. Record Documents
- aa. Buyer Furnished Contractor Installed (BFCI) Equipment
- bb. Procurement Issues
- cc. Direct Purchase Items
- dd. Project Meetings
- ee. Permits
- ff. Subcontractor Issues
- gg. Waste Management
- hh. Utilities
- ii. Environmental Issues
- jj. Schedule
- kk. Liquidated Damages
- ll. Project Close-Out
- mm. As-built Procedures

- 6. The Buyer will prepare meeting minutes of the Preconstruction Conference and distribute minutes to all attendees.

C. The Seller will schedule and conduct the following meetings:

- 1. Schedule Orientation Meeting
- 2. Project Partnering Meeting
- 3. Solid Waste Management Plant Meeting
- 4. Quality Control Meetings
- 5. Closeout Conference
- 6. Commissioning\Start-up Meetings
- 7. Demonstration and Training Meetings

D. Progress Meetings

1. The Engineer of Record will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the acceptance of Buyer's Project Manager and shall be at a minimum of once per month. Seller must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Seller's on-site field office unless the Buyer's Project Manager approves an alternate location.
2. Attendees:
 - a. Buyer's Project Manager
 - b. Buyer's Project Inspector
 - c. Engineer of Record
 - d. Seller Authorized Representative
 - e. Seller's QC Manager
 - f. Appropriate Subcontractor(s)
 - g. Appropriate Suppliers
 - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.
3. Agenda:
 - a. Review and update Seller's Decision/Action Tracking Report from previous Progress Meeting.
 - b. Schedule Review
 1. Review progress since the last meeting;
 2. Compare current progress against Progress Schedule
 3. Determine how any construction behind schedule will be expedited;
 - A. Present any remedial action plan(s)
 - B. Present any proposed Crashed Scheduling
 - C. Fast Tracking
 4. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - c. Review present and future needs of each entity present, including the following:
 1. Interface requirements
 2. Sequence of operations
 3. Status of Submittals

4. State of key deliveries
 5. Status of off-site fabrication
 6. Site access issues
 7. Site utilization
 8. Temporary facilities and controls
 9. Normal hours of work
- d. Progress Payments
 - e. Change Orders
 - f. Review updated reports:
 1. Submittal Log
 2. RFI Log
 3. Testing Plan and Log
4. At a minimum, the Seller must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report and updated schedule. One copy of the Decision/Action Tracking Report and any updated schedules must be provided to all attendees and three (3) copies must be submitted to the Buyer within forty-eight (48) hours of the meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

PART 4 – FORMS (Not Used)

ENF OF SECTION

SECTION 01320

CONSTRUCTION VIDEO AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. Provide construction video and photographs that depict preconstruction conditions.
- B. Provide construction photographs that depict the progress of the Work and conditions at the final inspection.

1.02 SUBMITTALS:

- A. Submit electronic version of preconstruction video and photographs prior to construction.
- B. Submit two (2) copies of each set of progress photographs weekly to the Buyer's inspector.
- C. All projects constructed within the Buyers systems shall have construction photographs taken by the Seller who is installing those utility mains, services, or other appurtenances, which will be owned and maintained by or under the control of the Buyer as follows in PART 3 – EXECUTION.
- D. Submit final photographs with final pay request.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION:

- 3.01 Photographs shall be taken with a conventional digital camera and show the area affected by the Work. The photographs shall be in color, 5-inches by 7-inches in size, printed on 8½" x 11" paper with a maximum of two pictures per page. The Seller shall use a minimum photography resolution of 2048 x 1536 pixel (3 megapixels).
- 3.02 Photographs shall be taken prior to any Work on the Site, upon completion of underground piping or structures installation and prior to backfilling, and upon completion of the backfilling and grading.
- 3.03 The photographs taken daily during a given weekly period shall be delivered to the Buyer at the beginning of the following week. Photographs may be delivered by electronic mail.
- 3.04 Each photograph shall be dated and labeled in a manner that will clearly describe the Work and the location of the photograph in relation to the project. The location description shall include the roadway name, lot number, station number, physical address

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if available, or other means of providing information to determine the accurate location where the photograph was taken.

- 3.05 The Seller shall use color video with a minimum resolution of 1920 x 1080 pixels (1080p) for full high definition (HD).
- 3.06 Color video and photographs shall be taken prior to any work on the site documenting all existing conditions.
- 3.07 Digital versions of video or photographs shall be submitted on a USB flash drive or archival quality DVD.

END OF SECTION

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SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 Description:

- A. Work Included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein, and in other provisions of the Contract Documents.
- B. Related Work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Supplementary Conditions.

1.2 Quality Assurance:

- A. Use required means to assure arithmetical accuracy of the sum described.
- B. The Seller shall provide copies of the subcontracts or other data acceptable to the Engineer substantiating the sums described.

1.3 Submittals:

- A. Prior to commencement, submit a proposed schedule of values showing a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work to the Engineer.
- B. Meet with the Engineer and determine any additional data, if any, required to be submitted.
- C. Secure the Engineer's approval of the values prior to commencement.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 General

- A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
- B. Inspections, test and related actions specified are not intended to limit the Seller's quality control procedures that facilitate compliance with Contract Document requirements.
- C. Requirements for the Seller to provide quality control services required by the Engineer, Buyer, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 Seller Responsibilities

- A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Seller's responsibility and as required by governing authorities, except for those specifically indicated as being the Buyer's responsibility; these services include those specified to be performed by an independent agency and not by the Seller. Include costs for these services in the Contract Sum.
- B. Provide and pay for costs of retesting and other related costs when:
 - 1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Seller's responsibility.
 - 2. Construction is revised or replaced by the Seller, where tests were required on original construction.
 - 3. Additional testing is needed or required by the Seller.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.
- C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.
 1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.
 2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 6. Secure and protect samples and test equipment at the Project site.
- D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 Testing Agencies Responsibilities

- A. Cooperate with the Engineer and Seller in performance of their duties; provide qualified personnel to perform required inspections and tests.
- B. Notify the Engineer and Seller promptly of irregularities or deficiencies observed in the Work during performance of their services.
- C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
- D. Agencies shall not perform any duties of the Seller.

1.5 Submittals

- A. Independent testing agencies shall submit three (3) copies of certified written reports of each inspection, test or similar service to the Engineer and to the Seller.
- B. Report Data: Written reports of each inspection, test or similar service shall include:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product and Specification Section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretations of test results.
 - 10. Ambient conditions at the time of sample-taking and testing.
 - 11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - 12. Name and signature of laboratory or inspector.
 - 13. Recommendations on retesting.

1.6 Qualification of Service Agencies

- A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.
- C. Inspection and testing agencies engaged by the Seller shall be acceptable to Engineer and Buyer.

- D. The Seller shall use appropriately certified labs for the material tested such as the Florida Department of Transportation, the Florida Department of Environmental Protection, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Repair and Protection

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection are the Seller's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

- 1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Engineer.
- 1.2 Temporary Facilities
- A. Drinking Water: The Seller shall provide cool water with dispensing utilities.
 - B. Construction Water: The Seller shall provide temporary water for construction at the project site. The Seller shall provide proper back flow and metering devices in order to comply with regulations concerning back flow & cross connection and accounting for all water used.
 - C. It shall be the Seller's responsibility to provide temporary electrical power for construction purposes.
 - D. Toilet Facilities: The Seller shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Buyer. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.
- 1.3 Security
- A. General: The Seller shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.
 - B. Rodents and Other Pests: The Seller, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Seller shall secure the services of a licensed exterminator to control.
 - C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require its usage. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vendor at no cost to the Buyer. The Seller shall provide the Buyer copies of all disposal tickets.
 - D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.

- E. Project Safety: The Seller shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative must be on the site during all working hours, and shall be trained in project safety and designated as the Seller's Site Safety Director.

1.4 Quality Assurance

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code Requirements
 - 2. Health and Safety Regulations
 - 3. Utility Company Regulations
 - 4. Police, Fire Department and Rescue Squad Rules
 - 5. Environmental Protection Regulations
 - 6. Debris and rubbish transportation and disposal regulations and rules

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Product List.
- F. Substitutions.
- G. Product Demonstrations.

1.02 RELATED REQUIREMENTS

- A. General Conditions.
- B. Division 1 - Summary of Work.
- C. Division 1 - Contract Quality Control. Submittal of manufacturer's certificates.
- D. Division 1 - Warranties and Guarantees.
- E. Division 1 – Equipment Testing and Startup.

1.03 PRODUCTS

- A. Products include material, equipment, manufactured or fabricated products, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same and shall be inter-changeable.
- D. Do not use materials and equipment removed from existing, except as specifically required, or allowed, by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Order and arrange deliveries of products and equipment in accordance with progress

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schedules to prevent conflicts with work conditions at the site.

- B. Transport products by methods to avoid product damage and in accordance with manufacturer's instructions. Deliver materials to job site in manufacturer's original unopened containers clearly labeled with manufacturer's name, brand designation and reference specification.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage. Handle products in such a manner as to prevent breakage of containers and damage of any kind.
- D. Promptly inspect shipments to assure that products comply with Contract Document and approved submittal requirements, quantities are correct, and products are undamaged. Damage sustained by products in transit to job site shall be repaired to the satisfaction of the Field Representative. If damage sustained while transporting products to job site is non-repairable, the products shall be replaced with new ones at no cost to Buyer.

1.05 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Exposed metal surfaces, not provided with manufacturer specific storage instructions, shall be protected with a light oil or silicone coating to prevent rust while in storage. Maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports, blocking, or skids above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Cement, sand, and lime shall be stored under a roof and off the ground and kept dry at all times.
- F. All structural, miscellaneous, and reinforcing steel shall be stored off the ground to prevent the accumulation of dirt, grease, or standing water from accumulating. Beams shall be stored with the webs vertical.
- G. Precast concrete shall be stored to prevent the accumulation of dirt, standing water, staining, chipping, or cracking.
- H. Brick, block or similar masonry products shall be stored to prevent to prevent

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accumulation of dirt and water, and to prevent brakeage, chipping, cracking, staining, and spalling.

- I. All materials and equipment incorporated into the work shall be handled and stored by the Seller before, during, and after shipment in a manner to prevent warping, twisting, breaking, chipping, rusting, injury, theft, or damage of any kind.
- J. Any material or equipment that has become damaged as to become unfit for use or specified, in the opinion of the Engineer, shall be promptly removed from the work and the damaged material or equipment replaced by the Seller at no additional cost to the Buyer.
- K. Arrange storage in a manner to provide easy access for inspection.
- L. The Seller shall be responsible for all material, equipment, and supplies sold and delivered to the Buyer under this Contract until Final Completion of the work and acceptance by the Buyer. In the event that any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Seller shall replace same without any additional cost to the Buyer.
- M. Should the Seller fail to take proper action on the storage and handling of materials or equipment supplied under this Contract within seven (7) after written notice, the Buyer retains the right to correct all deficiencies noted and deduct the cost associated with the corrections from the Seller's contractor. These costs may comprise expenditures for labor, equipment usage, administrative, clerical, engineering, vendor, and legal fees or any other reasonable costs associated with making the necessary corrections.

1.06 ENCLOSED STORAGE

- A. The Seller shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, architectural items, and special equipment incorporated into the project in compliance with manufacturer's instructions.
- B. Store products, subject to damage by the elements, in accordance with manufacturer's instructions.
- C. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- D. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- E. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

1.07 EXTERIOR STORAGE

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- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling, staining, and corrosion.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials or liquids.

1.08 MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Field Representative on request.
- B. Verify that storage facilities comply with manufacturer's product storage instructions.
- C. Verify that stored products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

1.09 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, maintaining a log of services; submit as a record document.
- C. All equipment having moving parts such as gears, electric motors, etc. shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding." Upon installation of the equipment the Seller shall start the equipment, at partial load, once weekly for an adequate period to ensure that the equipment does not deteriorate from lack of use.
- D. Lubricants shall be changed upon completion of installation and as frequently as required theater in accordance with the manufacturer's instructions during the period between installation and acceptance.

1.10 PRODUCT OPTIONS/SUBSTITUTIONS

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- A. Product Options/Substitutions shall be in accordance with the requirements of the Contract Documents.

1.11 SPARE PARTS

- A. Spare parts for equipment provided under Division 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical are specified in the pertinent specifications. The Seller shall collect and store the spare parts as required and specified in a climate controlled enclosed storage area until final completion. The Seller shall furnish the Engineer an inventory list of all spare parts, the equipment it is associated with, the name and contact of the supplier, and the delivered cost associated with each item on the inventory list.

1.12 OIL, GREASE, AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment.
- B. The Seller shall change the oil in all drives and intermediate drives of each of the provided equipment at the manufacturer's recommended interval period until final acceptance by the Buyer.
- C. The Seller shall re-lubricate all grease fittings of each of the provided equipment at the manufacturer's recommended intervals and upon completion of installation and as frequently as required thereafter during the period between installation and final acceptance by the Buyer.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

SECTION 01701

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.
2. Project record document submittal.
3. Final cleaning.

1.2 Substantial Completion

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise Buyer of pending insurance change-over requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents - refer to Section 01740.
4. Obtain and submit lien releases enabling the Buyer unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
5. Submit record drawings, maintenance manuals, and similar final record information.
6. Complete start-up testing of systems, and instruction of the Buyer's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
7. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

- B. When the Seller considers the Work to be substantially complete, they shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within 14 days of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Seller of unfulfilled requirements. When the Engineer and Buyer concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, they will advise the Seller of construction or other requirements that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

- A. When the Seller considers the Work to be complete, they shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with lien releases or waivers of claims and supporting documentation not previously submitted and accepted. Include all inspection certificates, guarantees and warranties for products, equipment, processes, operations and completed facilities.
 - 2. Submit an updated final statement.
 - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
 - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Buyer took possession of and responsibility for corresponding elements of the Work.
 - 5. Submit consent of surety to final payment.

6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Seller of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
1. Provide access to record documents for the Engineer's reference during normal working hours.
 2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.
 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
 3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by

surveying by a professional engineer or land surveyor registered in the State of Florida.

4. Note related Change Order numbers where applicable.
 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Seller will meet at the site with the Engineer and the Buyer to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Buyer for record purposes. Comply with delivery to the Buyer's Sample storage area.
- F. Record Survey: Provide as-built survey prepared in accordance with minimum technical standards for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

- G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- H. At Contract close-out, deliver one copy of Record Documents to Engineer for Buyer. Accompany submittal with transmittal letter in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Seller's name and address
 - 4. Title and number of each Record Document
 - 5. Signature of Seller or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Final Cleaning

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Buyer.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition.
 - 4. Leave concrete floors broom clean.

5. Vacuum carpeted surfaces.
 6. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances.
 7. Clean plumbing fixtures to a sanitary condition.
 8. Clean light fixtures and lamps.
 9. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 10. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 11. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Engage an experienced exterminator to make a final inspection and rid the Project of rodents, insects and other pests.
- D. Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Buyer's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- F. Where extra materials of value remaining after completion of associated Work, they shall become the Buyer's property, arrange for any disposition of these materials as directed.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____

Owner: _____

Contractor: _____

Project: Florida Blvd. Culvert Replacement– CONB Bid No. 2021-03

Owner's Project No. CONB Bid No. 2021-02 ENGINEER's Project No. _____

This Certificate of Substantial completion applies to all Work under the Contract Documents or to the following specified parts thereof: _____

To: _____
BUYER/ENGINEER

And To: _____
SELLER

The Work to which this Certificate applies has been inspected by authorized representative of OWNER, CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete, functional, and ready for intended use in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents by _____.

CERTIFICATE OF FINAL COMPLETION

Date of Issuance: _____

Buyer: _____

Seller: _____

Project: Florida Blvd. Culvert Replacement – CONB Bid No. 2021-03 _____

Owner's Project No. CONB Bid No. 2021-03 ENGINEER's Project No. _____

This Certificate of Final completion applies to all Work under the Contract Documents or to the following specified parts thereof: _____

To: _____
BUYER/ENGINEER

And To: _____
SELLER

The Work to which this Certificate applies has been inspected by authorized representative of Owner, Contractor, and ENGINEER, and the Work is hereby declared to be fully complete, functional, and ready for intended use in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents by _____

END OF SECTION

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SECTION 01720
RECORD DOCUMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. During construction: At the construction site, maintain for the Buyer one (1) record copy of:
 - a. Drawings
 - b. Specifications
 - c. Addenda
 - d. Change Orders and other modifications of the Contract
 - e. Engineer's Field Orders or written instructions
 - f. Approved Shop Drawings, Working Drawings, and Samples
 - g. Field Test Records
 - h. Construction photographs
2. After completion of construction: Seller shall prepare and deliver to the Buyer "As-Built" plans which have been prepared by a Florida registered surveyor and mapper in accordance with minimum technical standards.

B. Related Requirements Described Elsewhere:

1. Shop Drawings, Working Drawings, and Samples: Section 01300
2. Construction Facilities: Section 01500

1.02 TERMINOLOGY

- A.** The terms "Record Documents" and "As-Built" are used interchangeably and have the same meaning.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A.** Store documents and samples in Seller's field office apart from documents used for construction.
1. Provide files and racks for storage of documents.
 2. Provide locked cabinet or secure storage space for storage of samples.

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- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer or the Buyer.
- E. As a prerequisite for monthly Progress payments, the Seller is to exhibit the currently updated "Record Documents" for review by the Engineer and Buyer. Payment may be withheld if record documents are not satisfactorily maintained.

1.04 RECORDING

- A. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- B. Shop Drawings (after final review and approval): Provide six (6) sets of record shop drawings within the Operation and Maintenance Manual, for each process equipment, piping, electrical system and instrumentation system.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 AS-BUILT SUBMITTALS

A. Procedure

- 1. Seller's Florida registered surveyor and mapper shall obtain all required field information.
- 2. Seller shall obtain the electronic CAD files from Engineer if available.
- 3. Seller shall incorporate the field information into the electronic CAD files.
- 4. Seller shall insert an as-built certification block onto all CAD drawing files (regardless of whether information on the particular drawing file has changed from the design or not). The as-built certification block shall contain, as a minimum, the following information:
 - a. The words "AS-BUILT" in 1" high letter.

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- b. The Seller's name, address and telephone number.
 - c. The Florida registered surveyor and mapper's name, address and telephone number.
 - d. The date the as-built drawings were prepared.
 - e. Datums and surveyor's notes.
 - f. Submit the modified electronic CAD files, along with a PDF document of the CAD drawings, to Engineer for review as a Shop Drawings submittal.
 - g. Incorporate comments received and resubmit.
- 5. All AS-BUILTs shall be reviewed and certified the Seller.
 - 6. All AS-BUILTs shall be signed and sealed by a Florida registered surveyor and mapper.
- B. At Contract closeout, deliver Record Documents to the Engineer for the Buyer. Record Documents which do not comply fully and completely with Buyer's standards and datums will be rejected.
- C. Include the following minimum requirements in the "As-builts":
- A. Buildings: Coordinates of all ground floor corners (x, y, z) and finished floor elevations.
 - B. Rectangular tanks/treatment units: Coordinates (x, y, z) of all corners with top, bottom, and finished grade elevations.
 - C. Circular tanks/ Treatment units: Coordinate at center (x, y, z) and four (4) quadrants of outer walls with top, floor and finished grade elevations.
 - D. Roadways/Driveways: Coordinates (x, y, z) of edge of road/driveways/sidewalks and centerlines at a maximum interval of fifty (50) feet.
 - E. Utilities: Coordinates (x, y, z) of above and below ground improvements impacted by construction including the next upstream or downstream structures. Callouts designating each size, slope, material, pipe, and structure.
 - F. Permanent Reference Points: Provide coordinates (x, y, z) for a minimum of two property corners on plant sites or lift station sites. On linear projects provide coordinates (x, y, z) every 500 feet with at least two.
 - G. Horizontal datum shall use the North American Datum of 1983 (NAD 83), Florida State Plane Coordinate System, East Zone - U.S. Survey Feet,
 - H. Elevations shall use the North American Vertical Datum of 1988 (NAVD 88),

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- I. The as-built survey will be performed in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative code, and pursuant to Section 472.027, Florida Statutes,
 - J. The City uses AutoCAD for its Computer Aided Design (CAD) software. The Seller shall follow the National CAD Standards layer naming standards (e.g., CU-WATR-DOMC-PIPE-XXXX XXXX XXXX XXXX XX-ST).
 - K. The Seller shall use their own titleblocks.
 - L. Deliverables of electronic versions of drawings shall use native DWG Autodesk format files created in AutoCAD or Civil 3d and PDF versions.
- D. Accompany submittal with transmittal letter in duplicate, containing:
- 1. Date
 - 2. Project Title and number
 - 3. Seller's name and address
 - 4. Title and number of each Record Document
 - 5. Signature of Seller or his authorized representative

END OF SECTION

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SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements, operation and maintenance manuals, and instruction of Buyer's personnel.

1.2 Quality Assurance

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.3 Format

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch, 3-ring binders with hard back, cleanable, plastic covers. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS"; list title of Project; identify subject matter of contents.
- D. Tabs: Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- E. Text: Manufacturer's printed data or typewritten data on 20 pound paper.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.4 Contents, Each Volume

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer and Manufacturer, local distributor and supplier with name of responsible parties; schedule of products and systems, indexed to content of the volume.

- B. Products or Systems: For each product or system, list names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems; show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Written Text: As required to supplement product data. Provide logical sequence of instructions for each procedure.
- F. Warranties and Bonds: Include copy of each issued, not samples.

1.5 Manual for Materials and Finishes

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance and repair.

1.6 Manual for Equipment and Systems

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Give function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.
- C. Include as-installed color coded wiring diagrams.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down and

emergency instructions. Include summer, winter and any special operating instructions.

- E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Seller's coordination drawings, with as-installed color coded piping diagrams.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports of mechanical and electrical systems.
- O. Additional Requirements: As specified in individual Specifications sections.

1.7 Instruction of Buyer's Personnel

- A. Before substantial completion inspection, instruct Buyer's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times. For equipment requiring seasonal operation, arrange to perform instructions for other seasons within six months.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.8 Submittals

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents at least sixty (60) days prior to Substantial Completion. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Buyer, submit documents within 10 days after acceptance.
- C. Submit one copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.
- D. Submit 2 copies of revised volumes of data in final form within 10 days after final inspection.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.
- C. Contract closeout - Section 01701.

1.2 Section Includes

- A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

- A. Seller shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of final completion, unless an additional warranty period is otherwise specified in the technical specifications to provide a longer warranty period. In no event shall the Seller's work be warranted for less than a 2-year period.
- B. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Seller is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Buyer has benefited from use of the Work through a portion of its anticipated useful service life.
- E. Written warranties made to the Buyer are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Buyer can enforce such other duties, obligations, rights, or remedies.

- F. The Buyer reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- G. The Buyer reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so. A "MAINTENANCE WARRANTY BOND" is equal to or greater than 10% of the total contract price.

1.4 Submittals

- A. Submit written warranties to the Buyer before requesting inspection for Final Completion. If the Buyer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Final Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Buyer.
- B. When a designated portion of the Work is completed and occupied or used by the Buyer, by separate agreement with the Seller during the construction period, submit properly executed warranties to the Buyer within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the Seller, or the Seller and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Buyer for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
 - 1. Quantities and dates of shipments.
 - 2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Seller from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
 - 3. Signature of officer of company.
 - 4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

- F. Form of Submittal:

1. Compile three (3) copies of each required warranty and bond properly executed by the Seller, or by the Seller, subcontractor, supplier, or manufacturer.
2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Seller.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

MAINTENANCE WARRANTY BOND

01740-3

City of Neptune Beach, Florida

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as Principal and _____
, as Surety, are held and firmly bound unto the City of Neptune Beach, as Oblige, in the sum of _____ (\$ _____) Dollars, for the payment of
which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for
the project known as Florida Blvd. Culvert Replacement CONB Bid No. 2021-03 has agreed that it shall accept certain _____ improvements located within City property, right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the City of Neptune Beach a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years**, beginning the ____ day of _____, _____ (date of Final Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless City of Neptune Beach from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

WITNESS:

Print Name: _____

By: _____ (Seal)
Print Name: _____

Date: _____

APPROVED:
City of Neptune Beach

BY:

BY: _____
City Manager

(SURETY)

01740-4

**MAINTENANCE WARRANTY BOND
CONTACT INFORMATION**

Surety: _____

Contact Name: _____

Mailing Address: _____

Telephone No.: _____

Fax No.: _____

Bonding Agent: _____

License Identification No.: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

CONTRACTOR WARRANTY

TO OWNER: City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266

FROM CONTRACTOR: _____

PROJECT: Florida Blvd. Culvert Replacement CONB Bid No. 2021-03

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____
_____ installations for the above-referenced
project, against any defects for a period of **two (2) years** from the _____ day of _____
_____, _____ (date of Final Completion). This Warranty also includes the "as-built" data
recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material,
including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to
misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other
than factory or the Guarantor's authorized service personnel. Nor does it cover expenses
incurred for service requested by the OWNER on material which does not prove defective.

CONTRACTOR:

Date: _____

Print Name: _____

Title: _____

END OF SECTION

01740-6

APPENDICES



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

September 30, 2020

In the Matter of an Application for Permit by:

Mr. Leon Smith, Director of Public Works
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, Florida 32266
dpw@nbfl.us

Permit Number: 0129067-022-DS
Project Name: Florida Blvd Culvert Replacement
County: Duval

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0129067-022-DS for 12" water main and 8" water main, issued pursuant to Chapter 403.087(1), Florida Statutes.

This permit is final and effective on the date filed with the clerk of the Department unless a petition is filed in accordance with the paragraphs below or unless a request for extension of time in which to file a petition is filed within the required timeframe and conforms to Rule 62-110.106(4), F.A.C. Upon timely filing of a petition or a request for an extension, this permit will not be effective until further Order of the Department.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) with the Agency Clerk for the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within 14 days of receipt of this Notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A petition must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;

- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of how and when the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the materials facts on which the Department's action is based shall state that no such facts are in dispute and otherwise contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

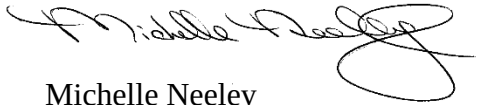
Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any such final decision of the Department on the petition have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to section 120.68 of the Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Florida Blvd Culvert Replacement
0129067-022-DS
Page 3 of 3
September 30, 2020

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Michelle Neeley
Environmental Manager
Permitting Program

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

Hillary Snow, P.E., hillary.snow@prosserinc.com
Thomas Gyorog, P.E., tom.gyorog@prosserinc.com
Jennifer Lyles, DEP
Brian Durden, DEP
Olivia Miserandino, DEP

FILING AND ACKNOWLEDGMENT

FILED, on September 30, 2020, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

September 30, 2020

Date



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

PERMITTEE:

Mr. Leon Smith, Director of Public Works
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, Florida 32266
dpw@nbfl.us

PUBLIC WATER SYSTEM ID: 2160206

PERMIT NUMBER: 0129067-022-DS

EFFECTIVE DATE: September 30, 2020

EXPIRATION DATE: September 29, 2025

COUNTY: Duval

PROJECT: Florida Blvd Culvert Replacement

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Chapters 62-4, 62-550, 62-555 and 62-560. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: 12" water main and 8" water main

PROPOSED CONSTRUCTION INCLUDES:

127 LF of 12" water main and 117 LF of 8" water main

IN ACCORDANCE WITH: the permit application, PDR, and engineering drawings

LOCATION: near the intersection of Florida Boulevard and 5th Street

Work must be conducted in accordance with the General and Specific Conditions, attached hereto.

This space intentionally left blank

GENERAL CONDITIONS:

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes. *[F.A.C. Rule 62-555.533(1)]*

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance; and
 - b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to educe, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.
11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300 F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
 - a. Determination of Best Available Control Technology (BACT)
 - b. Determination of Prevention of Significant Deterioration (PSD)
 - c. Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
 - d. Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
 - a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
 - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
 - c. Records of monitoring information shall include:
 1. the date, exact place, and time of sampling or measurements;
 2. the person responsible for performing the sampling or measurements;
 3. the dates analyses were performed;
 4. the person responsible for performing the analyses;
 5. the analytical techniques or methods used;

6. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. *[F.A.C. Rule 62-555.536]*
2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. *[F.A.C. Rule 62-555.520(3)]*
3. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
4. In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. *[F.A.C. Rule 62-555.536(5)]*
5. This permit satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal, or local agencies.
6. If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gaskets materials shall be used in the contaminated area. The ductile pipe shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof

covering, and held for disposal. If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.

7. This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP ERP Section, as applicable, Permittee shall provide a copy of the permit approval to the Department if water main installation involves activities on wetlands.
8. All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform with National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.
9. Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600 C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-653, as well as in accordance with Rule 62-555.340, F.A.C.
10. The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.
11. When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, the permittee should contact the Air and Waste Management section managers prior to commencing any such activities at (904) 256-1700. Please be aware that a notification is required to be submitted to the Department for a regulated project.
12. Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.
13. The new or altered aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]
14. Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.
15. The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.
16. The permittee must instruct the engineer of record to request system clearance from the Department within sixty (60) days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.340(2)(c)]

PERMITTEE: City of Neptune Beach
PROJECT: Florida Blvd Culvert Replacement

PERMIT NUMBER: 0129067-022-DS
EXPIRATION DATE: September 29, 2025

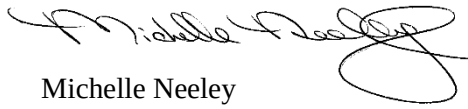
17. Prior to placing this project into service, Permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:
- the engineer's *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation* {DEP Form 62-555.900(9)};
 - certified record drawings, if there are any changes noted for the permitted project.
 - two consecutive days of satisfactory bacteriological analytical results (see Bacteriological Sampling Locations below).
 - copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]

In order to facilitate the issuance of a letter of clearance, the Department requests that all of the above information be submitted as one package.

18. Bacteriological Sampling Locations: Copies of satisfactory bacteriological analyses taken from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315 (6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:
- The endpoint of the proposed addition;
 - Any water lines branching off a main extension;
 - Every 1,200 feet of water main;
 - Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings clearly indicated on the report and/or drawings.
 - Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Michelle Neeley
Environmental Manager
Permitting Program

Date: September 30, 2020



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

August 04, 2020

Leon Smith
City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266-1557

SUBJECT: General Permit 161828-3

Dear Sir/Madam:

The District has received your notice to use a general permit. Based on the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to section 62-330.447, Florida Administrative Code, provided it is constructed and operated in accordance with that general permit and the general and special conditions set forth in section 62-330.447, Florida Administrative Code (attached).

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has determined your project qualifies for this general permit. Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the use of the general permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the use of the permit. To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.11 of the *Florida Statutes*. If you do not publish a newspaper notice to close the point of entry, the time to challenge your use of the permit will not expire and someone could file a petition even after your project is constructed. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Douglas C. Bournique
VERO BEACH

Susan Dolan
SANFORD

A copy of your application was transmitted to the U.S. Army Corps of Engineers for review. This authorization to use a general environmental resource permit does not obviate the need for obtaining all necessary permits or approval from other agencies.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Reiber".

Michelle Reiber, Bureau Chief
Division of Regulatory Services

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: 161828-3 **DATE ISSUED:** August 04, 2020

PROJECT NAME: Florida Boulevard Culvert Replacement

A PERMIT AUTHORIZING:

Use of the General Permit to the Florida Department of Transportation, Counties, and Municipalities for Minor activities within Existing Rights-of-Way or Easements pursuant to subsection 62-330.447, Florida Administrative Code (F.A.C.) for Cypress Road Drainage Improvements to be constructed as per plans received by the District on July 23, 2020.

LOCATION:

Section(s): 21 Township(s): 2S Range(s): 29E
Duval County

Receiving Water Body:

Name	Class
Hopkins Creek	III Fresh
Intracoastal Waterway	III Marine, IW

ISSUED TO:

City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266-1557

The District received your notice to use a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.) on October 7, 2014.

Based on the forms, design plans, and other documents submitted with your notice, it appears that the project meets the requirements for a General Environmental Resource Permit. Any activities performed under a General Environmental Resource Permit are subject to the general conditions and special conditions specified in rules 62-330.405 and 62-330.447, F.A.C. respectively (attached). Any deviations from these conditions may subject you to enforcement action and possible penalties.

Please be advised that the General Environmental Resource Permit expires 5 years from the date on which the notice of intent to use a General Environmental Resource Permit was received by the District.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action and possible penalties.

AUTHORIZED BY: St. Johns River Water Management District
 Division of Regulatory Services

By: 

Everett Frye
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 161828-3
Florida Boulevard Culvert Replacement
DATED August 04, 2020

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
3. The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with Rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

10. A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.
12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or

other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.
21. The permittee shall limit stream channel relocation to streams which have an average discharge of 10 cubic feet per second or less. The length of relocated channels or those significantly altered shall be limited to 200 feet per stream. A stream channel shall be altered only when such a measure will reduce the long term adverse water quality impacts and will maintain or restore the stream's natural hydraulic capability; and
22. This general permit shall not apply to ditch construction in Class I or Class II surface waters, Outstanding National Resource Waters or waters designated as Outstanding Florida Waters.
23. Activities under this general permit must not diminish existing stormwater treatment, attenuation, or conveyance capacity.

24. This general permit does not authorize the construction of additional traffic lanes. Activities that require additional traffic lanes must first obtain an individual environmental resource permit under this chapter, as applicable, before the start of construction.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
POST OFFICE BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

November 24, 2020

Regulatory Division
North Permits Branch
Jacksonville Permits Section
SAJ-2020-02492 (NWP-TMM)

City of Neptune Beach
Attention: Mr. Leon Smith
2010 Forest Avenue
Neptune Beach, Florida 32266

Dear Mr. Smith:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit the file number SAJ-2020-02492. A review of the information and drawings provided indicates that the proposed work would result in the discharge of fill material in the form of a culvert into 0.046 acre of a canal/ditch (731 cubic yards) for stormwater management. The culvert would be a double box culvert that would be 7-feet-wide by 6-feet-tall and would be 150-feet-long. The information and drawings also indicate the proposed work would result in the discharge 0.052 acre (125 cubic yards) of clean fill in the form of rip rap along the banks of the southern canal to enforce the banks for planned increase stormwater flow. The project site is located at 510 Florida Boulevard, in Section 21, Township 2 South, Range 29 East, Neptune Beach, Duval County, Florida. The project site approximate central coordinates are Latitude 30.315478°, Longitude -81.399285°. The project would affect waters of the United States (wetlands) associated with the tidal Hopkins Creek. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) and Section 404 of the Clean Water Act (33 USC 1344).

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 43 – Stormwater Management Facilities. This authorization is valid until **March 27, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is as follows:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on

“Nationwide Permits.” These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 43. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2020-00832, on all submittals.

2. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed “Commencement Notification” Form.

3. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

4. Agency Changes/Approvals: Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee’s responsibility to request a modification of this permit from the Jacksonville Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts in areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

6. Fill Material: The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt,

construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

7. Eastern Indigo Snake Protection Measures and Inspection: Permittee shall comply with U.S. Fish and Wildlife Service's *Standard Protection Measures for the Eastern Indigo Snake* dated August 12, 2013, enclosed. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

8. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the

circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

9. Wetland Avoidance Areas: The Permittee shall avoid the remaining 0.82 acres of other surface waters, as indicated on the map enclosed. These wetland areas were avoided as part of this permit application review process; and, therefore, the remaining wetland areas will not be disturbed by any activities that would degrade the ecological integrity of the site including dredging, filling, land clearing, or other construction work whatsoever except as required or authorized by this permit. The Corps reserves the right to deny review of any requests for future impacts to these avoided wetland areas.

10. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter 258, Florida Statutes. You should check

State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced GP, please contact Terri Mashour by telephone at 904-570-4512 or by email Terri.M.Mashour@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. Please visit http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey to complete our automated Customer Service Survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

BLAISDELL.MURIEL.M.1391064
EL.M.1391064691
Digitally signed by
BLAISDELL.MURIEL.M.1391064
691
Date: 2020.11.24 09:14:23 -05'00'

Muriel M. Blaisdell
Chief, Jacksonville Permits Section

Enclosures

Copies Furnished:
Onsite Environmental Consulting, LLC, Attention: Matt Canepa,
mcanepa@onsiteec.com

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on March 18, 2022.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

COMMENCEMENT NOTIFICATION

Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019.

1. Department of the Army Permit Number: SAJ-2020-02492

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-43
Application Number: SAJ-2020-02492

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging,
etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2020-02492

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

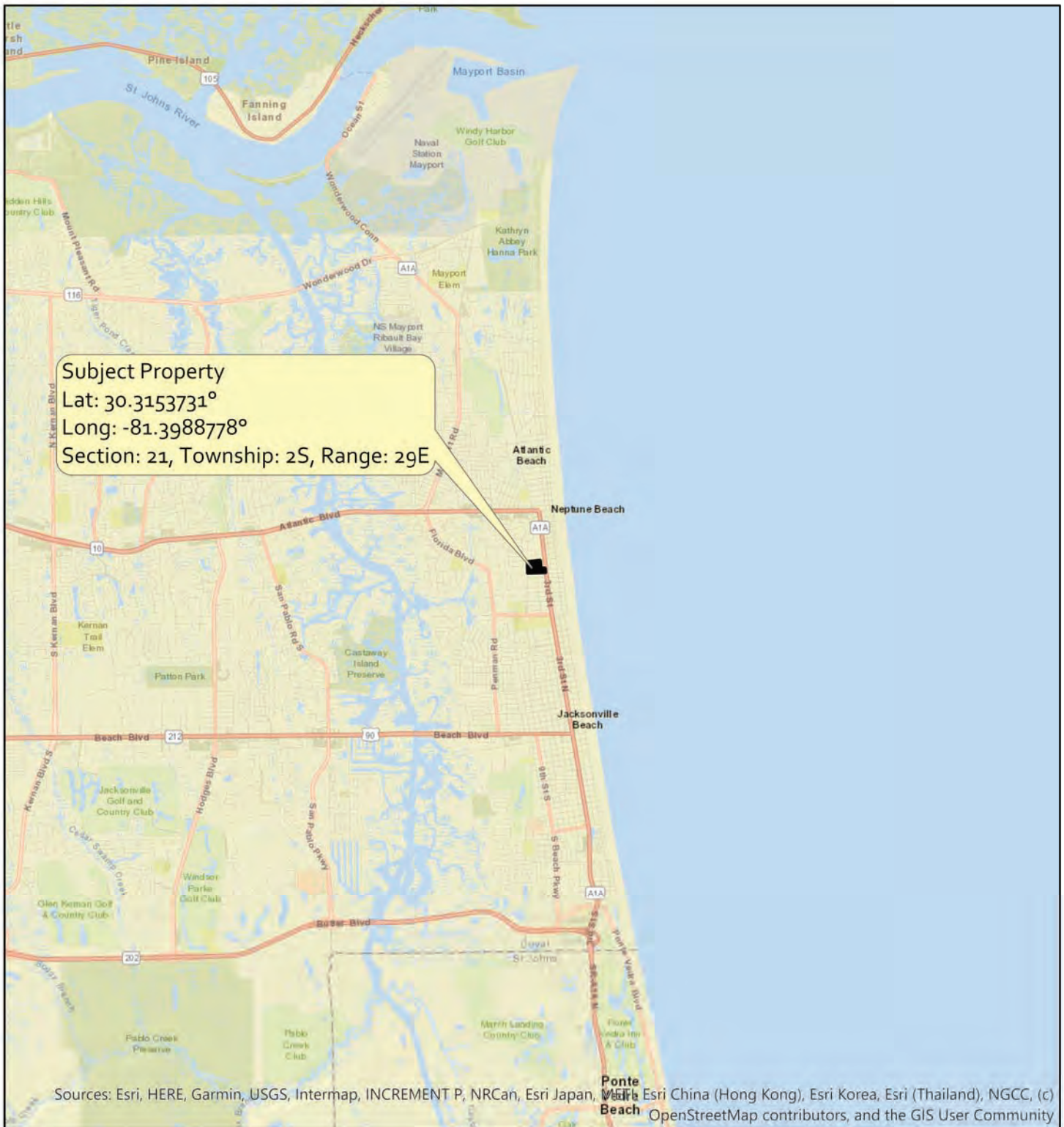
(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)



Legend

Approximate Property Boundary

4 2 0 4

Miles

1 inch equals 8,333 feet
Scale: 1:100,000

N

 Onsite Environmental Consulting, LLC www.onsiteec.com <i>"Our Expertise Wherever You Are."</i> PH: 904.384.7020 FAX: 904.384.7021	Figure 1: Location Map Parsons - Neptune Beach Jarboe Park RE# 1731150000R Neptune Beach, Duval County, Florida	Proj: J17020 Parsons Neptune Beach Date: February 2020 Base maps provided by ESRI. Parcel data provided by the FDOR 2019.
--	--	--



Legend

 Approximate Property Boundary

2,000 1,000 0 2,000
 Feet
 1 inch equals 2,000 feet
 Scale: 1:24,000



OEC
 www.onsiteec.com
 Onsite Environmental Consulting, LLC
 "Our Expertise Wherever You Are."

PH: 904.384.7020 FAX: 904.384.7021

**Figure 2: USGS Topographic Map
 Parsons - Neptune Beach
 Jarboe Park
 RE# 1731150000R**

Neptune Beach, Duval County, Florida

Proj: J17020 Parsons Neptune Beach
 Date: February 2020
 Base maps provided by ESRI. Parcel data
 provided by the FDOR 2019.



Legend

- Project Boundary (13.85 ac)
- 69, Urban Land (0.23 ac)
- 71, Urban Land-Leon-Boulogne Complex 0-2% Slopes (13.62 ac)

200 100 0 200
 Feet
 1 inch equals 200 feet
 Scale: 1:2,400



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Figure 3: Soils Map Parsons - Neptune Beach Jarboe Park RE# 1731150000R

Neptune Beach, Duval County, Florida

Proj: J17020 Parsons Neptune Beach
 Date: February 2020
 Base maps provided by ESRI. Project Boundary provided by Parsons. Natural Resources Conservation Service (NRCS) soil data provided by the Florida Geographic Data Library (FGDL).



Legend

	Project Boundary	(13.85 ac)
	1200: Medium Density, 2>5 dwelling units/acre	(1.09 ac)
	1300: High Density, 6 or more dwelling units/acre	(0.16 ac)
	1400: Commercial and Services	(0.31 ac)
	1700: Institutional	(0.12 ac)
	1860: Community Recreational Facilities	(9.17 ac)
	5300: Reservoirs	(2.06 ac)

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

200 100 0 200
 Feet
 1 inch equals 200 feet
 Scale: 1:2,400



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**Figure 4: Habitat Map
 Parsons - Neptune Beach
 Jarboe Park
 RE# 1731150000R**

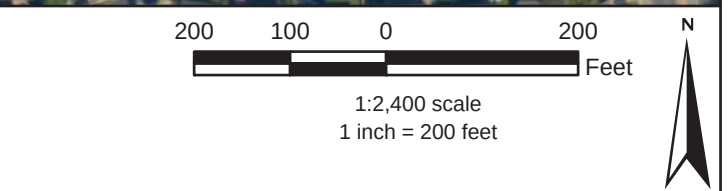
Neptune Beach, Duval County, Florida

Proj: J17020 Parsons Neptune Beach
 Date: February 2020
 Base maps provided by ESRI. Habitat data provided by FDEP. Parcel data provided by the FDOR 2019.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend	
	Project Boundary (Approx. 13.85 ac)
	Other Surface Water: Ditch (Approx. 0.82 ac)
	Other Surface Water: Existing Pond (Approx. 1.60 ac)
	Proposed Filled Pond (Approx. 0.19 ac)
	Proposed Pond Addition (Approx. 0.17 ac)
	Bridges
	Proposed Site Conditions
	Proposed Intersection Culverts



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 PH: 904.384.7020 FAX: 904.384.7021

Figure 5: Proposed Site Conditions Map
Parsons - Jarboe Park
510 Florida Blvd.
RE #1731150000R
 Neptune Beach, Duval County, Florida

Proj: J17020 Parsons Neptune Beach
 Date: May 2020
 Base maps provided by ESRI. Parcel boundary and proposed site conditions taken from georeferenced CAD data provided by Parsons Corporation.

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

August 04, 2020

Leon Smith
City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266-1557

SUBJECT: General Permit 161828-3

Dear Sir/Madam:

The District has received your notice to use a general permit. Based on the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to section 62-330.447, Florida Administrative Code, provided it is constructed and operated in accordance with that general permit and the general and special conditions set forth in section 62-330.447, Florida Administrative Code (attached).

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has determined your project qualifies for this general permit. Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the use of the general permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the use of the permit. To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.11 of the *Florida Statutes*. If you do not publish a newspaper notice to close the point of entry, the time to challenge your use of the permit will not expire and someone could file a petition even after your project is constructed. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

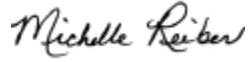
Ron Howse, TREASURER
COCOA

Douglas C. Bournique
VERO BEACH

Susan Dolan
SANFORD

A copy of your application was transmitted to the U.S. Army Corps of Engineers for review. This authorization to use a general environmental resource permit does not obviate the need for obtaining all necessary permits or approval from other agencies.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Reiber".

Michelle Reiber, Bureau Chief
Division of Regulatory Services

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: 161828-3 **DATE ISSUED:** August 04, 2020

PROJECT NAME: Florida Boulevard Culvert Replacement

A PERMIT AUTHORIZING:

Use of the General Permit to the Florida Department of Transportation, Counties, and Municipalities for Minor activities within Existing Rights-of-Way or Easements pursuant to subsection 62-330.447, Florida Administrative Code (F.A.C.) for Cypress Road Drainage Improvements to be constructed as per plans received by the District on July 23, 2020.

LOCATION:

Section(s): 21 Township(s): 2S Range(s): 29E
Duval County

Receiving Water Body:

Name	Class
Hopkins Creek	III Fresh
Intracoastal Waterway	III Marine, IW

ISSUED TO:

City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266-1557

The District received your notice to use a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.) on October 7, 2014.

Based on the forms, design plans, and other documents submitted with your notice, it appears that the project meets the requirements for a General Environmental Resource Permit. Any activities performed under a General Environmental Resource Permit are subject to the general conditions and special conditions specified in rules 62-330.405 and 62-330.447, F.A.C. respectively (attached). Any deviations from these conditions may subject you to enforcement action and possible penalties.

Please be advised that the General Environmental Resource Permit expires 5 years from the date on which the notice of intent to use a General Environmental Resource Permit was received by the District.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action and possible penalties.

AUTHORIZED BY: St. Johns River Water Management District
 Division of Regulatory Services

By: 

Everett Frye
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 161828-3
Florida Boulevard Culvert Replacement
DATED August 04, 2020

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
3. The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with Rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

10. A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.
12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or

other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.
21. The permittee shall limit stream channel relocation to streams which have an average discharge of 10 cubic feet per second or less. The length of relocated channels or those significantly altered shall be limited to 200 feet per stream. A stream channel shall be altered only when such a measure will reduce the long term adverse water quality impacts and will maintain or restore the stream's natural hydraulic capability; and
22. This general permit shall not apply to ditch construction in Class I or Class II surface waters, Outstanding National Resource Waters or waters designated as Outstanding Florida Waters.
23. Activities under this general permit must not diminish existing stormwater treatment, attenuation, or conveyance capacity.

24. This general permit does not authorize the construction of additional traffic lanes. Activities that require additional traffic lanes must first obtain an individual environmental resource permit under this chapter, as applicable, before the start of construction.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

October 23, 2020

Leon Smith
City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266

SUBJECT: 161828-2
Jarboe Park Rehabilitation

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on October 23, 2020. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Susan Dolan
SANFORD

Ron Howse, TREASURER
COCOA

Cole Oliver
MERRITT ISLAND

Doug Bournique
VERO BEACH

J. Chris Peterson
WINTER PARK

Rob Bradley
FLEMING ISLAND

Janet Price
FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

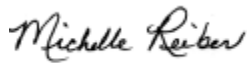
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Thomas J Gyorog
Parsons
1300 Riverplace Blvd Ste 200
Jacksonville, FL 32207-9018

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 161828-2

DATE ISSUED: October 23, 2020

PROJECT NAME: Jarboe Park Rehabilitation

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 5.86-acre project known as Jarboe Park Rehabilitation as per plans received by the District on October 15, 2020.

LOCATION:

Section(s): 21

Township(s): 2S

Range(s): 29E

Duval County

Receiving Water Body:

Name	Class
Hopkins Creek	III Fresh

ISSUED TO:

City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

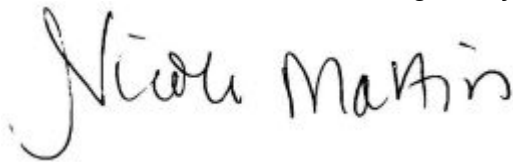
This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated October 23, 2020

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



Nicole Martin
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 161828-2
Jarboe Park Rehabilitation
DATED October 23, 2020

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
23. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
24. All impacts must be completed per plans sheet page 29 received by the District on September 4, 2020.
25. The surface water management system shall be constructed and operated in accordance with the plans and calculations received by the District on October 15, 2020.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

CITY OF NEPTUNE BEACH
DEPARTMENT OF PUBLIC WORKS

CONTRACT PLANS

DUVAL COUNTY

FLORIDA BLVD. CULVERT REPLACEMENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	DRAINAGE MAP
4	TYPICAL SECTION
5	SUMMARY OF DRAINAGE STRUCTURES
6	TABULATION OF S&PM QUANTITIES
7	TABULATION OF UTILITY QUANTITIES
8	GENERAL NOTES
9	CULVERT PLAN-PROFILE
10 - 14	BOX CULVERT CD-1
15	CROSS SECTION PATTERN
16 - 17	CHANNEL CROSS SECTIONS
18 - 19	STORMWATER POLLUTION PREVENTION PLAN
20	EROSION & SEDIMENT CONTROL PLAN
21	TRAFFIC CONTROL PLAN
22	SIGNING & PAVEMENT MARKING PLAN
23	UTILITY ADJUSTMENTS
24 - 25	UTILITY PLAN-PROFILE
26	UTILITY NOTES
27	UTILITY DETAILS
SQ-1 - SQ-5	SUMMARY OF QUANTITIES

MAYOR

ELAINE BROWN

VICE MAYOR

FRED JONES

CITY COUNCIL

SEAT 1 - ELAINE BROWN

SEAT 2 - SCOTT WILEY

SEAT 3 - KERRY CHIN

SEAT 4 - JOSH MESSINGER

SEAT 5 - FRED JONES

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

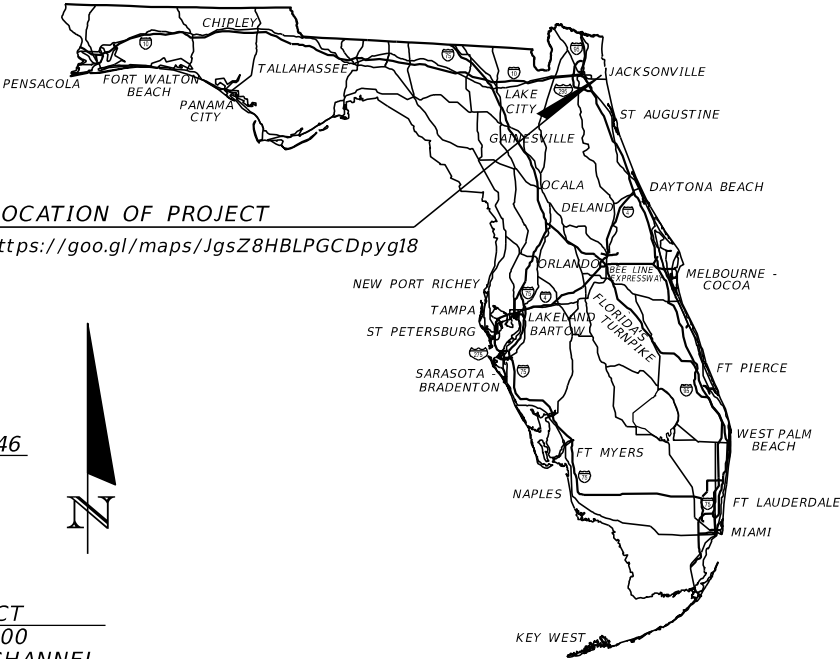
APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

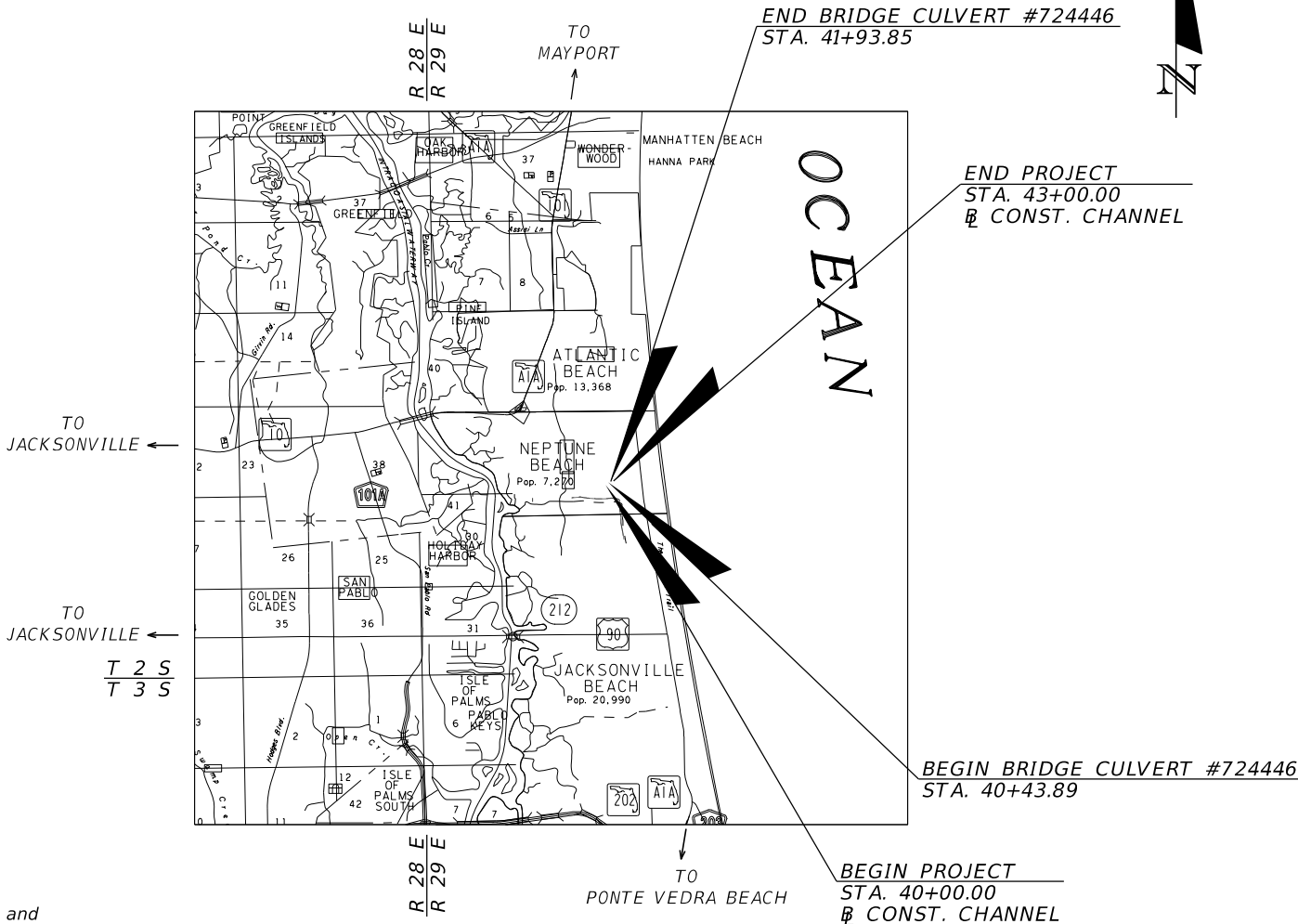
Florida Department of Transportation, January 2020 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

Any structures plans contained herein are EXEMPT from disclosure pursuant to s.119.071(3)(b), Fla. Stat. As the recipient of these records, you must maintain the EXEMPT status of these records. Please refer requestor of records to City of Neptune Beach.



LOCATION OF PROJECT

<https://goo.gl/maps/JgsZ8HBLPGCDpyg18>



ROADWAY PLANS

ENGINEER OF RECORD:

THOMAS J. GYOROG, P.E.
P.E. NO.: 46612
PARSONS TRANSPORTATION GROUP
1300 RIVERPLACE BLVD., SUITE 200
JACKSONVILLE, FLORIDA 32207
CERTIFICATE OF AUTHORIZATION NO.: 1838

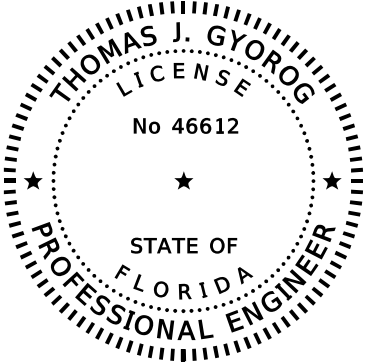
CITY MANAGER

STEFEN WYNN
116 FIRST STREET
NEPTUNE BEACH, FL 32266
(904) 270-2400 EXT. 31

DIRECTOR OF PUBLIC SERVICES

LEON R. SMITH
2010 FOREST AVENUE
NEPTUNE BEACH, FL 32266
(904) 270-2423

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	20	1



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

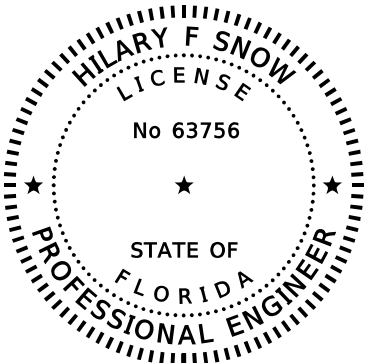
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PARSONS TRANSPORTATION GROUP
1300 RIVERPLACE BLVD. SUITE 200
JACKSONVILLE, FL. 32207
C.A. No. 1838
THOMAS J. GYOROG, P.E.
P.E. LICENSE NO. 46612

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	KEY SHEET
2	SIGNATURE SHEET
3	DRAINAGE MAP
4	TYPICAL SECTION
5	SUMMARY OF DRAINAGE STRUCTURES
6	TABULATION OF S&PM QUANTITIES
8	GENERAL NOTES
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23	UTILITY ADJUSTMENTS
SQ-1 - SQ-5	SUMMARY OF QUANTITIES



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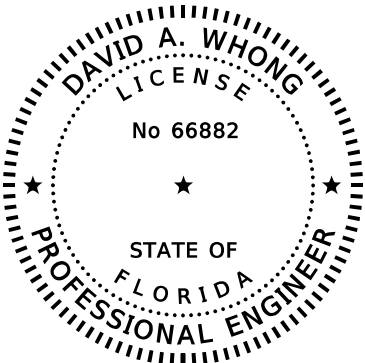
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PARSONS TRANSPORTATION GROUP
1300 RIVERPLACE BLVD. SUITE 200
JACKSONVILLE, FL. 32207
C.A. No. 1838
HILARY F. SNOW, P.E.
P.E. LICENSE NO. 63756

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
7	TABULATION OF UTILITY QUANTITIES
24 - 25	UTILITY PLAN-PROFILE
26	UTILITY NOTES
27	UTILITY DETAILS



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

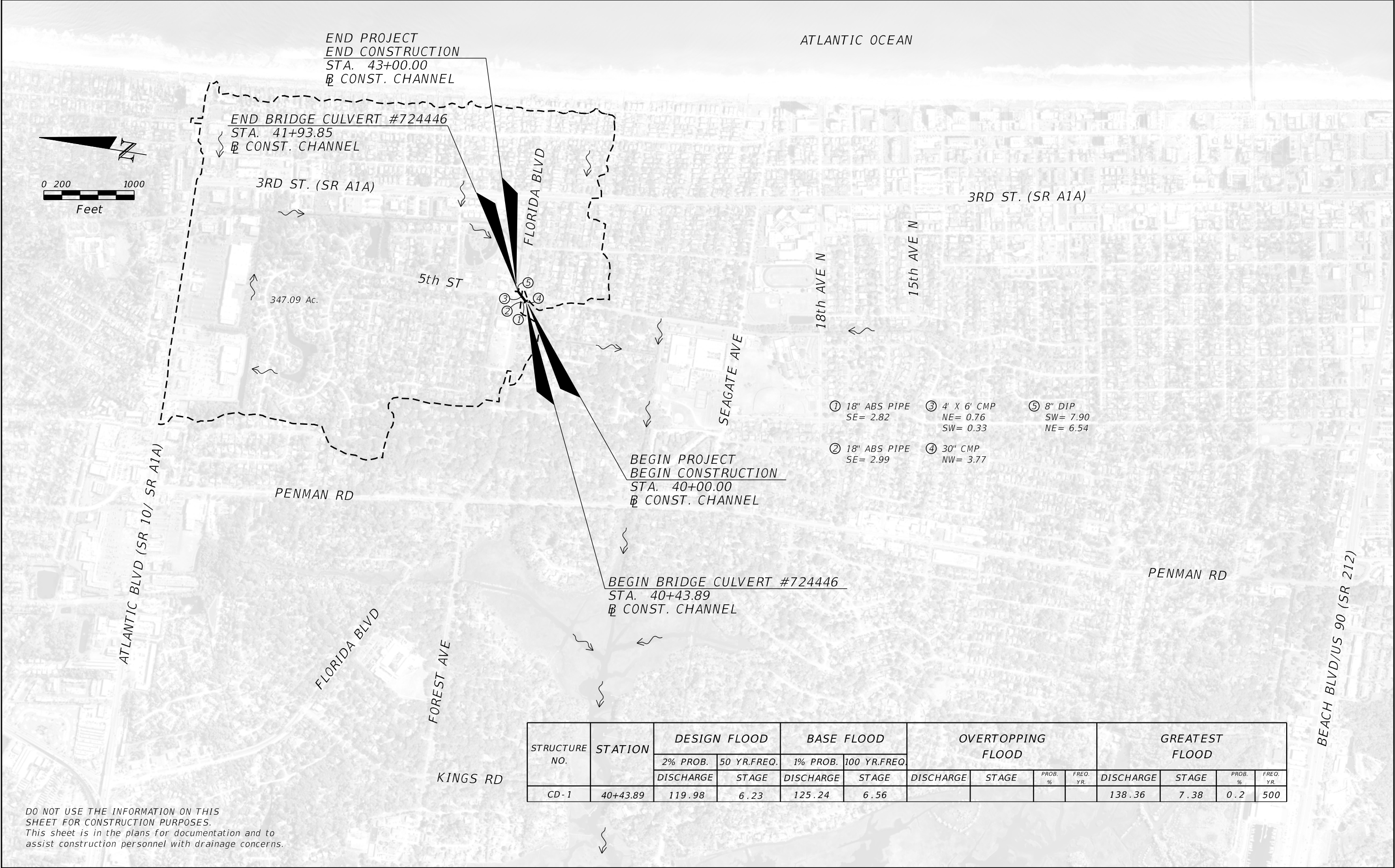
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PARSONS TRANSPORTATION GROUP
1300 RIVERPLACE BLVD. SUITE 200
JACKSONVILLE, FL. 32207
C.A. No. 1838
DAVID A. WHONG, P.E.
P.E. LICENSE NO. 66882

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
10 - 14	BOX CULVERT CD-1

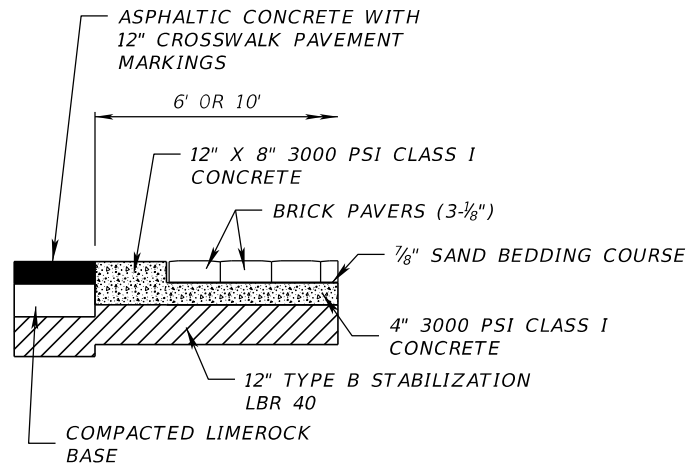
REVISIONS				THOMAS J GYOROG, P.E. P.E. NO.: 46612 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL. 32207 CERTIFICATE OF AUTHORIZATION: 1838	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID		
					FLORIDA BLVD	DUVAL	648931		



STRUCTURE NO.	STATION	DESIGN FLOOD		BASE FLOOD		OVERTOPPING FLOOD				GREATEST FLOOD			
		2% PROB.	50 YR.FREQ.	1% PROB.	100 YR.FREQ.	DISCHARGE	STAGE	PROB. %	FREQ. YR.	DISCHARGE	STAGE	PROB. %	FREQ. YR.
		DISCHARGE	STAGE	DISCHARGE	STAGE								
CD-1	40+43.89	119.98	6.23	125.24	6.56					138.36	7.38	0.2	500

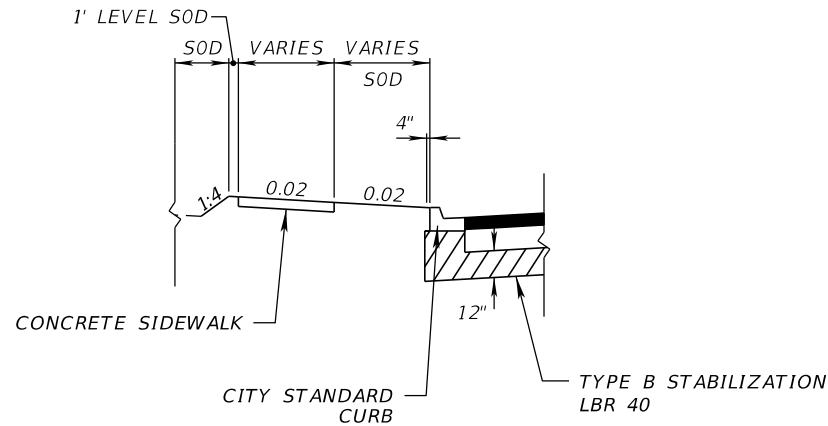
DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES.
This sheet is in the plans for documentation and to assist construction personnel with drainage concerns.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



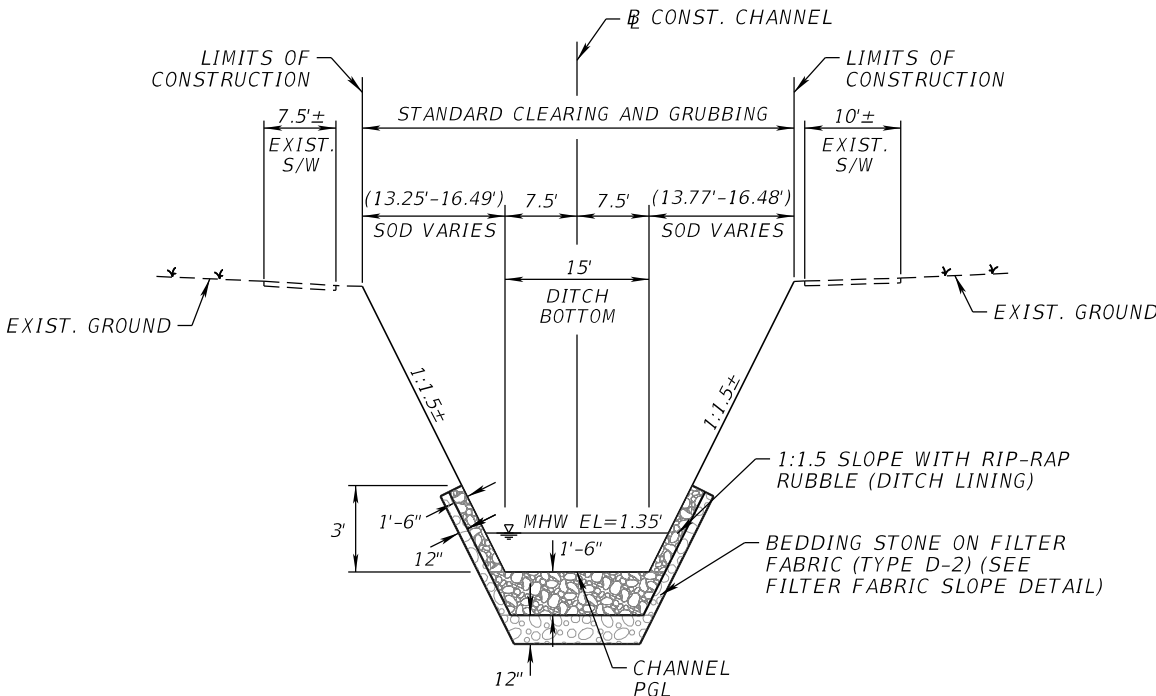
ROADWAY SECTION AT BRICK PAVERS

N.T.S

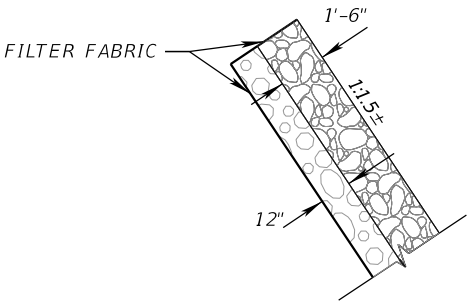


NEW CONSTRUCTION (N.T.S)

OPTIONAL BASE GROUP 4 WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC A) (1")
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC A) (2")
TYPE B STABILIZATION LBR 40

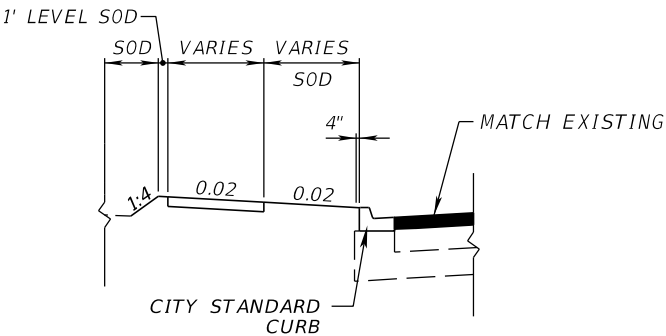


TYPICAL SECTION 1
CHANNEL
STA. 40+00.00 TO STA. 40+43.89
STA. 41+93.85 TO STA. 43+00.00
CONST. CHANNEL



FILTER FABRIC SLOPE DETAIL

N.T.S



MILLING (N.T.S)

MILL EXISTING ASPHALT PAVEMENT (1" DEPTH)

RESURFACING (N.T.S)

TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC A) (1")

REVISIONS				THOMAS J GYOROG, P.E. P.E. NO.: 46612 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL 32207 CERTIFICATE OF AUTHORIZATION: 1838	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID		
					FLORIDA BLVD	DUVAL	648931		
							4		
Page 337 of 389									

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM AND CROSS DRAIN					CURB INLET	MANHOLES				MITERED END SECTION			REMARKS
						OPTIONAL TYPE						CURB	P-8	P-8	J-8	J-8	CD ROUND		
						18"	24"	30"	36"	42"	<10'						<10'	>10'	
P	S-01	40+64.54 BLC CHANNEL	RT.	MH, PIPE	1			9'				1							4' DIA.
F																			
P	S-02	40+13.60 BLS 5th ST.	LT.	INLET, PIPE	1	13'					1								COJ CURB INLET
F																			
P	S-03	20+82.03 BLS FLORIDA BLVD.	LT.	INLET, PIPE	1	19'					1								COJ CURB INLET
F																			
P	S-04	40+53.48 BLC CHANNEL	LT.	JACKET, PIPE	1	9'													CONC. JACKET
F																			
P	S-05	40+59.14 BLC CHANNEL	LT.	JACKET, PIPE	1	7'													CONC. JACKET
F																			
P	S-06	42+13.15 BLC CHANNEL	LT.	PIPE, MES	1			16'										1	1:2 MES
F																			
GRAND TOTALS -				PLAN TOTAL		48'		25'			2	1						1	
				FINAL TOTAL															

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TABULATION OF SIGNING & PAVEMENT MARKING QUANTITIES						
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS		GRAND TOTAL	
			22		PLAN	FINAL
			PLAN	FINAL		
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4		4	
700-1-50	SINGLE POST SIGN, GROUND MOUNT, RELOCATE	AS	4		4	
700-1-60	SINGLE POST SIGN, GROUND MOUNT, REMOVE	AS	1		1	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	42		42	
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID 12" FOR CROSSWALK	LF	209		209	

GENERAL NOTES:

1. EXISTING SIGN ASSEMBLIES TO BE REMOVED SHALL BE PLACED IN AREAS APPROVED BY THE ENGINEER FOR PICK UP BY THE CITY OF NEPTUNE BEACH. CONTACT THE CITY ENGINEER (NEPTUNE BEACH 904-270-2423) 48 HOURS IN ADVANCE FOR PICK UP. ANY SIGNS NOT TAKEN BY THE CITY OF NEPTUNE BEACH SHALL BE DISPOSED OF BY THE CONTRACTOR.
2. MAINTAIN EXISTING STREET NAME SIGNS FOR 911 PURPOSES. COST FOR ALL STREET SIGN RELOCATIONS DURING MAINTENANCE OF TRAFFIC TO BE INCLUDED UNDER RELATED PAY ITEM(S).
3. ALL FINAL SURFACE PAVEMENT MARKINGS ON ASPHALT SHALL BE THERMOPLASTIC.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TABULATION OF QUANTITIES										
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS				TOTAL THIS SHEET		GRAND TOTAL	
			22		23					
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
1000-5	UTILITY WORK , SEWER	LS	1				1		1	
*	PIPE REMOVALS, 8" SEWER	LF	70				70		70	
*	PIPE REMOVALS, 15" GRAVITY SEWER, INCLUDING PLUGS	LF	73				73		73	
*	8" DI PIPE, RESTRAINED JOINTS	LF	83				83		83	
*	8" DI MJ 45 DEG BEND	EA	4				4		4	
*	8" MJ GV	EA	2				2		2	
*	8" THRUST COLLAR RESTRAINT	EA	2				2		2	
*	8" HDPE TO DI TRANSITIONS	EA	2				2		2	
*	1" COMBINATION AIR RELEASE/VACUUM VALVE ASSEMBLY WITH ENCLOSURE	EA	1				1		1	
*	BYPASS	EA	1				1		1	
1000-6	UTILITY WORK , WATER	LS			1		1		1	
**	PIPE REMOVALS, 8" WATER	LF			93		93		93	
**	PIPE REMOVALS, 12" WATER	LF			78		78		78	
**	12" DI PIPE, RESTRAINED JOINTS	LF			127		127		127	
**	8" C900 DR-18, PVC PIPE, RESTRAINED JOINTS	LF			117		117		117	
**	12" DI MJ 45 DEG BEND	EA			6		6		6	
**	8" DI MJ 45 DEG BEND	EA			2		2		2	
**	12" DI MJ 90 DEG BEND	EA			2		2		2	
**	8" DI MJ 90 DEG BEND	EA			1		1		1	
**	12" THRUST COLLAR RESTRAINT	EA			2		2		2	
**	12" HDPE TO DI TRANSITIONS	EA			2		2		2	
**	8" THRUST COLLAR RESTRAINT	EA			2		2		2	
**	12" MJ GV	EA			3		3		3	
**	8" MJ GV	EA			3		3		3	
**	8" CAP	EA			1		1		1	
**	12"x12"x8" DI MJ TEE	EA			1		1		1	
**	12"x12" DI MJ TEE	EA			1		1		1	
**	12"x8" DI MJ REDUCER	EA			1		1		1	
**	2" COMBINATION AIR RELEASE/VACUUM VALVE ASSEMBLY WITH ENCLOSURE	EA			1		1		1	
**	BYPASS	EA			1		1		1	

* THESE QUANTITIES ARE PAID FOR UNDER PAY ITEM NO. 1000-5.
** THESE QUANTITIES ARE PAID FOR UNDER PAY ITEM NO. 1000-6.

REVISIONS				HILARY F. SNOW, P.E. P.E. NO.: 63756 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL. 32207 CERTIFICATE OF AUTHORIZATION: 1838	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			TABULATION OF UTILITY QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD	COUNTY	FINANCIAL PROJECT ID		7 Page 340 of
					FLORIDA BLVD	DUVAL	648931		

GENERAL NOTES
=====

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. SEE TOPOGRAPHICAL SURVEY OF A PORTION OF JARBOE PARK, NEPTUNE BEACH FOR BENCHMARK TBM5 DETAILS.
3. SOD SHALL MATCH ADJACENT PROPERTY SOD TYPE OR AS APPROVED BY THE ENGINEER.
4. SEE REPORT OF GEOTECHNICAL EXPLORATION FOR GEC FOR CITY OF NEPTUNE BEACH – TASK WORK ORDER (TWO) 04 FLORIDA BOULEVARD CULVERT CROSSING SIGNED MARCH 14, 2019. FOLLOW RECOMMENDATIONS IN REPORT FOR CULVERT FOUNDATION AND INSTALLATION REQUIREMENTS.
5. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
6. BELOW GROUND SURVEY OF UTILITIES WAS NOT PERFORMED. UTILITY OWNER COORDINATION IS THE RESPONSIBILITY OF THE CONTRACTOR.
7. IF UTILITY CONFLICTS ARE FOUND COORDINATE WITH THE UTILITY AGENCY OWNER TO RESOLVE.
8. SEE INDEX 522-002, FOR DETECTABLE WARNINGS AND SIDEWALK CURB RAMP DETAILS.
9. USE PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FOR CROSSWALK AND SPECIAL EMPHASIS CROSSWALK MARKINGS.
10. ALL STORM SEWER SHALL BE CLASS III RCP.
11. ALL FINAL PAVEMENT MARKINGS SHALL BE PLACED AT LEAST 14 DAYS AFTER CONSTRUCTING THE FINAL ASPHALT SURFACE COURSE PER SPECIFICATION 711-4.1.
12. PRECAST CULVERT WILL NOT BE ALLOWED UNLESS APPROVED BY THE CITY OF NEPTUNE BEACH (CONB).
13. POTENTIAL UTILITY/AGENCY OWNERS:

BEACHES ENERGY	(904) 247-6171
CITY OF NEPTUNE BEACH	(904) 270-2423 OR (904) 270-2410
COMCAST	(904) 380-6274
AT&T FL	(904) 737-2478
TECO GAS	(877) 832-6747

ABBREVIATIONS

GV	GATE VALVE
DI	DUCTILE IRON
FM	FORCE MAIN
WM	WATER MAIN
MJ	MECHANICAL JOINT
PVC	POLYVINYL CHLORIDE

PAY ITEM NOTES
=====

1. EXCAVATION AND EMBANKMENT FOR CULVERT INSTALLATION IS TO BE INCLUDED IN THE CONTRACT PRICE FOR OTHER ITEMS.
2. COST OF FILTER FABRIC TO BE INCLUDED IN COST OF BEDDING STONE.
3. 425-1-201 INCLUDED FOR PAYMENT OF CITY OF JACKSONVILLE STANDARD CURB INLET.
4. 520-1-10 INCLUDED FOR PAYMENT OF CITY STANDARD CURB.
5. 522-1 CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK, (SY). SEE INDEX 522-001 FOR DETAILS AND JOINT LAYOUT. QUANTITIES FOR CONCRETE AROUND BRICK PAVERS ARE TABULATED WITH THIS PAY ITEM.
6. 522-2 CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK, (SY), INCLUDED FOR THE PAYMENT OF THE SIDEWALK RAMPS AND CONCRETE DRIVEWAY. SEE INDEX 522-001.
7. 526-1-1 PAVERS, ARCHITECTURAL, ROADWAY, (SY), INCLUDES THE COST OF THE SAND BEDDING COURSE.
8. 527-2 DETECTABLE WARNINGS, (SF), ARE REQUIRED AT ALL SIDEWALK CURB RAMPS PER INDEX 522-02. THE QUANTITY FOR EACH LOCATION IS LISTED IN THE SIGNING AND PAVEMENT MARKING PLAN. USE TOP GUARD™ BY ROADWAY CONCEPTS FOR ALL DETECTABLE WARNINGS.
9. CONTRACTOR IS RESPONSIBLE FOR PERFORMING QUALITY TESTING FOR ACCEPTANCE OF ALL MATERIALS AND FOUNDATIONS PER FDOT SPECIFICATIONS UNLESS OTHERWISE APPROVED BY THE CONB. COST IS INCIDENTAL TO ITEMS BEING TESTED.

REVISIONS				THOMAS J GYOROG, P.E. P.E. NO.: 46612 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL 32207 CERTIFICATE OF AUTHORIZATION: 1838	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID		
					FLORIDA BLVD	DUVAL	648931		

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BOX CULVERT DATA TABLES

BOX, HEADWALL AND CUTOFF WALL DATA TABLE (inches unless shown otherwise)

Table Date 7-01-09

LOCATION	STRUCTURE /BRIDGE NUMBER	BOX									HEADWALL AND CUTOFF WALL									
		Wc(ft)	Hc(ft)	Tt	Tw	Tb	Ti	#cells	Lc(ft)	Cover	Blhw	Hlhw	Brhw	Hrhw	Blcw	Hlcw	Brcw	Hrcw	SL(deg)	SR(deg)
20+31 . 99	724446	7	6	12	12	12	12	2	150	3	12	36	12	36	12	24	12	24	0	0

LEFT SIDE WINGWALLS DATA TABLE (inches unless shown otherwise)

Table Date 01-01-11

STRUCTURE /BRIDGE NUMBER	LEFT END WINGWALL									LEFT BEGIN WINGWALL								
	Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)	Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)
724446	21	12	72	12	90	5 . 71	9	9	16 . 5	21	12	72	12	90	5 . 71	9	9	16 . 5

RIGHT SIDE WINGWALLS DATA TABLE (inches unless shown otherwise)

Table Date 01-01-11

STRUCTURE /BRIDGE NUMBER	RIGHT END WINGWALL									RIGHT BEGIN WINGWALL								
	Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)	Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)
724446	21	12	72	12	135	4 . 04	9	9	23	21	12	72	12	135	4 . 04	9	9	23

ESTIMATED CONCRETE QUANTITIES (CY)

Table Date 7-01-13

STRUCTURE /BRIDGE NUMBER	BOX								LEFT END WINGWALL			LEFT BEGIN WINGWALL			RIGHT END WINGWALL			RIGHT BEGIN WINGWALL		
	Left Cutoff Wall	Right Cutoff Wall	Bottom Slab	Walls	Top Slab	Left Head Wall	Right Head Wall	Sub Total	Footing	Wall	Sub Total	Footing	Wall	Sub Total	Footing	Wall	Sub Total	Footing	Wall	Sub Total
724446	0 . 63	0 . 63	96 . 3	100	94 . 4	1 . 26	1 . 26	295	5 . 96	5 . 5	11 . 5	5 . 96	5 . 5	11 . 5	8 . 31	7 . 67	16	8 . 31	7 . 67	16

MAIN STEEL REINFORCEMENT SPACING (inches)

Table Date 7-01-09

STRUCTURE /BRIDGE NUMBER	BOX															HEADWALLS		CUTOFF WALLS	
	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115, 116...	803	806	809	812
724446	6	6	6	6	6	6	12	12	12	12	12	12	12	12	12	12	12	12	12

WINGWALL STEEL REINFORCEMENT SPACING (inches)

Table Date 7-01-09

STRUCTURE /BRIDGE NUMBER	LEFT END WINGWALL							LEFT BEGIN WINGWALL							RIGHT END WINGWALL							RIGHT BEGIN WINGWALL						
	401 407(8)	402 (403)	404 (405)	406	409	410	411	501 507(8)	502 (503)	504 (505)	506	509	510	511	601 607(8)	602 (603)	604 (605)	606	609	610	611	701 707(8)	702 (703)	704 (705)	706	709	710	711
724446	6	12	12	12	6	12	12	6	12	12	12	6	12	12	6	12	12	12	6	12	12	6	12	12	12	6	12	12

WINGWALL NOTE: Bar designations in "()" are only required for variable height wingwalls.

BRIDGE CULVERT NO. 724446

REVISIONS				ENGINEER OF RECORD		CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			BOX CULVERT CD-1 DATA TABLES				SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD		COUNTY					
						FLORIDA BLVD		DUVAL					648931

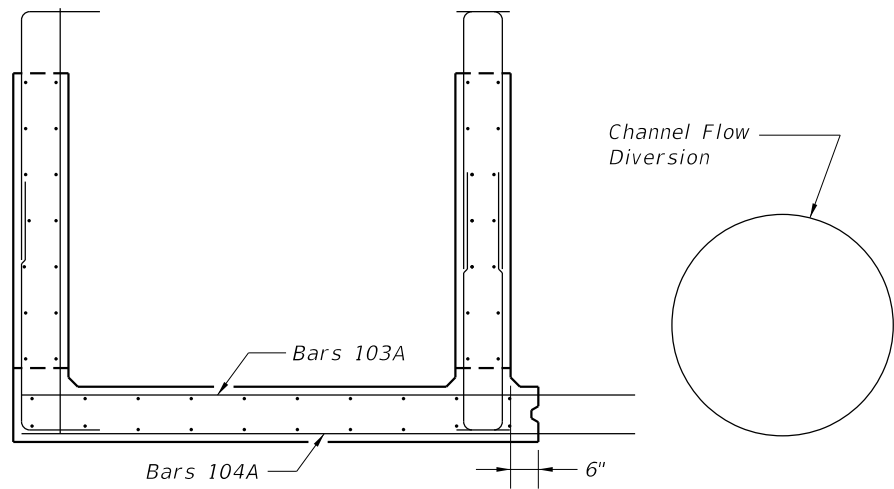
DAVID A. WHONG, P.E.
P.E. NO.: 66882
PARSONS TRANSPORTATION GROUP
1300 RIVERPLACE BLVD. SUITE 200
JACKSONVILLE, FL. 32207
CERTIFICATE OF AUTHORIZATION: 1838

9/24/2020
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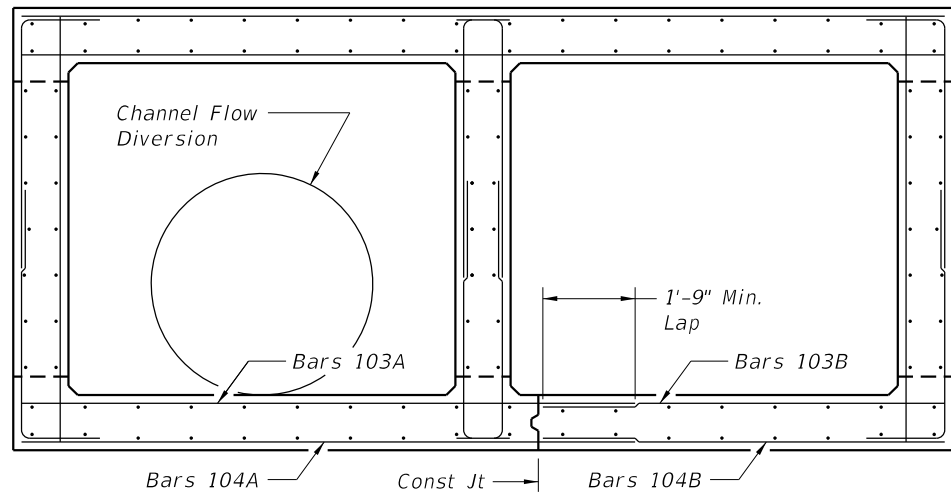
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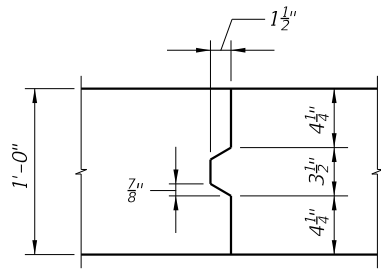
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Checked By : DAW 10-19
Drawn By : DAW 10-19
Checked By : RLH 10-19



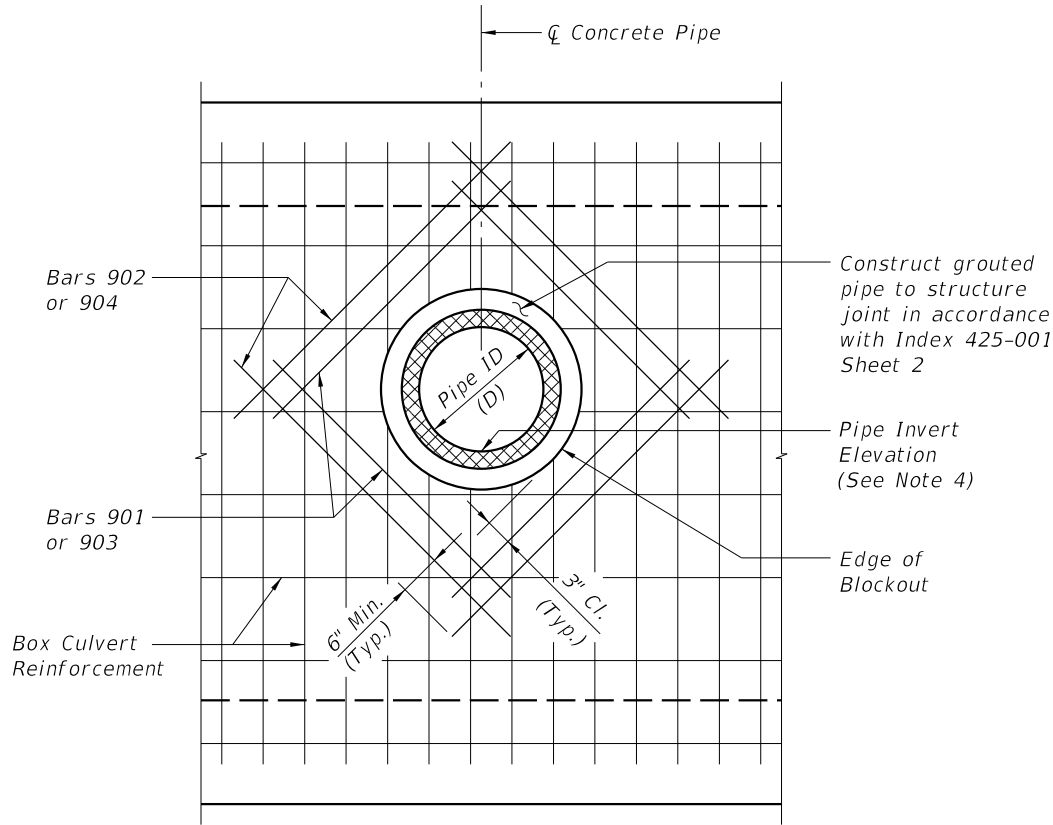
CULVERT - PHASE I



CULVERT - PHASE II



KEYED CONSTRUCTION JOINT DETAIL



PIPE PENETRATION DETAIL

- PIPE PENETRATION NOTES:
1. Pipe blockout diameter to be 6" greater than pipe outside diameter.
 2. Cut box culvert reinforcement as required to maintain 3" cover.
 3. Place 900-series bars between wall reinforcing mats.
 4. See Culvert Plan-Profile for size, placement, and invert elevation.

BRIDGE CULVERT NO. 724446

REVISIONS				ENGINEER OF RECORD	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			BOX CULVERT CD-1 CULVERT DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DAVID A. WHONG, P.E. P.E. NO.: 66882 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD, SUITE 200 JACKSONVILLE, FL. 32207 CERTIFICATE OF AUTHORIZATION: 1838	ROAD	COUNTY	FINANCIAL PROJECT ID		11 Page 344 of 344
					FLORIDA BLVD	DUVAL	648931		

MARK		LENGTH		NO	TYP	STY	B			C			D			E			F			H			J			K			N	Ø	
SIZE	DES	FT	IN	BARS	BAR	A	G	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION				RIGHT BEGIN WINGWALL										NO. REQUIRED = 1																			
5	701	8-	9	46	1			8-	9																								
4	702	22-	6	10	1			22-	6																								
4	704	22-	6	10	1			22-	6																								
4	706	8-	9	24	1			8-	9																								
5	707	4-	9	46	10			2-	3	2-	5	¾																					
5	709	8-	3	46	1			8-	3																								
4	710	8-	3	24	1			8-	3																								
4	711	22-	6	20	1			22-	6																								
5	712	2-	0	14	1			2-	0																								
LOCATION				LEFT HEADWALL										NO. REQUIRED = 1																			
5	801	16-	6	2	1			16-	6																								
5	802	16-	6	2	1			16-	6																								
4	803	6-	2	17	27			2-	5 ½	0-	6			0-	4 ½	2-	1	0-	6	0-	6												
LOCATION				RIGHT HEADWALL										NO. REQUIRED = 1																			
5	804	16-	6	2	1			16-	6																								
5	805	16-	6	2	1			16-	6																								
4	806	6-	2	17	27			2-	5 ½	0-	6			0-	4 ½	2-	1	0-	6	0-	6												
LOCATION				LEFT CUTOFF WALL										NO. REQUIRED = 1																			
4	807	16-	6	2	1			16-	6																								
4	808	16-	6	2	1			16-	6																								
4	809	4-	5	17	7			1-	5 ½	0-	6	0-	6	0-	6																		
LOCATION				RIGHT CUTOFF WALL										NO. REQUIRED = 1																			
4	810	16-	6	2	1			16-	6																								
4	811	16-	6	2	1			16-	6																								
4	812	4-	5	17	7			1-	5 ½	0-	6	0-	6	0-	6																		
LOCATION				18" PIPE PENETRATION										NO. REQUIRED = 3																			
4	901	4-	1	8	1			4-	1																								
4	902	4-	10	8	1			4-	10																								
LOCATION				30" PIPE PENETRATION										NO. REQUIRED = 1																			
4	903	5-	3	8	1			5-	3																								
4	904	6-	0	8	1			6-	0																								

BRIDGE CULVERT NO. 724446

REVISIONS				ENGINEER OF RECORD	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			BOX CULVERT CD-1 REINFORCING BAR LIST (2 OF 2)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DAVID A. WHONG, P.E. P.E. NO.: 66882 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD, SUITE 200 JACKSONVILLE, FL. 32207 CERTIFICATE OF AUTHORIZATION: 1838	ROAD	COUNTY	FINANCIAL PROJECT ID			13
					FLORIDA BLVD	DUVAL	648931			

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Load Rating Summary Details for Reinforced Concrete Bridge Culverts (Box and Three-Sided Culvert)																	Table Date 01-01-11	
Table 2 - LRFR																		
Level	Limit State	Vehicle	Weight (tons)	Load Factors			Moment (Strength)					Shear (Strength)					Comments:	
				LL	DC	DW	Unfactored Ratio	LL Permanent Loads	Rating Factor	Tons	Location	Dimension	Unfactored Ratio	LL Permanent Loads	Rating Factor	Tons		Location
Design Load Rating	Strength I (Inv)	HL-93	N/A	1.75	1.25	1.50	2.33	1.65	N/A	A	1.17	3.97	1.84	N/A	B	7.83		
	Strength I (Op)	HL-93	N/A	1.35	1.25	1.50	2.33	2.13	N/A	A	1.17	3.97	2.38	N/A	B	7.83		
Permit Load Rating	Strength II	FL120	60.0	1.35	1.25	1.50	3.75	1.32	79.47	A	1.17	4.83	1.96	117.46	B	7.83		

General Notes:

1. This table is based on the requirements established in the January 2019 "Structures Manual".

Table 2 Notes:

1. Permit capacity is determined by using the permit vehicle in all lanes.

2. Does the depth of fill above the top slab exceed the span length between the inside faces of the end walls (Bridge Culvert Total Span Length)? ☐ Yes ☒ No

If Yes then the live load may be neglected per LRFD 3.6.1.2.6.

3. Software: FDOT Box Culvert v4.0

Abbreviations:

DL - Dead Load (LFR)

DC - Component Dead Load (LRFR)

DW - Wearing Surface & Utility Dead Load (LRFR)

LL - Live Load

Inv - Inventory

Op - Operating

RATING LOCATIONS

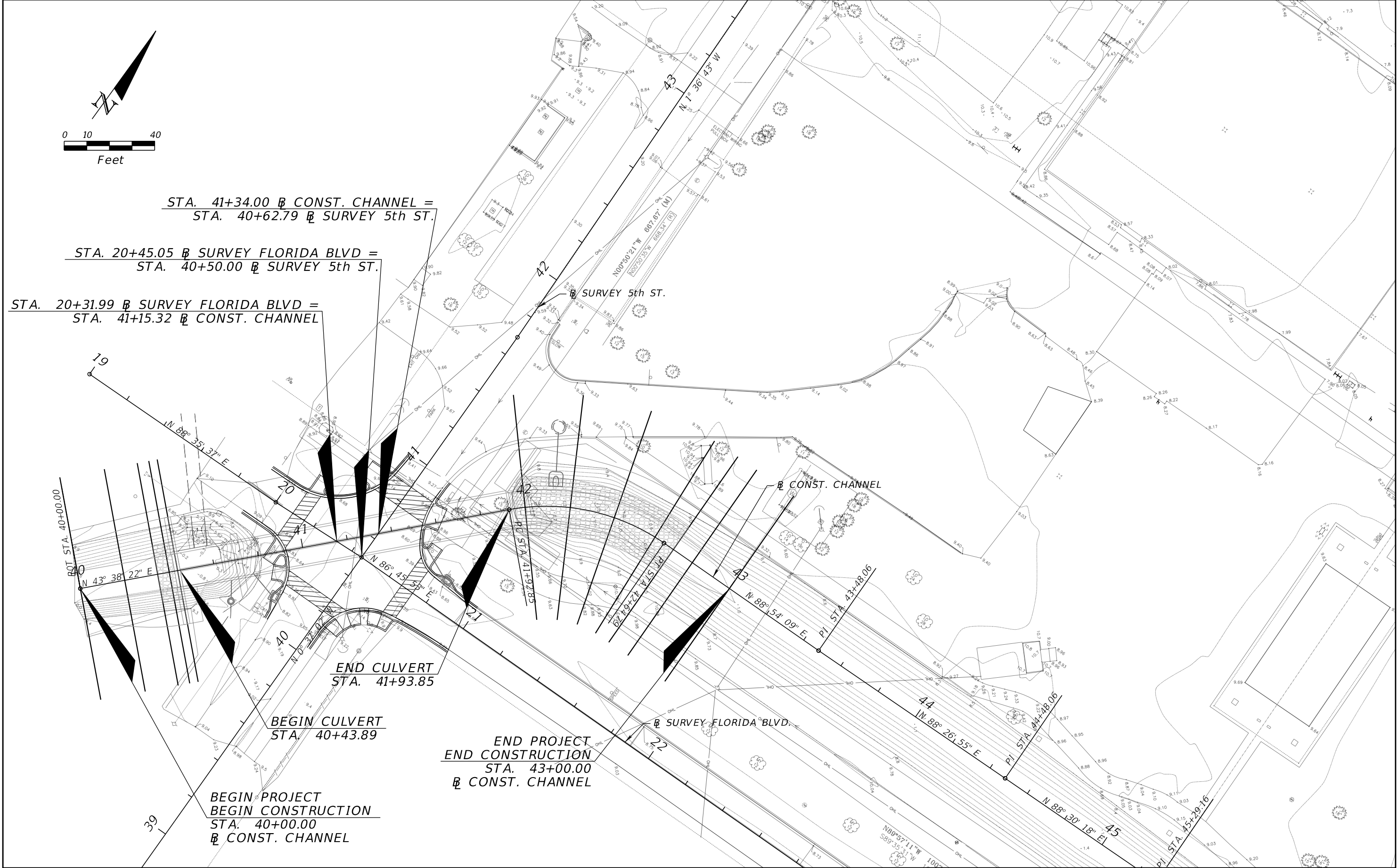
BRIDGE CULVERT NO. 724446

REVISIONS				ENGINEER OF RECORD		CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			BRIDGE CULVERT CD-1 BRIDGE LOAD RATING SUMMARY		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION	DAVID A. WHONG, P.E. P.E. NO.: 66882 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL. 32207 CERTIFICATE OF AUTHORIZATION: 1838						
						ROAD	COUNTY	FINANCIAL PROJECT ID			
						FLORIDA BLVD	DUVAL	648931			

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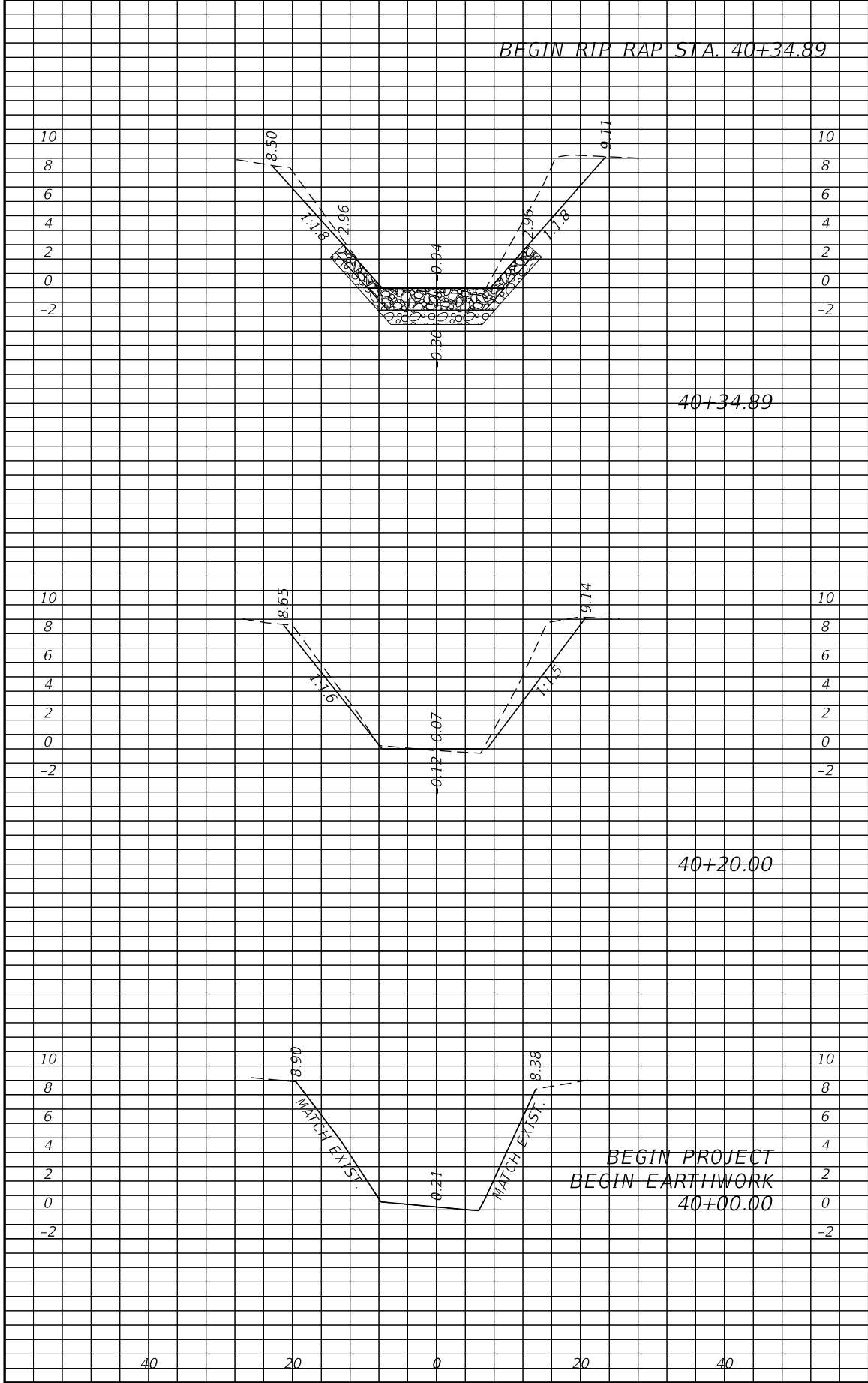
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Drawn By : DAW 10-19
Designed By : RLH 10-19
Checked By : DAW 10-19

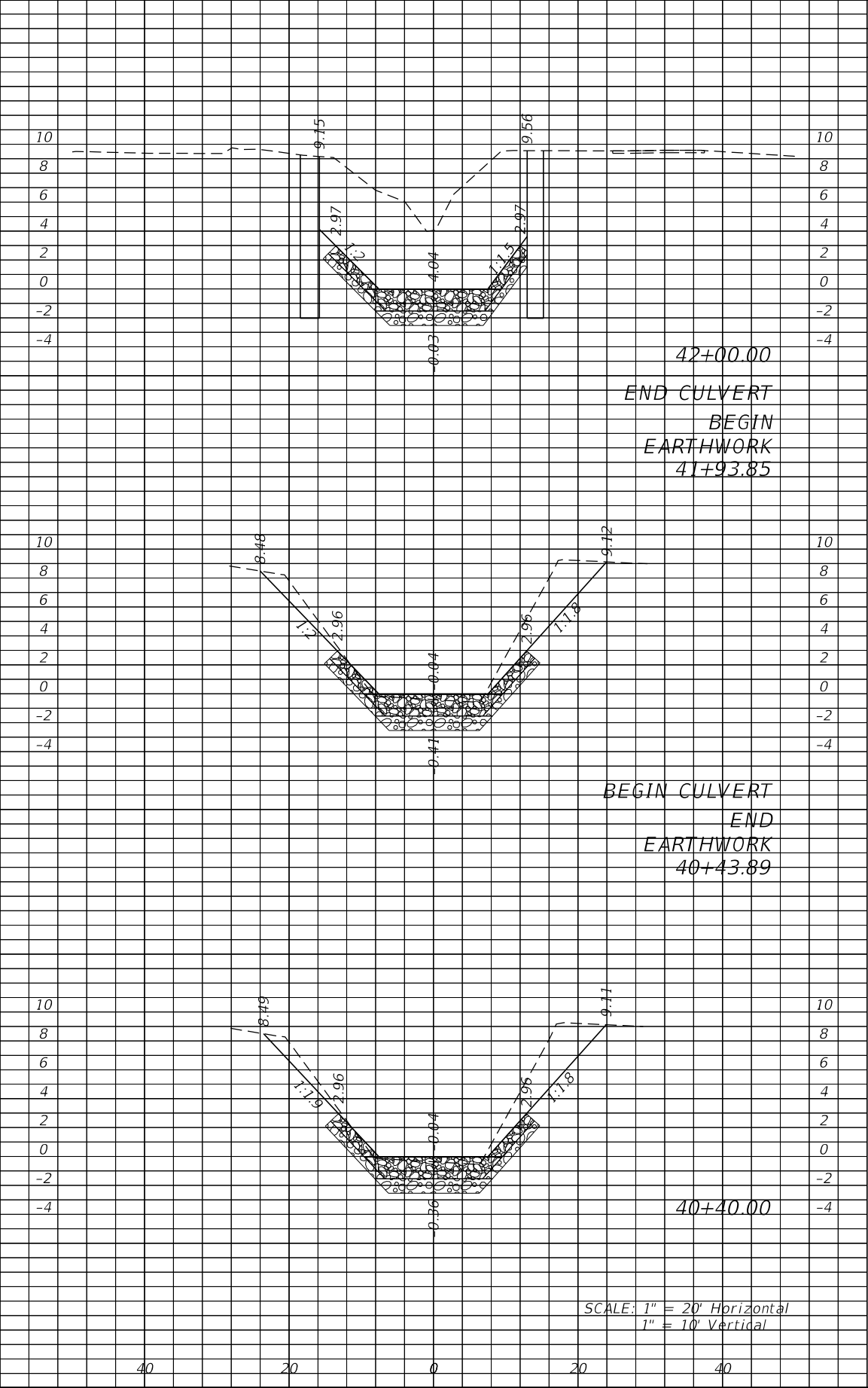


REVISIONS				THOMAS J GYOROG, P.E. P.E. NO.: 46612 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL. 32207 CERTIFICATE OF AUTHORIZATION: 1838	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			CROSS SECTION PATTERN	SHEET NO. 15 Page 348 of 389
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID		
					FLORIDA BLVD	DUVAL	648931		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Channel Exc.		Embankment	
A	V	A	V
97	41	0	4
	19		1
29	11	1	0
0	0	0	0



Channel Exc.		Embankment	
A	V	A	V
300	68	0	0
300	0	0	0
97	14	0	0
97	18	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

THOMAS J GYOROG, P.E.
P.E. NO.: 46612
PARSONS TRANSPORTATION GROUP
1300 RIVERPLACE BLVD. SUITE 200
JACKSONVILLE, FL 32207
CERTIFICATE OF AUTHORIZATION: 1838

CITY OF NEPTUNE BEACH
DEPARTMENT OF PUBLIC WORKS

ROAD	COUNTY	FINANCIAL PROJECT ID
FLORIDA BLVD	DUVAL	648931

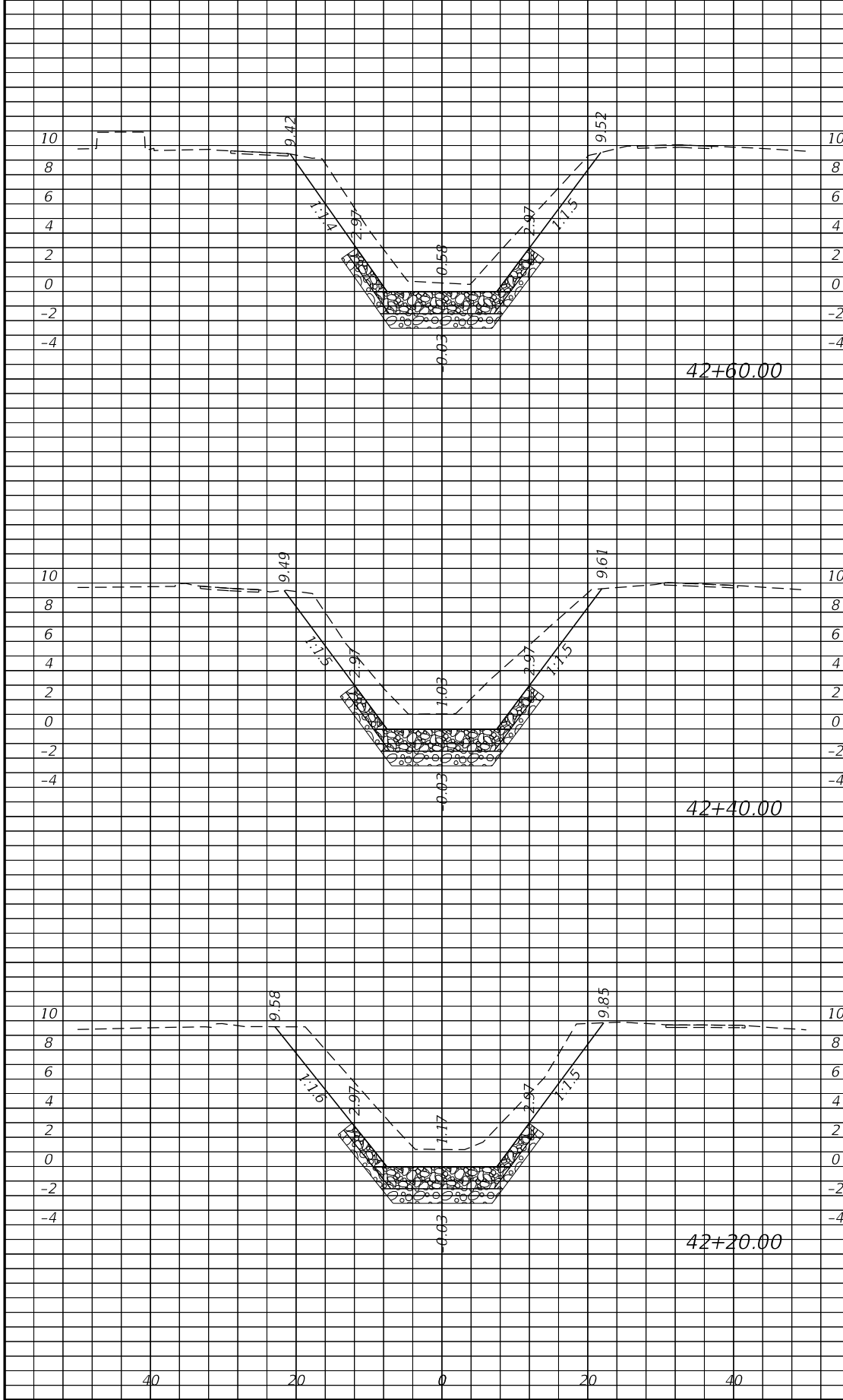
CHANNEL CROSS SECTIONS

SHEET NO.

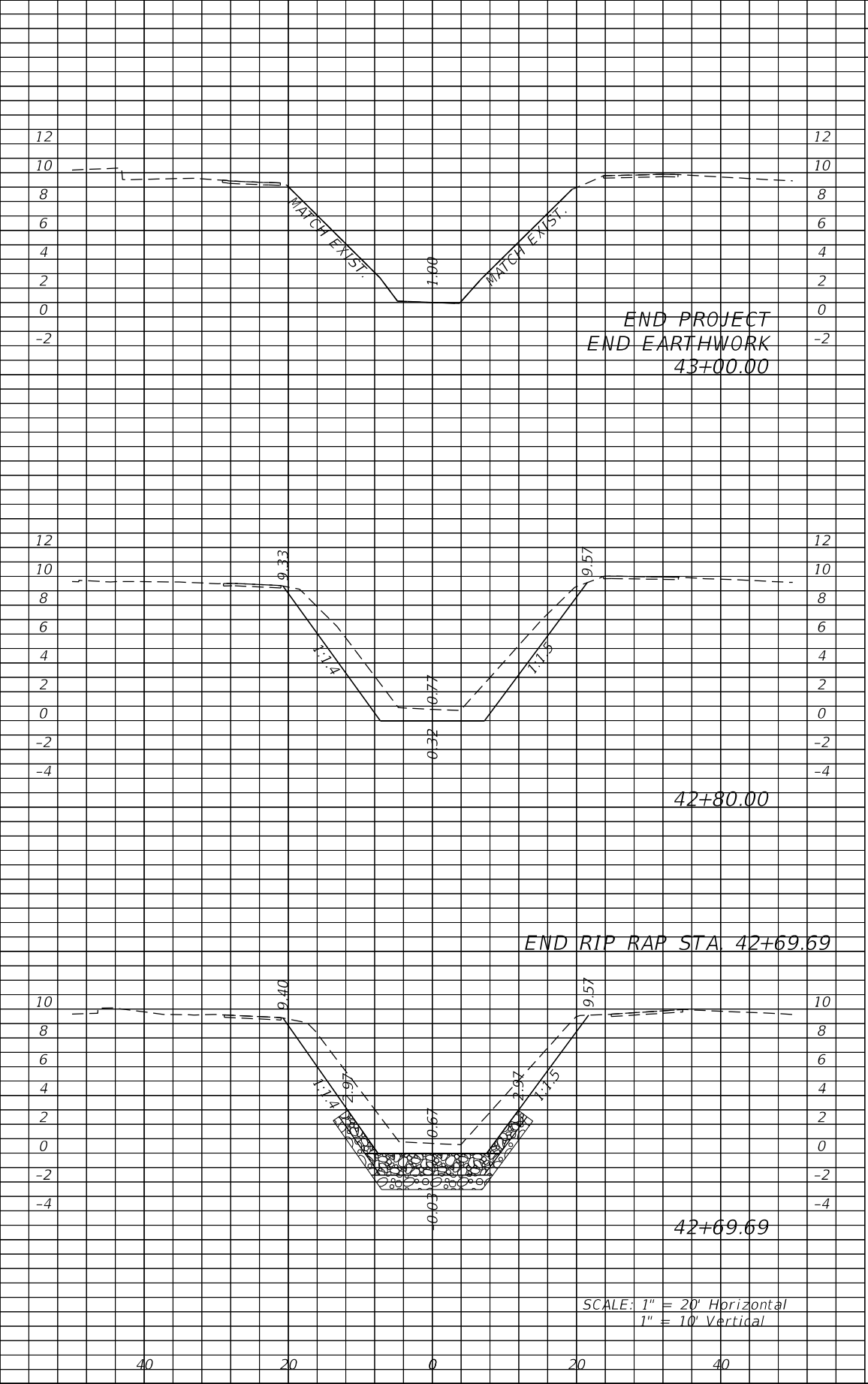
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Channel Exc.		Embankment	
A	V	A	V
127	101	0	0
145	110	0	0
151	167	0	0



Channel Exc.		Embankment	
A	V	A	V
0	25	0	0
67	26	0	0
69	129	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

THOMAS J GYOROG, P.E.
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CITY OF NEPTUNE BEACH
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ROAD	COUNTY	FINANCIAL PROJECT ID
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CHANNEL CROSS SECTIONS

SHEET NO.

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The following narrative of the Stormwater Pollution Prevention Plan contains references to the FDOT Specifications, the Design Standards, the Florida Erosion and Sediment Control Manual, and other sheets of these construction plans. The first sheet of the constructions plans (called the Key Sheet) contains an index to the other sheets. The complete Stormwater Pollution Prevention Plan includes several items: this narrative description, the documents referenced in this narrative, the approved Erosion Control Plan required by FDOT Specification Section 104, and reports of inspections made during construction.

1.0 SITE DESCRIPTION:

1.a. Nature of Construction Activity:

The scope of this project includes stormwater and pedestrian mobility improvements at the intersection on Florida Blvd. and 5th St. which include the following:

Remove existing 4' x 6' pipe and construct a double 7' x 6' bridge culvert. Regrade the existing channel.
Remove and widen old paths as well as construct new paths.
Construct curb inlets on the NE and SW sections of the intersection.

1.b. Sequence of Major Soil Disturbing Activities:

In the FDOT Specification 104 Erosion Control Plan, provide a detailed sequence of construction for all construction activities. Follow the sequence of major activities described below, unless a different sequence that is equal or better at controlling erosion and trapping sediment and is approved by the Engineer.

For each construction phase, install perimeter controls after clearing and grubbing necessary for installation of controls but before beginning other work for the construction phase. Remove perimeter controls only after all upstream areas are stabilized.

1. Clearing and grubbing for channel and bridge culvert.

2. Earthwork associated with the construction of channel, bridge culvert, roadway, base and pavement.

1.c. Area Estimates:

Total site area: 0.54 acres
Total area to be disturbed: 0.48 acres (Clear and Grub Area)

1.d. Runoff Data:

Runoff Coefficients:
Before: 0.50
During: 0.40
After: 0.60

Soils Data: The results of the soil borings indicate loose, poorly grade sands. See Report of Geotechnical Exploration for more information.

Outfall information: There is one primary outfall.

1 DESCRIPTION: Downstream of Florida Blvd.

LOCATION: Latitude 30° 18' 50.83" N, Longitude 81° 24' 2.03" W
ESTIMATE DRAINAGE AREA SIZE = 2368 Acres
RECEIVING WATER NAME: Intracoastal Waterway

1.e. Site Map:

The construction plans are being used as the site maps. The location of the required information is described below. The sheet numbers for the plan sheets referenced are identified on the Key Sheet of these construction plans.

* Drainage Patterns: The drainage basin divides and flow directions are shown on the Drainage map.

* Approximate Slopes: The slopes of the site can be seen in the Cross Section Sheets and the Profile Sheets.

* Areas Of Soil Disturbance: The areas to be disturbed are indicated on the Plan Sheets and the Cross Section Sheets. Any areas where permanent features are shown to be constructed above or below ground will be disturbed.

* Areas Not to Be Disturbed: Areas outside the limits of construction shall not be disturbed.

* Locations of Temporary Controls: These are shown on the Erosion & Sediment Control Sheets.

* Locations of Permanent Controls: The channel stabilization is the primary permanent stormwater managment controls. These are shown on the Typical Section Sheets and the Plan Sheets.

* Areas To Be Stabilized: Temporary stabilization practices are shown in the same location as the temporary controls mentioned above. Permanent stabilization is shown on the Typical Section Sheets and the Plan Sheets.

* Surface Waters: CONB Channel to Hopkins Creek and Intracoastal Waterway.

* Discharge Points To Surface Waters: There is one offsite discharge point to surface waters related to this project. This is identified in Item 1.d as an outfall.

1.f. Receiving Waters:

See item 1.d for the outfall locations and receiving water names.

Within the site, surface waters exist along the alignment. These are located on the Plans Sheets.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID		18 Page 351 of
					FLORIDA BLVD	DUVAL	648931		

2.0CONTROLS:

2.aErosion and Sediment Controls:

In the Sediment and Erosion Control Plan, describe the proposed stabilization and structural practices based on the proposed Traffic Control Plan. The following recommended guidelines are based on the Traffic Control Plan (TCP) outlined in the construction plans. Where following the Traffic Control Plan (TCP) outlined in these construction plans, choose to accept the following guidelines or modify them in the Sediment and Erosion Control Plan, subject to approval of the Engineer. As work progresses, modify the plan to adapt to seasonal variation, changes in construction activities, and the need for better practices.

For each construction phase, install perimeter controls after clearing and grubbing necessary for installation of controls but before beginning other work for the construction phase. Remove perimeter controls only after all upstream areas are stabilized.

Follow the sequence of activities shown in paragraph 1.b.

2.a.1Stabilization Practices:

In the Sediment and Erosion Control Plan, describe the stabilization practices proposed to control erosion. Initiate all stabilization measures as soon as practical, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased. The stabilization practices shall include at least the following, unless otherwise approved by the Engineer.

Temporary:

- * Turf and Sod.
- * Artificial Coverings / Rolled Erosion Control Products.

Permanent:

- * Asphalt or concrete surface.
- * Turf Block Pavers.
- * Turf and Sod.
- * Rubble riprap.
- * Bedding Stone.

2.a.2Structural Practices:

In the Sediment and Erosion Control Plan, describe the proposed structural practices to control or trap sediment and otherwise prevent the discharge of pollutants from exposed areas of the site. Sediment controls shall be in place before disturbing soil upstream of the control. The structural practices shall include at least the following, unless otherwise approved by the Engineer.

Temporary:

- * Sediment Barriers.
- * Inlet protection systems.
- * Sandbags to control erosion and trap silt.
- * Sediment containment systems.
- * Temporary slope drain / runoff control structures.
- * Floating and staked turbidity barriers.
- * Soil tracking prevention device.

Permanent:

- * Turf and Sod.

2.bStormwater Management:

Stormwater will be allowed to pass during high flow events to avoid water surface elevation increases.

2.cOther Controls:

2.c.1Waste Disposal:

In the Sediment and Erosion Control Plan, describe the proposed methods to prevent the discharge of solid materials, including building materials, to waters of the United States. The proposed methods shall include at least the following, unless otherwise approved by the Engineer.

- * Providing litter control and collection within the project during construction activities.
- * Disposing of all fertilizer or other chemical containers according to EPA's standard practices as detailed by the manufacturer.
- * Disposing of solid materials including building and construction materials off the project site but not in surface waters, or wetlands.

2.c.2Off-Site Vehicle Tracking & Dust Control:

In the Sediment and Erosion Control Plan, describe the proposed methods for minimizing offsite vehicle tracking of sediments and generating dust. The proposed methods shall include at least the following, unless otherwise approved by the Engineer.

- * Covering loaded haul trucks with tarpaulins.
- * Removing excess dirt from roads daily.
- * Stabilizing construction entrances.
- * Using roadway sweepers during dust generating activities such as excavation and milling operations.

2.c.3State and Local Regulations for Waste Disposal, Sanitary Sewer, or Septic Tank Regulations.

In the Sediment and Erosion Control Plan, describe the proposed methods to comply with applicable state and local regulations for waste disposal, and sanitary sewer or septic systems.

2.c.4Fertilizers and Pesticides:

In the Sediment and Erosion Control Plan, describe the procedures for applying fertilizers and pesticides. The proposed procedures shall comply with applicable subsections of FDOT Specification 570.

2.c.5Toxic Substances:

In the Sediment and Erosion Control Plan, provide a list of toxic substances that are likely to be used on the job and provide a plan addressing the generation, application, migration, storage, and disposal of these substances.

4.0INSPECTIONS:

Provide the Engineer with a minimum of 24 hour notice prior to the weekly erosion control inspection required by FDOT Specification 104-7.1.

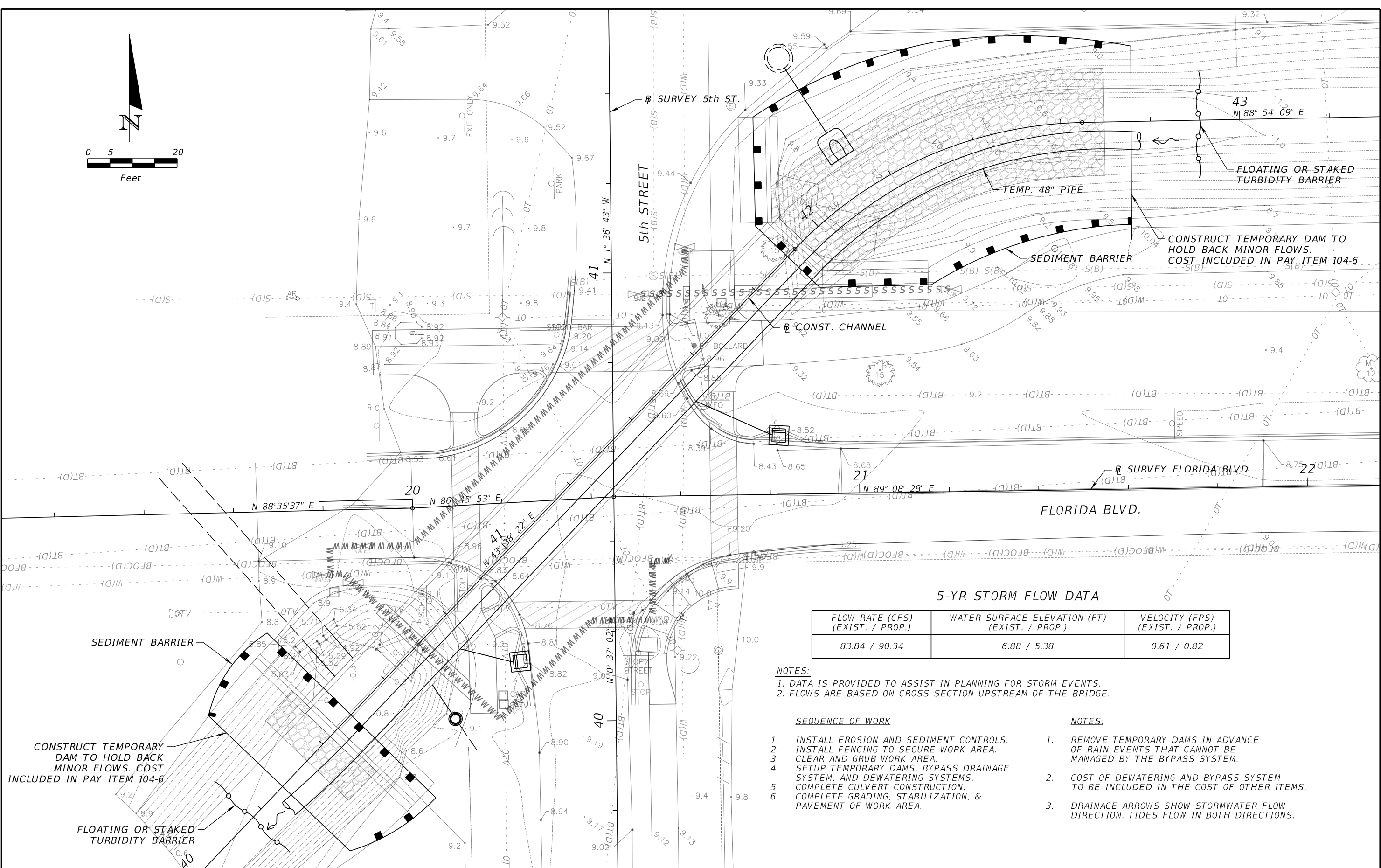
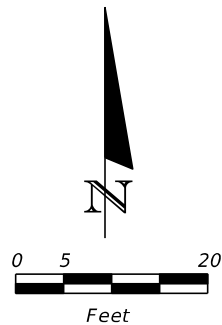
5.0NON-STORMWATER DISCHARGES:

In the Sediment and Erosion Control Plan, identify all anticipated non-stormwater discharges (except flows from fire fighting activities). Describe the proposed measures to prevent pollution of these non-stormwater discharges. If contaminated soil or groundwater is encountered, contact the Project Engineer.

Obtain all dewatering permits. A standard Consumptive use permit is required from the SJRWMD for dewatering that exceeds certain thresholds. A DEP Generic Permit for the discharge of produced groundwater is required. The discharge from dewatering activities shall not violate state or federal turbidity standards. Turbidity controls such as sediment traps, flocculates, filters and other measures shall be used to meet discharge standards.

REVISIONS				THOMAS J GYOROG, P.E. P.E. NO.: 46612 PARSONS TRANSPORTATION GROUP 1300 RIVERPLACE BLVD. SUITE 200 JACKSONVILLE, FL 32207 CERTIFICATE OF AUTHORIZATION: 1838	CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS			STORMWATER POLLUTION PREVENTION PLAN	SHEET NO.
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					FLORIDA BLVD	DUVAL	648931		

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NOTES:

1. DATA IS PROVIDED TO ASSIST IN PLANNING FOR STORM EVENTS.
2. FLOWS ARE BASED ON CROSS SECTION UPSTREAM OF THE BRIDGE.

SEQUENCE OF WORK

1. INSTALL EROSION AND SEDIMENT CONTROLS.
2. INSTALL FENCING TO SECURE WORK AREA.
3. CLEAR AND GRUB WORK AREA.
4. SETUP TEMPORARY DAMS, BYPASS DRAINAGE SYSTEM, AND DEWATERING SYSTEMS.
5. COMPLETE CULVERT CONSTRUCTION.
6. COMPLETE GRADING, STABILIZATION, & PAVEMENT OF WORK AREA.

NOTES:

1. REMOVE TEMPORARY DAMS IN ADVANCE OF RAIN EVENTS THAT CANNOT BE MANAGED BY THE BYPASS SYSTEM.
2. COST OF DEWATERING AND BYPASS SYSTEM TO BE INCLUDED IN THE COST OF OTHER ITEMS.
3. DRAINAGE ARROWS SHOW STORMWATER FLOW DIRECTION. TIDES FLOW IN BOTH DIRECTIONS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NEPTUNE BEACH DEPARTMENT OF PUBLIC WORKS		
ROAD	COUNTY	FINANCIAL PROJECT ID
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EROSION & SEDIMENT CONTROL PLAN	
20	

SHEET NO.
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A

ROAD
CLOSED
AHEAD

E

5th ST
DETOUR
↑

I

ROAD
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M

TO BE PLACED ON
PEDESTRIAN LCD
SIDEWALK
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B

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FLA BLVD
PCMS
Message 1
FLA BLVD
& 5TH ST
CLOSED

5th ST
PCMS
Message 1
5th ST &
FLA BLVD
CLOSED

PCMS
Message 2
STARTING
DAY
XXXXX

MESSAGE TO BE DISPLAYED ONE
WEEK PRIOR TO ROAD CLOSURE,
WHERE "DAY" IS THE DAY OF
THE WEEK (i.e. "MONDAY") AND
"XXXXX" IS THE DATE OF
CLOSURE, (i.e. "MARCH 12")

DETOUR SEQUENCE:

5th ST (NB):
SOUTH ST (EB) to 4th ST (NB) to FLORIDA BLVD (EB) to 3rd ST (NB) to BAY ST (WB)

5th ST (SB):
BAY ST (EB) to 3rd ST (SB) to SOUTH ST (WB)

FLORIDA BLVD (EB):
7th ST (NB) to MAGNOLIA ST (EB) to BAY ST (EB) to 3rd ST (SB)

FLORIDA BLVD (WB):
4th ST (SB) to SOUTH ST (WB) to 5th ST (SB) to BOWLES ST (EB) to 4th ST (NB) to
FLORIDA BLVD (EB) to 3rd ST (NB) to BAY ST (WB) to MAGNOLIA ST (SB) to 7th ST (SB)

NOTES:

1. PLACE FOUR PCMS's (2 ALONG 5th ST & 2 ALONG FLORIDA BLVD)
ONE WEEK PRIOR TO INTERSECTION CLOSURE.

2. ALL SIGNS ARE TO BE PLACED IN A LOCATION APPROVED BY THE ENGINEER.

3. PEDESTRIANS SHALL BE DETOURED ALONG THE BEACHES CHAPEL SCHOOL SOUTHERN
DRIVEWAY TO JARBOE PARK SOUTHERN PEDESTRIAN PATHWAY AND OVER EXIST
PEDESTRIAN BRIDGE.

LEGEND:

□

WORK ZONE SIGN

⊠

TYPE III BARRICADE

⬇

PEDESTRIAN LCD

⬇

PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN (PCMS)

←

DIRECTION OF PEDESTRIAN

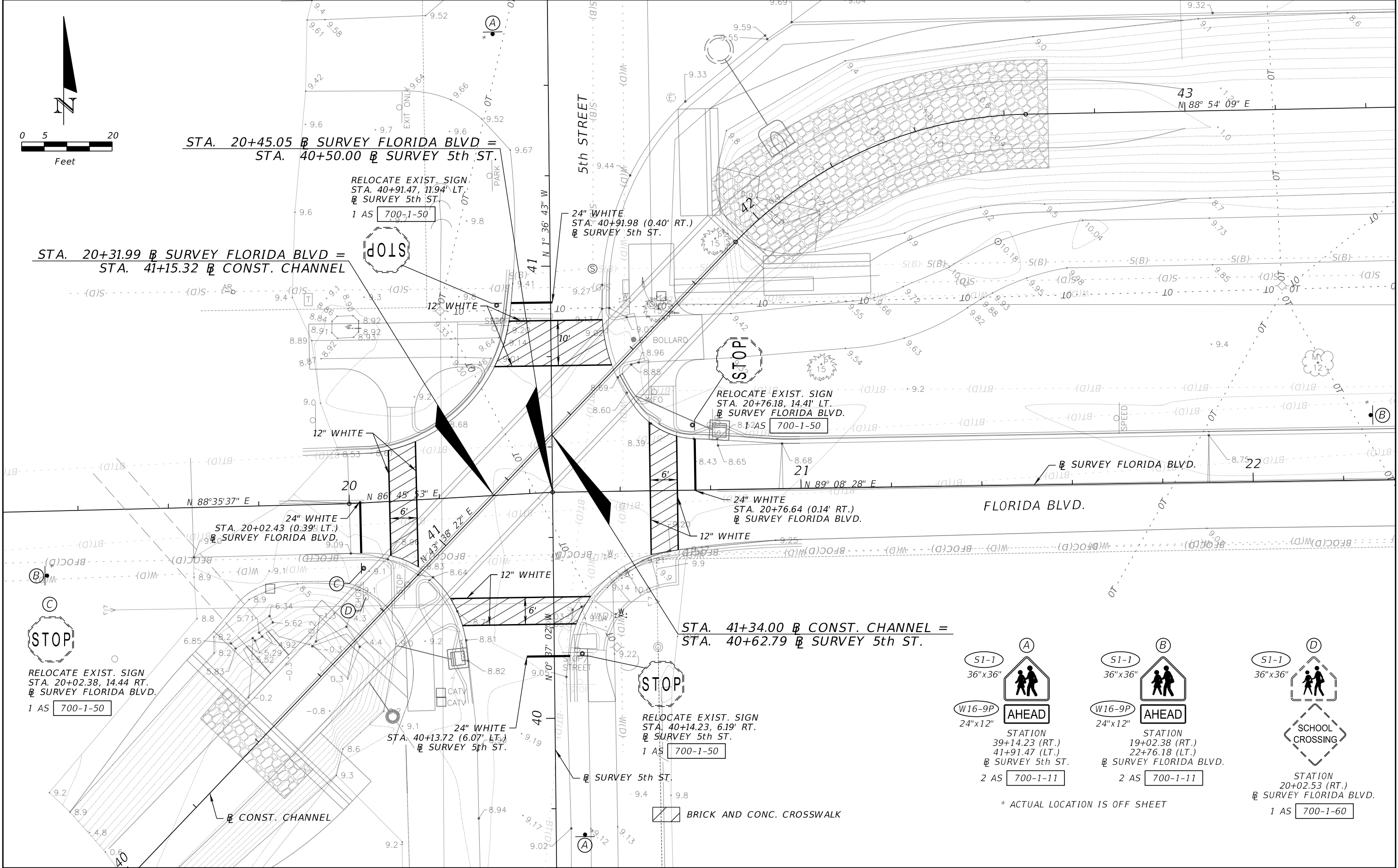
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DIRECTION OF TRAFFIC

⊠

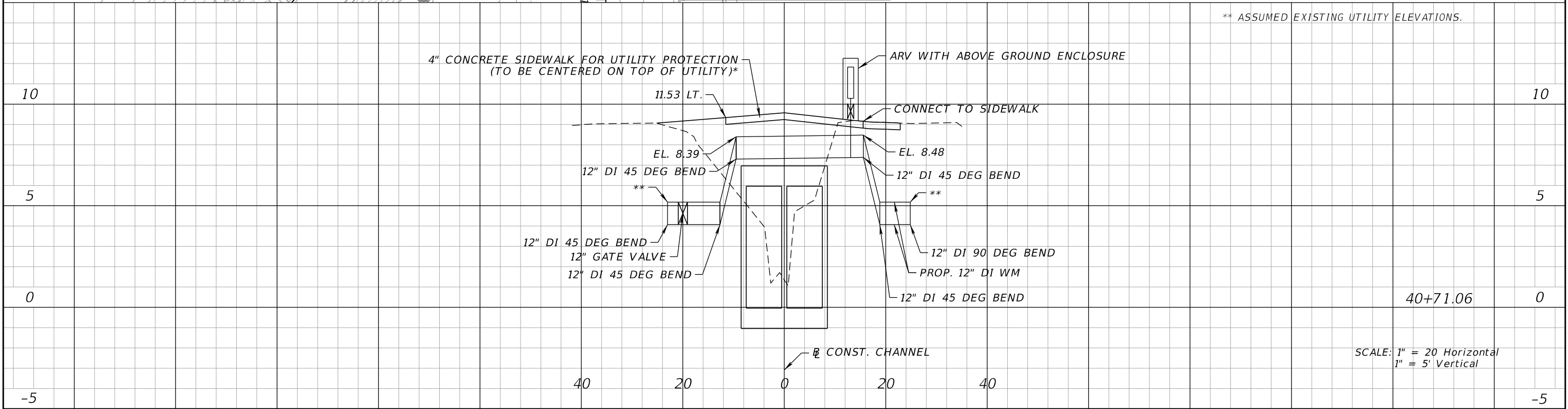
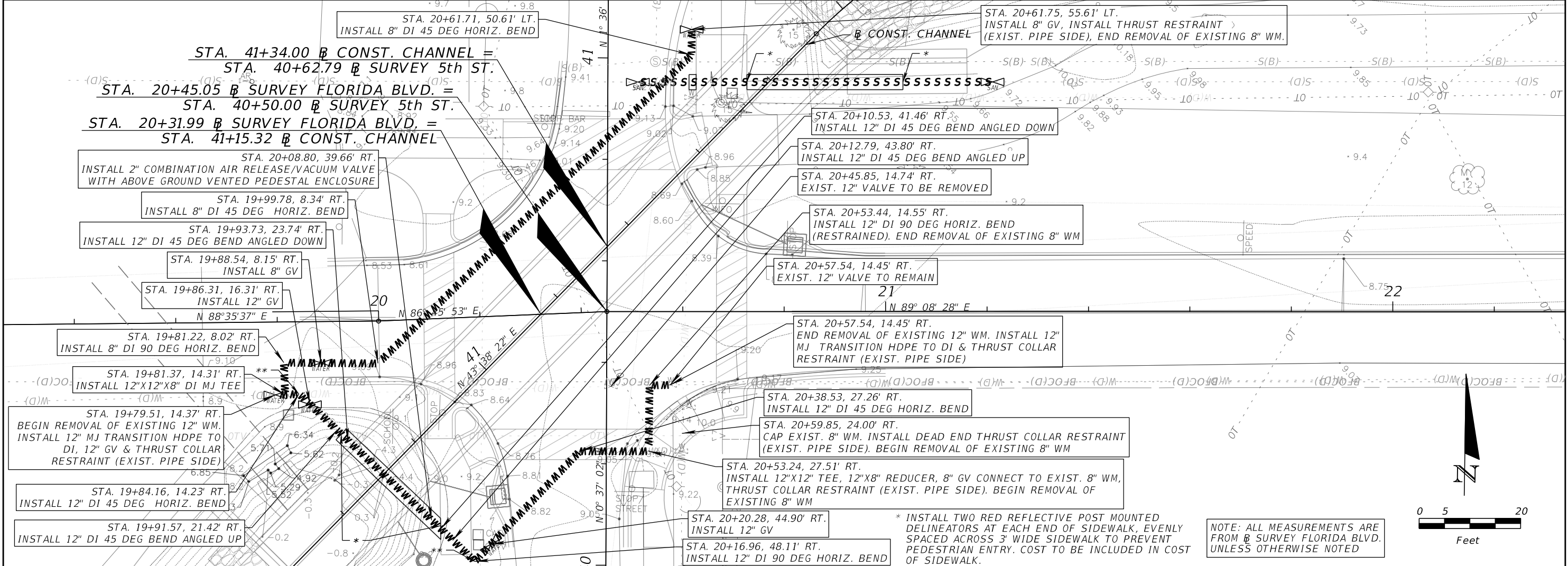
WORK ZONE

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID			
					FLORIDA BLVD	DUVAL	648931			



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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY	FINANCIAL PROJECT ID			
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UTILITY NOTES
=====

WATER AND SEWER

1. JEA STANDARDS DETAILS DATED JANUARY 2020 APPLY TO THIS CONTRACT. FOR SPECIFIC DETAILS REFER TO PLATES W-10, W-11, W-16 THRU 19, W-24 THRU W-27, W-31D, S-29B THRU S-34, S-38A, S-38C, S-38D, S-43, AND PLATE S-44. FOR TYPICAL TRENCH DETAIL SEE PLATE W-42.
2. ALL WATER AND SEWER LINES WITHIN THE RIGHT-OF-WAY SHALL USE LOCATE WIRE.
3. ALL SEWER LATERALS SHALL HAVE A TWO-WAY CLEAN-OUT WITH RT BOX LOCATED AT THE RIGHT-OF-WAY LINE.
4. WATER APPROVED MATERIALS AND PRODUCTS (FOR ALL WORK WITHIN RIGHT-OF-WAYS, AND/OR INTENDED FOR DEDICATION TO THE CITY), UNLESS OTHERWISE SPECIFIED ELSEWHERE IN THESE PLANS.

A. REPAIR BANDS: SMITH-BLAIR STYLE 226 OR EZ-MAX PLUS REPAIR BAND

B. TAPPING SADDLE (SMALL SERVICES 2" AND SMALLER): SMITH-BLAIR STYLE 317

C. TAPPING SADDLE (LARGE DIAMETER 4"-12"): SMITH-BLAIR STYLE 663-STAINLESS STEEL FLANGE TAPPING SLEEVE

D. BRASS CURB STOP: MUELLER STYLE 300

E. BRASS CORPORATION STOPS: MUELLER STYLE 300

F. BRASS BALL VALVES: MUELLER STYLE 300

G. COUPLERS: HYMAX BY KRAUSZ USA, WITH STIFFNERS IF FOR HDPE

H. FIRE HYDRANT: A423-5 ¼" MUELLER HYDRANTS W/STAINLESS STEEL STEM AND FASTENERS, 2 HOSE NOZZLES, 1 PUMPER NOZZLE, COLOR IN RED

I. M.J. RESTRAINTS: SIGMA ONE-LOK SERIES

J. VALVES: MUELLER STYLE 2361 W/STAINLESS STEEL STEM AND FASTENERS

K. BELL RESTRAINTS: SIGMA PV-LOK SERIES

L. PVC PIPE (LARGE DIAMETER LARGER THAN 2"): DR-18 OR DR-14, ASTM C900, BLUE

M. POLY TUBING (2" AND SMALLER): SDR 9, 200 PSI, ASTM D2737, BLUE

N. D.I.P.: CLASS 50 OR 51

O. METER BOXES: FIBERCRETE

P. METER BOX LIDS: FIBERCRETE IN NON-TRAFFIC AREA AND METAL IN TRAFFIC AREAS WITH TOUCH READ HOLE
5. SEWER APPROVED MATERIALS AND PRODUCTS: (FOR ALL WORK WITHIN RIGHT-OF-WAYS, AND INTENDED FOR DEDICATION TO THE CITY)

A. MANHOLE LIDS: USF 679-AZ RING AND COVER

B. SEWER TAPPING: TEE WYE

C. FORCE MAIN: PVC DR-18 OR DIP CLASS 50 OR 51, GREEN

D. VALVES: MUELLER STYLE 2361 WITH STAINLESS STEEL STEM AND FASTENERS

E. D.I.P.: CLASS 50 OR 51

F. M.J. RESTRAINTS: SIGMA ONE-LOK SERIES

G. M.J. VALVES: MUELLER STYLE 2361 WITH STAINLESS STEEL STEM AND FASTENERS

H. BELL RESTRAINTS: SIGMA PV-LOK SERIES

I. MANHOLES: FDEP APPROVED PRECAST WITH RUBBER BOOT CONNECTIONS AND BITUMINOUS INTERIOR AND EXTERIOR COATINGS. MANHOLES THAT RECEIVE A DISCHARGE FROM A FORCE MAIN SHALL HAVE AN INTERIOR LINING OF HDPE OR FIBERGLASS.

J. GRAVITY PIPE: DR-35 OR DR-21, ASTM 3035, GREEN
6. MINIMUM PIPE COVER FOR WATER AND SEWER, UNLESS OTHERWISE SHOWN: (FOR ALL WORK WITHIN RIGHT-OF-WAYS, AND/OR INTENDED FOR DEDICATION TO THE CITY)

A. PAVED AREAS: SHALL HAVE A MINIMUM COVER OF 36" FROM THE TOP OF THE BELL TO THE BOTTOM OF THE PAVEMENT BASE.

B. UNPAVED AREAS: SHALL HAVE A MINIMUM COVER OF 30" FROM THE TOP OF THE BELL TO THE FINISHED GRADE.
7. EXISTING WATER MAIN AND SEWER FORCE MAIN LOCATIONS ARE ESTIMATED. CONNECTION POINTS MAY DIFFER FROM WHAT IS DISPLAYED IN THESE PLANS.
8. ALL NEW PIPING AND PIPE JOINTS SHALL BE RESTRAINED.

SEWER

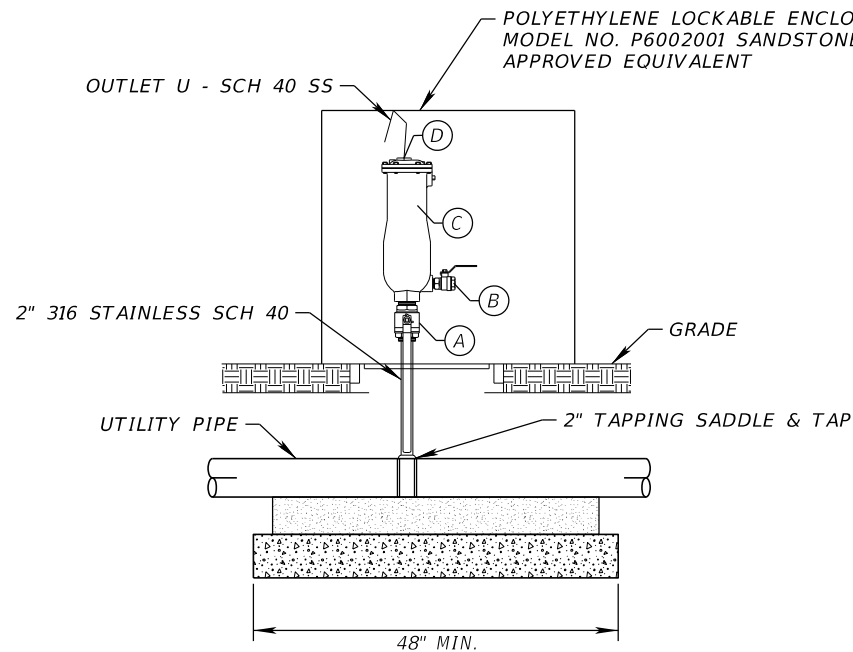
1. THE EXISTING FORCEMAIN WITHIN THE PROJECT LIMITS RECEIVES FLOW FROM PUMP STATION LOCATED AT 420 FLORIDA BLVD. WHICH OPERATES AS A TRIPLEX STATION (3 - 1,100 GPM PUMPS).
2. THE CONTRACTOR SHALL PROVIDE BYPASS PIPING, AS NEEDED TO COMPLETE PROJECT WORK, COMPATIBLE WITH OPERATING CONDITIONS OF THE EXISTING SYSTEM, AND SHALL SUBMIT PROPOSED TEMPORARY BYPASS PLAN FOR APPROVAL BY THE CITY.
3. THE EXISTING GRAVITY SYSTEM WITHIN THE PROJECT SITE MAY NOT BE USED FOR FM BYPASS PURPOSES.

WATER

1. CONTRACTOR SHALL MAINTAIN SERVICE TO CUSTOMERS. PROVIDE BYPASS PIPING TO MAINTAIN LEVEL OF SERVICE AS NEEDED.
2. CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING SYSTEMS USING LINESTOPS AND/OR HOT TAPS EXCEPT WHERE CONNECTION TO EXISTING HDPE IS MADE AND PARTIAL SYSTEM SHUT DOWN IS UNAVOIDABLE.
3. CONTRACTOR SHALL COORDINATE WITH CITY AND FIRE DEPARTMENT FOR ALL TEMPORARY SHUTDOWNS AND/OR OUTAGES AND SHALL PROVIDE OUTAGE PLAN AND CONNECTION SCHEDULE FOR APPROVAL. ALLOW MINIMUM 2 WEEKS NOTICE AFTER APPROVAL PRIOR TO COMMENCING SHUTDOWN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR POSTING AND DELIVERING BOIL WATER NOTICES AS MAY BE REQUIRED.

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- (A) 2" SHUT OFF VALVE, 316 STAINLESS STEEL FULL PORT BALL VALVE
- (B) DRAIN VALVE 316 STAINLESS STEEL FULL PORT BALL VALVE (WASTEWATER ONLY)
- (C) COMBINATION AIR RELEASE VALVE

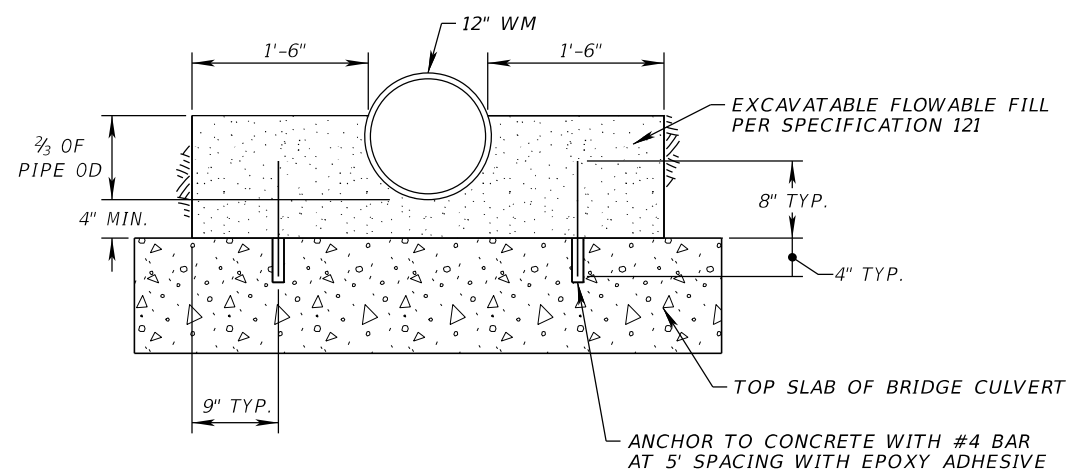
1. FOR WASTEWATER: 2" X 1" THREADED VAL-MATIC MODEL 801ADISV WASTEWATER SUPER VALVE SERIES SINGLE BODY COMBINATION AIR VALVE WITH DUCTILE IRON BODY, 316SS TRIM/HARDWARE, BUNA-N SEATING & NSF FUSION BONDED EPOXY INTERIOR/EXTERIOR; 150 PSI CWP WITH PORTABLE BACKWASH KIT OR APPROVED EQUIVALENT.

2. FOR WATER: 2" THREADED VAL-MATIC MODEL 202C.2DISV WATER SUPER VALVE SERIES SINGLE BODY COMBINATION AIR VALVE WITH DUCTILE IRON BODY, 316SS TRIM/HARDWARE, EPDM SEATING & NSF FUSION BONDED EPOXY INTERIOR/EXTERIOR; 300 PSI CWP OR APPROVED EQUIVALENT.

- (D) OUTLET
U VENT WITH SCREEN

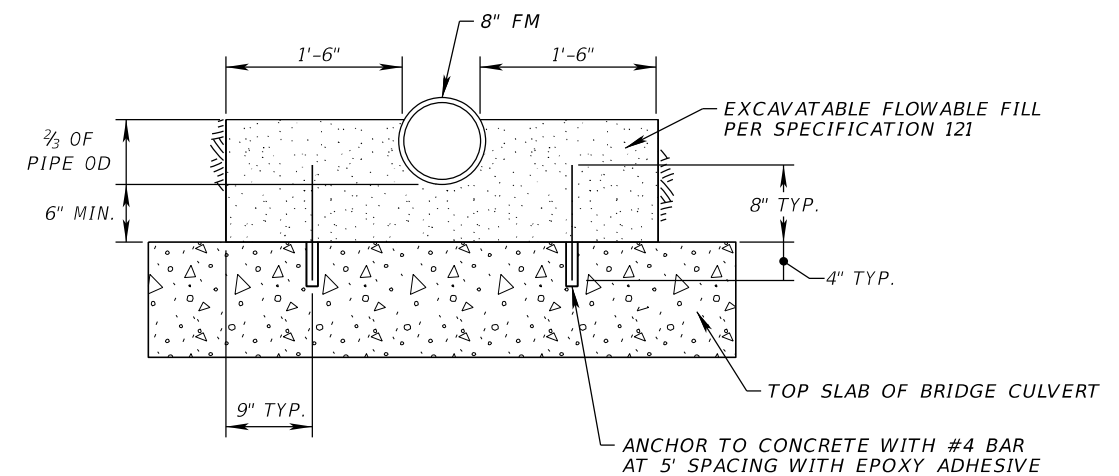
COMBINATION AIR RELEASE/VACUUM VALVE ASSEMBLY WITH ENCLOSURE

N.T.S



DETAIL SHOWING WM UTILITY OVER CONCRETE BRIDGE CULVERT

N.T.S



DETAIL SHOWING FM UTILITY OVER CONCRETE BRIDGE CULVERT

N.T.S

NOTE: COST OF EXCAVATABLE FLOWABLE FILL AND CONCRETE
ANCHORS TO BE INCLUDED IN COST OF UTILITY PIPE.

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SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101 1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS									
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE 1			SHEET TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL				
			DAYS	P	P	P	F		
102 1	MAINTENANCE OF TRAFFIC	LS/DA						120 CONSTRUCTION DAYS	
102 60	WORK ZONE SIGN	ED	120	93	11160	11160			
102 74 2	CHANNELIZING DEVICE, TYPE III, 6'	ED	120	12	1440	1440			
102 74 7	CHANNELIZING DEVICE- PEDESTRIAN LCD	LF	120	2	240	240			
102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	7	4	28	28			

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES													
LOCATION	SIDE	ARTIFICIAL COVERINGS/ ROLLED EROSION CONTROL PRODUCTS		RUNOFF CONTROL STRUCTURE		SEDIMENT BARRIER		FLOATING TURBIDITY BARRIER		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		104 1		104 6		104 10 3		104 11		104 18			
		SY		LF		LF		LF		EA			
		P	F	P	F	P	F	P	F	P	F		
N/A to N/A	N/A	6.5										1% OF TOTAL PERMANENT GRASSING AREA	
N/A to N/A	N/A			47.6								WORK AREA	
N/A to N/A	N/A			45.3								WORK AREA	
19+54.14 to 19+70.45	RT							23.1				☐ SURVEY FLORIDA BLVD.	
21+76.72 to 21+76.96	LT							23.8				☐ SURVEY FLORIDA BLVD.	
19+53.29 to 20+01.52	RT					98.7						☐ SURVEY FLORIDA BLVD.	
20+77.37 to 21+62.02	LT					204.7						☐ SURVEY FLORIDA BLVD.	
16+37.86	LT									1		☐ SURVEY FLORIDA BLVD.	
27+23.21	LT									1		☐ SURVEY FLORIDA BLVD.	
SUB-TOTAL		6.5		92.9		303.4		46.9		2			
TOTAL		7		93		303		47		2			

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SUMMARY OF LITTER REMOVAL AND MOWING																		
CONST. PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL					MOWING					DESIGN NOTES	CONSTRUCTION REMARKS		
					0107 1					0107 2								
	AREA ID				CYCLES	AREA		AREA ID	CYCLES	AREA								
						AC/ CYCLE	TOTAL (AC)			AC/ CYCLE	TOTAL (AC)							
	STA. TO STA.						P	F				P	F					
ALL	19+29.52 to 20+20.17	RT	120	30	289879	4	0.169	0.675							☒ SURVEY FLORIDA BLVD.			
ALL	20+48.32 to 21+00.00	RT	120	30	289881	4	0.012	0.046							☒ SURVEY FLORIDA BLVD.			
ALL	19+90.00 to 20+39.25	LT	120	30	289880	4	0.029	0.114							☒ SURVEY FLORIDA BLVD.			
ALL	20+56.61 to 21+87.44	LT	120	30	289882	4	0.289	1.156							☒ SURVEY FLORIDA BLVD.			
ALL	19+29.52 to 20+20.17	RT	120	30						293147	4	0.140	0.560		☒ SURVEY FLORIDA BLVD.			
ALL	20+49.82 to 21+00.00	RT	120	30						293213	4	0.004	0.016		☒ SURVEY FLORIDA BLVD.			
ALL	19+90.00 to 20+37.75	LT	120	30						293195	4	0.011	0.042		☒ SURVEY FLORIDA BLVD.			
ALL	20+15.51 to 20+30.97	LT	120	30						293181	4	0.003	0.011		☒ SURVEY FLORIDA BLVD.			
ALL	20+58.06 to 21+86.22	LT	120	30						295127	4	0.095	0.378		☒ SURVEY FLORIDA BLVD.			
ALL	20+72.64 to 21+86.22	LT	120	30						329503	4	0.068	0.272		☒ SURVEY FLORIDA BLVD.			
SUB-TOTAL:								1.991	SUB-TOTAL:								1.279	
TOTAL:								1.99	TOTAL:								1.28	

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC/SF)	P	F	P	F		
0110 1 1	CLEARING & GRUBBING				LS				0.55		0.48 TOTAL AC	
		19+29.52 to 20+24.73	RT	304977		0.168					☒ SURVEY FLORIDA BLVD.	
		19+90.00 to 20+33.12	LT	280451		0.015					☒ SURVEY FLORIDA BLVD.	
		19+90.00 to 20+39.25	LT	280450		0.007					☒ SURVEY FLORIDA BLVD.	
		20+60.82 to 21+87.39	LT	330307		0.072					☒ SURVEY FLORIDA BLVD.	
		20+58.21 to 21+87.39	LT	280528		0.146					☒ SURVEY FLORIDA BLVD.	
		21+10.14 to 21+87.24	LT	280561		0.004					☒ SURVEY FLORIDA BLVD.	
		20+00.00 to 20+81.67	LT/RT	313250		0.068					☒ SURVEY FLORIDA BLVD. (ASPH. ROAD)	
		20+63.20 to 21+10.25	LT	280559		0.014					☒ SURVEY FLORIDA BLVD. (ASPH. ROAD)	
		20+47.58 to 20+52.28	RT	313650		0.001					☒ SURVEY FLORIDA BLVD.	
		20+56.57 to 21+87.44	LT	330306		0.031					☒ SURVEY FLORIDA BLVD. (ASPHALT SIDEWALK)	
		20+99.45 to 21+87.21	LT	280524		0.014					☒ SURVEY FLORIDA BLVD. (ASPHALT SIDEWALK)	
		20+58.06 to 21+00.00	RT	313249		0.006					☒ SURVEY FLORIDA BLVD.	
0110 4 10	REMOVAL OF EXISTING CONCRETE				SY				57			
		19+90.00 to 20+35.11	LT	313654			19.6				☒ SURVEY FLORIDA BLVD. (SIDEWALK)	
		20+48.49 to 20+71.00	RT	313581			22.8				☒ SURVEY FLORIDA BLVD. (SIDEWALK)	
		40+90.45 to 40+99.35	LT	282460			1.6				☒ SURVEY FLORIDA BLVD. (CURB)	
		19+97.64 to 20+38.83	LT	313653			1.0				☒ SURVEY FLORIDA BLVD. (CURB)	
		20+16.47 to 20+24.28	RT	282464			3.1				☒ SURVEY FLORIDA BLVD. (CURB)	
		20+59.85 to 20+99.89	RT	282413			8.5				☒ SURVEY FLORIDA BLVD. (CURB)	

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SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
120 5	CHANNEL EXCAVATION				
	Channel	605.00			
	TOTAL CHANNEL EXCAVATION	605.0			
120 6	EMBANKMENT				
	Channel	1.00			
	TOTAL EMBANKMENT	1.0			

SUMMARY OF PAVEMENT												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION				P	F	P	F		
160 4	TYPE B STABILIZATION	20+00.00 to 20+99.89	Ø SURVEY FLORIDA BLVD.	LT/RT		SY	352.9		353			
285704	OPTIONAL BASE, BASE GROUP 04	20+00.00 to 20+08.86	Ø SURVEY FLORIDA BLVD.	RT	269360	SY	4.5		249			
		20+14.45 to 20+66.64	Ø SURVEY FLORIDA BLVD.	LT/RT	269365		225.2					
		20+23.50 to 20+38.96	Ø SURVEY FLORIDA BLVD.	RT	269374		11.2					
		20+50.21 to 20+56.68	Ø SURVEY FLORIDA BLVD.	LT	269392		2.3					
		20+72.64 to 20+99.89	Ø SURVEY FLORIDA BLVD.	LT	269381		6.1					
327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	19+90.00 to 20+56.99	Ø SURVEY FLORIDA BLVD.	LT/RT		SY	82.0		190			
		20+24.54 to 20+99.99	Ø SURVEY FLORIDA BLVD.	LT/RT			108.4					
334 1 11	SUPERPAVE ASPHALTIC CONCRETE (A)	19+90.00 to 20+09.32	Ø SURVEY FLORIDA BLVD.	LT/RT	298306	TN	2.56		51.6		1" THICKNESS (SP-9.5)	
		20+14.45 to 20+66.64	Ø SURVEY FLORIDA BLVD.	LT/RT	298307		14.05				1" THICKNESS (SP-9.5)	
		20+23.50 to 20+49.86	Ø SURVEY FLORIDA BLVD.	RT	298310		2.40				1" THICKNESS (SP-9.5)	
		20+37.57 to 20+56.99	Ø SURVEY FLORIDA BLVD.	LT	298308		1.39				1" THICKNESS (SP-9.5)	
		20+72.63 to 20+99.99	Ø SURVEY FLORIDA BLVD.	LT/RT	298309		3.78				1" THICKNESS (SP-9.5)	
		20+00.00 to 20+08.86	Ø SURVEY FLORIDA BLVD.	RT	284134		0.49				2" THICKNESS (SP-12.5)	
		20+14.45 to 20+66.64	Ø SURVEY FLORIDA BLVD.	LT/RT	284114		24.78				2" THICKNESS (SP-12.5)	
		20+23.50 to 20+38.96	Ø SURVEY FLORIDA BLVD.	RT	284107		1.24				2" THICKNESS (SP-12.5)	
		20+50.21 to 20+56.68	Ø SURVEY FLORIDA BLVD.	LT	284139		0.25				2" THICKNESS (SP-12.5)	
		20+72.64 to 20+99.89	Ø SURVEY FLORIDA BLVD.	LT	284123		0.67				2" THICKNESS (SP-12.5)	
526 1 1	PAVERS, ARCHITECTURAL, ROADWAY	20+21.69 to 20+52.42	Ø SURVEY FLORIDA BLVD.	RT	283096	SY	12.3		56			
		20+34.34 to 20+58.22	Ø SURVEY FLORIDA BLVD.	LT	283094		20.1					
		40+34.40 to 40+61.15	Ø SURVEY 5TH ST.	LT	283097		11.2					
		40+36.16 to 40+64.53	Ø SURVEY 5TH ST.	RT	283093		11.9					

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SUMMARY OF BOX CULVERTS										
PAY ITEM NO.	PAY ITEM DESCRIPTION		LOCATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			STATION		P	F	P	F		
400 4 1	CONCRETE CLASS IV, CULVERTS		CULVERT	CY	350.0		350.0			
415 1 1	REINFORCING STEEL - ROADWAY		CULVERT	LB	51687		51687			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS										
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.			P	F	P	F		
530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	40+34.89 to 40+43.89	LT/RT	TN	16.90		161.8		Ø CONST. CHANNEL (1.5' THICKNESS) (AREA ID 277350)	
		41+93.50 to 42+69.69	LT/RT		144.86				Ø CONST. CHANNEL (1.5' THICKNESS)(AREA ID 277357)	
530 74	BEDDING STONE	40+34.89 to 40+43.89	LT/RT	TN	12.14		116.2		Ø CONST. CHANNEL (12" THICKNESS)(AREA ID 268790)(UNDER ALL RIPRAP)	
		41+93.50 to 42+69.69	LT/RT		104.08				Ø CONST. CHANNEL (12" THICKNESS)(AREA ID 268802)(UNDER ALL RIPRAP)	

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS													
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.			GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F
						TYPE	LENGTH	P	F	P	F		
520 1 10	CONCRETE CURB & GUTTER, COJ	19+90.00 to 20+39.25	LT	LF	72.0			72.0		277		Ø SURVEY FLORIDA BLVD.	
		19+90.00 to 20+24.73	RT		59.6			59.6				Ø SURVEY FLORIDA BLVD.	
		20+56.57 to 20+99.89	LT		71.0			71.0				Ø SURVEY FLORIDA BLVD.	
		20+48.32 to 20+99.99	RT		74.4			74.4				Ø SURVEY FLORIDA BLVD.	

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SUMMARY OF SIDEWALK & DETECTABLE WARNINGS											
LOCATION	SIDE	AREA ID	CONC SIDEWALK AND DRIVEWAYS 4"		CONC SIDEWALK AND DRIVEWAYS 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS	
			522 1		522 2		527 2				
			SY		SY		SF				
STA. TO STA.			P	F	P	F	P	F			
20+21.69 to 20+52.42	RT	313608	12.3						Ø SURVEY FLORIDA BLVD. (DRIVEWAY)		
20+34.34 to 20+58.22	LT	313619	20.1						Ø SURVEY FLORIDA BLVD. (DRIVEWAY)		
40+34.40 to 40+61.15	LT	313603	11.2						Ø SURVEY 5TH ST. (DRIVEWAY)		
40+36.16 to 40+64.53	RT	313613	11.9						Ø SURVEY 5TH ST. (DRIVEWAY)		
20+21.17 to 20+53.13	RT	313640	3.4						Ø SURVEY FLORIDA BLVD. (DRIVEWAY (4"X2))		
20+23.24 to 20+50.26	RT	313642	2.8						Ø SURVEY FLORIDA BLVD. (DRIVEWAY (4"X2))		
20+33.80 to 20+58.55	LT	313636	2.8						Ø SURVEY FLORIDA BLVD. (DRIVEWAY (4"X2))		
20+37.34 to 20+56.67	LT	313638	2.3						Ø SURVEY FLORIDA BLVD. (DRIVEWAY (4"X2))		
40+33.81 to 40+61.55	LT	313632	3.0						Ø SURVEY 5TH ST. (DRIVEWAY (4"X2))		
40+36.07 to 40+59.91	LT	313634	2.6						Ø SURVEY 5TH ST. (DRIVEWAY (4"X2))		
40+35.92 to 40+65.29	RT	313644	3.2						Ø SURVEY 5TH ST. (DRIVEWAY (4"X2))		
40+36.82 to 40+62.46	RT	313646	2.8						Ø SURVEY 5TH ST. (DRIVEWAY (4"X2))		
19+92.00 to 20+26.20	RT	324054	47.1						Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
19+91.36 to 20+16.84	RT	324050	24.8						Ø SURVEY FLORIDA BLVD. (SIDEWALK) (INCLUDES UTILITY PROTECTION)		
20+61.23 to 21+03.41	LT	324055	48.7						Ø SURVEY FLORIDA BLVD. (SIDEWALK) (INCLUDES UTILITY PROTECTION)		
40+03.56 to 40+15.24	RT	325516	6.1						Ø SURVEY 5TH ST. (SIDEWALK)		
40+25.39 to 40+32.16	RT	325515	2.2						Ø SURVEY 5TH ST. (SIDEWALK)		
20+07.38 to 20+22.79	RT	324586			12.0				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+08.21 to 20+17.77	LT	324580			5.5				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+25.64 to 20+36.86	LT	324581			10.5				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+57.49 to 20+65.88	LT	324582			8.3				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+63.11 to 20+73.72	LT	325920			6.6				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+50.03 to 20+62.00	RT	325240			10.3				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+61.03 to 20+73.86	RT	324584			7.7				Ø SURVEY FLORIDA BLVD. (SIDEWALK)		
20+07.53 to 20+17.10	RT	308044					15.0		Ø SURVEY FLORIDA BLVD. (CR E)		
20+66.78 to 20+72.46	RT	308054					10.3		Ø SURVEY FLORIDA BLVD. (CR D)		
20+08.29 to 20+17.77	LT	308078					12.9		Ø SURVEY FLORIDA BLVD. (CR E)		
20+66.64 to 20+72.06	LT	308062					10.8		Ø SURVEY FLORIDA BLVD. (CR E)		
40+19.61 to 40+29.04	LT	308045					14.0		Ø SURVEY 5TH ST. (CR E)		
40+75.41 to 40+89.07	LT	308072					22.1		Ø SURVEY 5TH ST. (CR E)		
40+20.37 to 40+25.78	LT	313600					10.3		Ø SURVEY 5TH ST. (CR C)		
40+75.81 to 40+89.81	RT	308067					21.9		Ø SURVEY 5TH ST. (CR E)		
SUB-TOTAL:			207.2		60.9		117.3				
TOTAL:			207		61		117				

SUMMARY OF PERFORMANCE TURF									
LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF (sod)		DESIGN NOTES	CONSTRUCTION REMARKS	
					570	1 2			
					SY				
STA. TO STA.					P	F			
19+29.52 to 20+23.23	RT	317267			671.8		Ø SURVEY FLORIDA BLVD.		
19+90.00 to 20+37.75	LT	317269			51.0		Ø SURVEY FLORIDA BLVD.		
20+15.51 to 20+30.97	LT	303413			13.5		Ø SURVEY FLORIDA BLVD.		
20+49.82 to 21+00.00	RT	317268			18.1		Ø SURVEY FLORIDA BLVD.		
20+58.06 to 21+86.22	LT	317271			416.3		Ø SURVEY FLORIDA BLVD.		
20+60.81 to 20+66.63	LT	326642			4.2		Ø SURVEY FLORIDA BLVD.		
20+72.64 to 21+86.22	LT	330281			327.5		Ø SURVEY FLORIDA BLVD.		
SUB-TOTAL:					1502.4				
TOTAL:					1502				

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

AGENDA ITEM: Approval of Temporary Interim Lead WWTF Operator

SUBMITTED BY: Jim French, Public Works Director

DATE: April 29, 2021

BACKGROUND: The Wastewater Treatment Facility (WWTF) Supervisor and Lead Operator resigned from the City of Neptune Beach (City) and his last day was on April 16, 2021. The City's WWTF operating permit requires a Florida licensed WWTF operator Class B or higher to lead the running of the WWTF. Staff has internally posted the position for 5-days and has started publicly advertising for a new Water and Wastewater Treatment Plants Division Chief that would fill this role. In addition, the WWTF is under an existing consent order with the FDEP that has a need for an experienced operator leading and troubleshooting existing plant operations and maintenance needs.

Pursuant to the Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA) a public agency is not required to publicly solicit for professional services when the fee for the professional services is less than \$35,000 or in the case of a valid public emergency. As the City's FDEP Permit No. FL0020427 Section V Part A - Staffing Requirement requires that the lead operator must be a Class B operator or higher, the City currently does not have a Class B operator, and the City has an immediate need for a temporary interim Lead Operator with a valid Florida Class B wastewater operator's license until the Water and Wastewater Treatment Plants Division Chief position is filled. A public solicitation process for professional services typically takes 3-months and could take longer than the hiring process.

BUDGET: Staff budgeted \$600,000 for professional services for the WWTF in Sewer Services 401-4335-535-60-62 Improvements - Buildings. Previous encumbrances to this budget line item total \$68,700 from previous consultants.

RECOMMENDATION: Staff respectfully requests the Council's approval to award the attached contract to CDM Smith for providing temporary Interim Lead WWTF Operator services with a Class B or higher operator license.

ATTACHMENT: 1. Agenda Staff Report - PW Interim WWTF Lead Operator w att (1)

Scope of Services

This Authorization, when executed, shall be incorporated in and become part of the Professional Services Agreement between the City of Neptune Beach (City) and CDM Smith Inc., (Consultant), hereafter referred to as the Agreement.

Statement of Purpose

The Wastewater Treatment Facility (WWTF) Supervisor and Lead Operator recently resigned from the City. The City's WWTF operating permit requires a Florida licensed WWTF operator Class B or higher to lead the running of the WWTF. The City is advertising and will interview for a new Water and Wastewater Treatment Plants Division Chief that would fill this role. In addition, the WWTF is under an existing consent order with the FDEP that has a need for an experienced operator leading and troubleshooting existing plant operations and maintenance needs.

Pursuant to the Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA) a public agency is not required to publicly solicit for professional services when the fee for the professional services is less than \$35,000 or in the case of a valid public emergency. As the City's FDEP Permit No. FL0020427 Section V Part A - Staffing Requirement requires that the lead operator must be a Class B operator or higher, the City currently does not have a Class B operator, and therefore the City has an immediate need of a temporary interim Lead Operator with a valid Florida Class B wastewater operator's license until the Water and Wastewater Treatment Plants Division Chief position is advertised, interviews are held, and the position is filled. A public solicitation process for professional services typically takes 3-months and may take longer than the hiring process.

Consultant will provide the professional services under this Agreement including the following:

Temporary Interim Lead WWTF Operator:

- Have a current Florida wastewater operator's license class B or higher.
- Experienced in existing plant trouble shooting.
- Report to the Director of Public Works.
- Works 4 days per week, 8 hours per day plus per diem on a temporary basis while CONB advertises, interviews, and hires for the Water and Wastewater Treatment Plants Division Chief position.
- Work shall not exceed \$35,000 without prior written approval.
- Reviews plant processes and performance on a regular and irregular basis.
- Plans, assigns and reviews the efforts of other operators and staff at the plant.
- Monitors staff work results, schedules, and performance of staff.
- Coordinates with operators, maintenance personnel, staff and contractors during any event that improves or impacts the wastewater treatment facility.
- Coordinates with operators, maintenance personnel and various utility representatives to resolve operational and maintenance issues.
- Prepare and submit reporting to FDEP or other State and Federal agencies.
- Coordination with external laboratories, vendors, chemical suppliers, and contractors involved in the WWTF.
- Ensures that contract laboratory and internal laboratory testing and reporting complies with regulatory requirements.
- Coordinates the purchase of supplies, equipment, parts, chemicals. and service with the Public Works

Scope of Services

Administrative Assistant.

- Reviews and approves invoices related to Wastewater Treatment Facility, tracks purchasing, prepares purchase authorizations.
- Oversees and manages the operational decision-making of the WWTF, tracks key operational performance data, and develops and maintains departmental dashboards and spreadsheets, and make data-driven decisions to improve the daily operation of the plants.
- Manages processes to ensure compliance with regulatory agencies, including all testing, auditing, and reporting with permitting regulations and rules.
- Coordinates and schedules all required testing.
- Maintains all required logs, records, and reports, compiles information and submits required logs, reports and audits for Federal and State agencies, and oversees all regulatory inspections including responding to requests for additional information.
- Monitors plant quality assurance, procedures and policies, inspects, operates, and troubleshoots the operation of the WWTF and onsite lab.
- Inspects parts, equipment processes and machinery to locate causes of failure, determines needed repair and maintenance.
- Manages all preventative maintenance activities for the WWTP.
- Manages on-call schedule.
- Provide weekly written updates on plant status, processes, testing, maintenance, or needed improvements.
- Recommends improvements of the treatment facilities, processes, monitoring, and systems.
- Performs Operator in Responsible Charge duties.
- Performs related tasks as required.

Assumptions

- The Temporary Interim WWTF Lead Operator will work 4 days per week for up to 6 weeks for a total of up to 26 days (208 labor-hours) of services. If additional assistance is needed beyond the duration outlined in this Agreement, without prior written authorization by the City.

Time of Performance

Operations assistance described above will be provided for up to 6 weeks starting within 7 days of execution of the Agreement. The schedule may be revised depending on the needs of the City.

Payment and Compensation

Payments for the work performed under this Agreement as described herein shall be made based on the hours incurred and the billing rates shown in **Exhibit A** plus direct costs with a Not-to-Exceed amount of \$35,000. Consultant will submit monthly invoices for services rendered in accordance with the Agreement. This upper limit will not be exceeded without prior written authorization by the City.

EXHIBIT A				
CONTRACT FEE SUMMARY				
CITY OF NEPTUNE BEACH, FLORIDA				
WWTP OPERATOR SUPPORT				
LABOR RELATED COSTS				
	Hourly Rate	Estimated Hours		TOTAL
Technical Expert/Quality Manager	255.00	4	\$ 1,020.00	
Project Manager	225.00	8	\$ 1,800.00	
Senior Operator (Class B or higher)	128.00	208	\$ 26,624.00	
Contract Administrator	128.00	8	\$ 1,024.00	
TOTAL LABOR	134.00	228		\$ 30,468
OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation, Per Diem and Equipment				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 4,532
SUMMARY				
TOTAL NOT TO EXCEED AMOUNT OF CONTRACT				\$ 35,000

**Rates of City of Neptune Beach
Civil and Environmental Engineering Professional Services**

CDM Smith, Inc.

Employee (optional)	Classification	Base Rate* 1.000	Fringe and Overhead** 1.6877	Profit*** 13%	Requested Billing Rate	Multiplier
PROFESSIONAL SERVICES						
	Engineer Grade 9/Officer	\$84	\$ 141.77	\$ 29.35	\$255	3.0
	Engineer Grade 8/Project Manager	\$74	\$ 124.89	\$ 25.86	\$225	3.0
PROFESSIONAL SUPPORT SERVICES	Senior Operator	\$42	\$ 70.88	\$ 14.67	\$128	3.0
PROJECT SUPPORT SERVICES	Contract Administrator	\$42	\$ 70.88	\$ 14.67	\$128	3.0

* Base rate is the actual hourly wage rate, exclusive of fringe, overhead and profit.

** FDOT approved 168.77% for fringe and overhead.

*** Profit percentage = 13%



City of Neptune Beach

116 1st Street
Neptune Beach, Florida 32266
Telephone (904) 270-2400

Professional Services Agreement

This "Agreement" (herein so called) entered into on this day of _____, by and between the City of Neptune Beach, a municipality and political subdivision of the State of Florida, existing and created under the Laws of Florida, (hereinafter referred to as "City"), and CDM Smith Inc. (hereinafter referred to as "Consultant") authorized to do business in the State of Florida; whose address is 4651 Salisbury Road, Suite 420 Jacksonville, Florida 32258 for _____ Temporary Interim Lead WWTF Operator Services (hereinafter referred to as the "Project"). This Agreement shall remain in effect until September 29, 2021 unless terminated as provided herein, or extended by mutual agreement in writing (herein referred to as Duration).

RECITALS:

WHEREAS, in response to a publicly advertised Request for Qualifications, the Consultant submitted qualifications to the City and was selected by the City as a qualified applicant in the best interest of the City; and

WHEREAS, the City and the Consultant have negotiated mutually satisfactory terms for the execution of the Agreement and is incorporated by reference and made part hereof; and

WHEREAS, the Consultant hereby certifies it has been granted and possesses valid, current licenses to do business in the State of Florida, issued by the respective State Board(s) responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a legally enforceable contract shall exist between both parties consisting of:

1. SERVICES BY THE CONSULTANT:

- A. **ASSIGNMENT OF WORK:** Work to be performed by the Consultant shall be determined by the City. The Consultant and the City shall mutually negotiate all work. The Consultant shall prepare a detailed scope of services (hereinafter referred to as "Scope"), list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Project for the City's review and approval prior to the Consultant beginning any work. Fees shall be based on the established contract hourly rates, fees and charges (hereinafter referred to as "Rate Schedule"). The mutually agreed to Scope, schedule, fee and Rate Schedule shall be included as attachments to this Agreement.
- B. **COMMENCEMENT OF WORK:** The Consultant shall not commence work on the Project or Supplemental Agreement(s) without prior written Notice to Proceed (hereinafter referred to as "NTP") by the City. Following the issuance of such NTP the Consultant shall be authorized to commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. The Consultant hereby releases the City from any claim for damages or compensation, whether in contract, tort or otherwise, in the event that no NTP is issued pursuant to this Agreement.
- C. **SCHEDULE OF WORK:** All services and duties shall be conducted and performed by the Consultant diligently, completely and in accordance with professional standards of conduct and performance. The Consultant acknowledges the importance of the City's schedules and agrees to put forth its reasonable professional efforts in performing the services under this

Agreement with due diligence to achieve the mutually agreed upon schedules. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all Supplemental Agreement(s) and Scope(s) will be provided, performed and completed in a timely and diligent manner throughout. Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement and its Supplemental Agreement(s) as a result of causes beyond the control of the Consultant, or its subconsultant(s) and/or subcontractor(s), and not due to its fault or neglect, the Consultant shall notify the City in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time performance. Upon receipt of the Consultant's request for an extension of time, the City will begin determination with the Consultant of the length of extension and legitimacy of cause.

- D. **ADDITIONAL SERVICES:** "*Additional Services*" (herein so called) beyond the work identified in the Agreement Scope shall only be authorized to be performed or provided by the Consultant when agreed to in writing in advance by both parties in the form of a Supplemental Agreement. In any case in which the Consultant deems that additional compensation is due for its services or materials which is not expressly covered in the Scope, or not specifically authorized in writing by the City, the Consultant shall notify the City in writing and must receive prior written approval therefrom the City. If the Consultant does not provide its written notice or does not receive the City's written approval prior to performing or providing any Additional Services, the Consultant shall not receive any additional compensation for the same. When requested, by the City, the Consultant shall prepare a detailed Scope, list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Supplemental Agreement for the City's review and approval prior to beginning any work. Fees shall be based on the established contract Rate Schedule.
- E. **QUALITY CONTROL:** The Consultant shall perform Quality Control (hereinafter referred to as "QC") review for all deliverables and supporting work prepared by the Consultant upon which those documents are based. The Consultant shall provide the City with a summary of each QC reviewed document which identifies the document reviewed and the QC review steps that were performed. The Consultant shall keep the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when for the Duration of this Agreement and in accordance with the Retention of Documents section of this Agreement. The Consultant shall provide copies of the QC documents to the City upon request.
- F. **STANDARD OF CARE:** The Consultant shall put forth its reasonable professional efforts to comply with applicable laws, codes, rules and regulations in effect as of the date of the execution of this Agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner which, at a minimum, is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant is responsible for the quality, accuracy, completeness, and coordination of all deliverables and other services the Consultant or its subconsultants, subcontractors, or vendors provide.
- G. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** In providing estimates of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or a contractor's pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's estimate of probable construction cost.
- H. **CERTIFY, CERTIFICATION:** A statement of the Consultant's opinion, based on its own observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied.
- I. **PERMITS AND APPROVALS:** The Consultant shall assist the City in preparing, coordinating, applying and submitting for those permits, approvals and extensions required by law and rule for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms and other supportive information necessary to the appropriate regulatory agencies having jurisdiction over the Consultant's documents and other services normally provided by the Consultant and shall be included in the Scope and Supplemental Agreement(s).
- J. **LICENSES:** The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, including but not limited to licenses required by the respective State Board(s) and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement and the Scope and services provided therein.
- K. **RESPONSIBILITY TO CORRECT:** In accordance with the generally accepted standards of the Consultant's profession, the Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials

performed, provided and/or furnished by Consultant or by any subconsultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement (hereinafter referred to as "*Work Products*"). The Consultant shall, without additional compensation, correct, revise, or have corrected or revised any errors, omissions and other deficiencies in such Work Products resulting from Consultant or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant.

2. COMPENSATION:

- A. **OVERHEAD AND PROFIT RATES:** Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Fees to the Consultant shall be established based on raw hourly salary rates plus a not to exceed overhead and profit rate factor of 2.15 for a combined hourly multiplier of 3.10 for services. Profit rates shall only be applied to direct labor plus overhead. If the City determines that multipliers charged by any Consultant exceeded the rates supported by audit, Consultant shall be required to reimburse such funds to the City within thirty (30) days of written notification. No markup or profit shall be paid on non-labor related job costs, reimbursables, or on services provided by subconsultants, vendors or others. Any work or professional services subcontracted for by the Consultant for which the City has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the City only in the exact amount reasonably incurred by the Consultant. No other such subcontracted services shall be reimbursed.
- B. **COMPLETION:** Payment of the entire fee or lump sum amount is contingent upon Consultant's final completion of the entire Scope as specified in this Agreement. Such final completion of the Scope must be acceptable to and accepted by the City. Such acceptance by the City may not be unreasonably denied. In the event the Consultant does not complete the entire Scope, then the lump sum amount will be pro-rated using the ratio that the amount actually completed, and which is acceptable to and accepted by the City bears to the entire Scope. Unless otherwise set forth in this Agreement the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the Scope and conformance with the provisions of this Agreement.
- C. **INVOICE PROCEDURE:** Invoices shall be submitted by the Consultant monthly on an "as incurred" basis, and shall be made by the City in accordance with the Florida Statute Chapter 218 Local Government Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice or draw request the City shall have the number of days provided in the Act in which to make payment. Invoices shall be in a form and containing such documentation as reasonably required by the City. Each such invoice shall include project name, project number, breakdown of charges, description of service(s), work provided and/or performed, supportive documentation, the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. If the City objects to any portion of an invoice, the City shall so notify the Consultant. The City shall identify specific cause of the disagreement and the amount in dispute and request revision. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provision of this Agreement.
- D. **PROMPT PAYMENT TO SUBCONSULTANTS AND VENDORS:** The Consultant as a condition precedent to progress and final payments to the Consultant, the Consultant shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the Consultant has made proper payments to its subconsultants and vendors from all prior payments that Consultant has received from the City. The Consultant shall not unreasonably withhold payments to subconsultants and vendors if such payments have been made to the Consultant. If the Consultant withholds payment to its subconsultants and vendors, which payment has been made by the City to the Consultant, the Consultant shall return said payment to the City. The Consultant's failure to pay undisputed amounts to the subconsultants and vendors within thirty (30) business days, after the Consultant receives payment from the City, shall be a breach of this Agreement and may result in termination of this Agreement in the discretion of the City.
- E. **PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF CITY:** In the event of termination of this Agreement at the convenience of the City, and not due to the fault of the Consultant, the City shall compensate the Consultant only for: (1) all services performed prior to the effective date of termination, including the overhead and profit allocable to the services performed; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the Consultant's submittal to the City of drawings, plans, data, and other documents therefor.
- F. **PAYMENT WHEN SERVICES ARE SUSPENDED:** In the event the City suspends the Consultant's services of work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for services performed prior to the effective date of suspension, including the overhead and

profit allocable to the services performed, and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

- G. **NON-ENTITLEMENT TO ANTICIPATED FEES:** In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified by the subsequent issuance of Supplemental Agreement(s) other than receiving the compensation set forth in Sections 2.E and 2.F above, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.
- H. **TRAVEL:** The City shall not be billed or invoiced for time spent traveling to and from the Consultant's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered, other than as provided for in this Agreement. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the City to reimburse the Consultant for the same, then the City shall reimburse the Consultant only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Consultant has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Consultant for its reasonable expense incurred thereby provided prior approval of the Executive Director of the City, or its designee, is obtained.
- I. **REIMBURSIBLE:** The City shall not be liable to reimburse the Consultant for any courier service, telephone, facsimile, copying expenses or postage charges incurred by the Consultant.

3. PERSONNEL:

- A. **QUALIFIED PERSONNEL:** The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Scope to be provided pursuant to this Agreement.
 - B. **CONSULTANT'S PROJECT MANAGER:** The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the "*Consultant's Project Manager*" (herein so called). The Consultant's Project Manager shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the Scope to be provided and performed under this Agreement, Scope, and Supplemental Agreement(s) thereto. The Consultant's Project Manager shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement, Scope, and Supplemental Agreement(s) unless substitute arrangements have been furnished in advance to the City by the Consultant in writing. The Consultant agrees that the Consultant's Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the Scope and services provided and performed by the Consultant throughout the entire period this Agreement is in effect.
4. **RETENTION OF DOCUMENTS:** The Consultant agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than five (5) years, in a reasonably accessible manner consistent with the Consultant's internal document retention policy.
- A. **REASONABLY ACCESSIBLE:** In order to be considered reasonably accessible, such documents must not be deleted or totally destroyed such that they cannot be reproduced or only be restored at a significant cost.
 - B. **DOCUMENT RETENTION POLICY:** A written policy by which each employee, subcontractor, and subconsultant and its subcontractors or subconsultants of any tier, follows the same protocol to retain all required documents related to a project in a consistent, organized manner sufficient to allow efficient retrieval of same.
5. **PUBLIC FUNDS:** The City's performance of this Agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the City.
6. **EXTENT OF AGREEMENT:** This Agreement, all attachments and forms, IRS Form W-9, Consultant's Rates of City Neptune Beach, Exhibit A, and Scope of Services dated April 28, 2021, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant's website or retained in the Consultant's office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.
7. **INSURANCE:** The Consultant will be expected to obtain and maintain the following insurance coverage during the term of this Agreement and present a certificate verifying the same:

Insurance:

Minimum Limits:

General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	\$1,000,000.00
Combined single limit	
Workers Compensation	\$1,000,000.00
Each Accident	Per Statutory limits in compliance with State and Federal Laws
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

The Consultant shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. **Note: The City shall be designated as an Additional Insured on the General Liability policy. The City shall also be listed as a named insurance certificate holder by the successful Consultant prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. The Consultant shall procure and maintain, at its sole expense for the period of design and construction of any project improvements contemplated by the Scope and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated above. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The City shall retain ownership of all Work Products including electronic files, field data, pictures, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall not be liable for any re-use of such documents for other than the specific purpose intended without the Consultant's written verification or adaptation thereof.
9. **NON-RENEW:** Any pre-printed provisions of the Consultant's written materials, contract forms or documents to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
10. **STATUS:** Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, the City's entry into the contract or agreement with Consultant does not give Consultant any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the City.
11. **TERMINATION AND SUSPENSION:** The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished Work Products prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. This Agreement shall be terminated, with twenty-four (24) hour notice to the Consultant in the event that funds become unavailable to the City for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of the City.
12. **INDEPENDENT CONTRACTOR:** Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment

compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

13. **CONFLICT OF INTEREST:** The Consultant represents that to the best of its knowledge and belief it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. If Consultant, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by the Consultant or such subconsultant under this Agreement, then it will promptly bring such conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) business days if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is no such conflict of interest, then the City shall give its written consent to such representation. If Consultant or subconsultant accepts such a representation, without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such subconsultant under this Agreement, then the Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the City as provided herein above of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.
14. **CITY'S APPROVAL:** Neither review, approval, or acceptance by the City of services or Work Products furnished by the Consultant, or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant, shall not in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services or Work Products or any and all of its subconsultant(s), vendor(s) and/or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services or Work Products shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
15. **CONFIDENTIALITY AND PUBLIC RECORDS COMPLAINE:** The Consultant agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organization, without the City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Consultant or any subconsultant(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Consultant will keep and maintain public records required by the City, which is a public agency, in order for the Consultant to perform the services and the work required by the Scope, and upon request from the City's custodian of public records, Contractor shall provide the City 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 Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Consultant shall require all of its employees, subconsultant(s) and subcontractor(s) to comply with provisions of this paragraph. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, AT (904) 270-2400, CLERK@NBFL.US, 116 1st STREET, NEPTUNE BEACH, FLORIDA 32266.
16. **PROPERTY DAMAGE:** The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or intentional misconduct or negligent acts of the Consultant, or its subconsultants and/or subcontractors. The Consultant's obligation under this subsection does not apply to property damage caused in whole or in part by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant's compensation fund or by the Consultant reimbursing the City directly for all such costs and expenses.
17. **NONDISCRIMINATION AND EQUAL OPORTUNITY:** The Consultant shall comply with all state and federal laws, as currently written or hereafter amended, or other applicable laws prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in or as otherwise permitted by other applicable laws. Consultant's or its subconsultants, subcontractors and/or vendors shall be certified as minority business enterprise as defined in Section 288.703, Florida Statutes, to count towards participation goals or requirements. The failure of the Consultant to adhere to relevant stated requirements shall subject the Consultant to any sanctions which may be imposed upon the City.
18. **PROHIBITION AGAINST CONTINGENT FEES:** The Consultant shall not have employed or retained any company or person, other than an employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed

to pay any person, company, corporation, individual or firm, other than an employee working for the Consultant, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.

19. **INDEMNIFICATION:** The Consultant shall indemnify and hold harmless the City, and the City's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the City provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the City's sovereign immunity.
20. **GOVERNING LAW:** The City and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state of Florida without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Duval County, Florida.
21. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or relate to the Consultant's performance of the Agreement, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation. The Consultant further agrees to include a similar mediation provision in all agreements with independent subcontractors and subconsultants retained by the Consultant for this Agreement, Scope, or any Supplemental Agreement(s), and to require all independent subcontractors and subconsultants also to include a similar mediation provision in all agreements with its subcontractors, subconsultants, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The City shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
22. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant. The Consultant's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Agreement, Scope, or Supplemental Agreement(s) to carry out the intent of this provision.
23. **TRUTH IN NEGOTIATION CERTIFICATE:** The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the Compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement, Scope, or Supplemental Agreement(s).
24. **AMENDMENTS:** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
25. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

26. **ATTORNEY'S FEES:** In any action involving the enforcement or interpretation of this Agreement, each party, whether the City or the Consultant, shall be responsible for its own respective attorneys' fees and costs.
27. **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
28. **SURVIVAL OF REMEDIES:** The parties' remedies shall survive the termination of this Agreement.
29. **PROVISIONS SEVERABLE:** In the event any of the provisions of this agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
30. **FINANCIAL CONSEQUENCES:** Should the Consultant fail to comply with any term of this Agreement, the City shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold payments pending correction of the deficiency,
 - Disallow all or part of the cost of the activity or action not in compliance,
 - Wholly or partially suspend or terminate this Agreement,
 - Withhold further awards to the Consultant, and/or
 - Take further remedies that may be legally or equitably available.
31. **NOTICES BY CONSULTANT TO CITY:** All notices required or permitted hereunder by the Consultant to the City shall be in writing and shall be served on the City at the following address:

City of Neptune Beach
Attn: Stefen Wynn, City Manager
116 1st Street
Neptune Beach, FL 32266
e-mail: cm@nbfl.us

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the City's written notice to the Consultant; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

32. **NOTICES BY THE CITY TO CONSULTANT:** All notices required pursuant or permitted hereunder by the City to the Consultant shall be in writing and shall be served on the Consultant at the following address:

CDM Smith Inc.

(Consultant's Business Name)
4651 Salisbury Road, Suite 420

(Street Address)
Jacksonville, Florida 32256

(City, State, Zip)
Shayne Wood, P.E. BCEE PMP

(Attention)
WoodSH@cdmsmith.com

(e-mail)

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the Consultant's written notice to the City; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Neptune Beach

CDM Smith Inc.
(Name of Firm)

By: _____
Stefen Wynn
City Manager

By: _____
Print Name: _____
Shayne Wood

Title: _____
Vice President

Date: _____

Date: _____

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. CDM SMITH INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 75 STATE STREET, SUITE 701	Requester's name and address (optional)
	6 City, state, and ZIP code BOSTON, MA 02109	
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
04-2473650

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 ► <i>Eric Munger</i>	Date ► 08/20/2020
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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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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

AGENDA ITEM: County-Wide CAD (Computer Aided Dispatch) Project for FY 2021 and FY 2022

SUBMITTED BY: Commander Michael Key

DATE: April 29, 2021

BACKGROUND: The NBPD began a project in FY2020 to begin integration with the county-wide computer aided dispatch (CAD) system. This system allows our agency to immediately share call information with other responding agencies.

BUDGET: Projected costs over 4 years are \$80,000 for full implantation. Costs have been broken into smaller increments each year.

RECOMMENDATION: Approve the County-Wide CAD Project/Motorola P1 CAD System

ATTACHMENT: 1. CAD Project

(904) 270-2400 - Fax: 270-2417

PURCHASE AUTHORIZATION

Vehicle or Equipment Number:

\$25,000 and over-Appropriate Authorization and Project Approved by Council

Date _____

Michael Key

From: Caleb Jenson <caleb.jenson@motorolasolutions.com>
Sent: Friday, April 23, 2021 5:37 PM
To: Michael Key
Cc: Max Jenkins
Subject: Re: Revised Final Quote
Attachments: _NeptuneBeachFL_20-108329_P1-CAD_SS v6 4-23-21.pdf

Hi Commander Key,

I have attached the final revised quote. Please see Exhibit B, referencing the new payment milestones. This eliminates the need to do any financing through US Bank.

Please let me know if you have any questions on this. We will just need it signed and returned along with a PO.

Hope you have a great weekend.

Thanks,

On Fri, Apr 23, 2021 at 9:34 AM Caleb Jenson <caleb.jenson@motorolasolutions.com> wrote:

Hi Commander Key,

I left a voicemail for you yesterday in regards to the quote for P1 CAD. I have received approval to move forward with your suggested payment terms. The great news is we are able to do this outside of financing...so there will be no added finance charges for this. I am having our proposal writers add the following payment terms into the quote:

- Payment due on signing: \$20,000
- Payment Due on October 15th, 2021 - \$35,705

Stipulations, PO must be received by April 30, 2021

I am told by them that they will have the revised quote to me this afternoon. I will pass it along to you as soon as I receive it.

I appreciate your patience. Please let me know if you have any questions.

Thanks,

--

Caleb Jenson

Account Sales Executive

Motorola Solutions, Inc.

O. 801-902-1456

M. 435-512-3586

E. caleb.jenson@motorolasolutions.com

[Find Me on LinkedIn](#)



Caleb Jenson

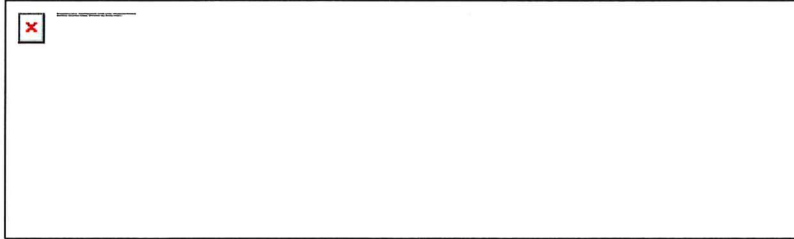
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[Find Me on LinkedIn](#)



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