



**AGENDA (Amended)**  
**Regular City Council Meeting**  
**Monday, March 6, 2023, 6:00 PM**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
  - A. **February 1, 2023, Special City Council Meeting**  
**February 6, 2023, Regular City Council Meeting**  
**February 10, 2023, Special City Council Meeting** p. 3  
**February 21, 2023, Special City Council Meeting**  
**February 21, 2023, Workshop City Council Meeting**
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS

- |                |                 |
|----------------|-----------------|
| • Mayor        | • City Attorney |
| • City Council | • City Clerk    |
| • City Manager | • Police Chief  |

6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES

PH

- A. ORDINANCE NO. 2023-01, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida Amending and Revising Chapter 27 Unified Land Development Regulations; Article IV, Land Use; Section 27-237, Building Area Requirement (Removing 3,500 And 3,000 Floor Area Ratio Maximum In R-1, R-2, And R-3); And Providing For An Effective Date p. 22

9. OLD BUSINESS / NONE
10. NEW BUSINESS

- A. Discussion of First Amendment to Development Agreement between the City of Neptune Beach and Neptune Beach, FL Realty LLC p. 29
- B. Consideration of Approval of City of Neptune Beach Bid No. 2023-02, City Hall Roof Repair p. 34
- C. Consideration of Approval of Authority of Signature for Amended Consent Order OGC- Neptune Beach WWTF, OGC No. 20-0773 p. 244
- D. Consideration of Approval of Neptune Beach Police Department A/C System Overhaul p. 261

11. COUNCIL COMMENTS

12. ADJOURN

Residents attending public meetings can use the code **HX12** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots To use a kiosk: Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code. To use the Flowbird app: Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
**WEDNESDAY, FEBRUARY 1, 2023, 6:00 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Wednesday, February 1, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

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Attendance:	<b>IN ATTENDANCE:</b> Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger	<b>STAFF:</b> City Attorney Zachary Roth Police Chief Richard Pike Grants and Resiliency Coordinator Colin Moore City Clerk Catherine Ponson
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Call to Order/Roll Call/Pledge      Mayor Brown called the Special Meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Water Tank Discussion      Mayor Brown explained that the Neptune Beach Plaza Water Tank is the topic of discussion.

Neptune Beach FL Realty LLC      Andrew Greene, representing Neptune Beach, FL Realty LLC, gave a timeline and history of the property. He reminded everyone that after Lucky's bankruptcy, Publix wanted to take over that lease. Publix was also undertaking a full renovation of the store. Neptune Beach, FL Realty, the property owner, came in with the improvements that are almost complete, which is the exterior, landscape and plaza areas. Publix had the scope of work that is the interior. A development agreement was entered into with the City of Neptune Beach in March, 2021. There is a process of testing the City's water system as part of the renovation. He introduced the engineer who performed the flow tests.

Fire Protection Engineer Report      Fadi Ghumrawi, co-owner of G&P Engineering, LLC, stated his firm is the fire protection engineering firm that worked on the fire sprinkler system for the Publix and worked with the civil engineers on the shopping plaza as a whole.

Mr. Ghumrawi explained that there is a piping network connected to a sprinkler heads inside the store. That piping network is connected to the City's water supply outside. Water is brought in through the underground piping in through the riser. The sprinkler system is designed based on different Code requirements. When a design is started, there is a fire hydrant flow test. Gauges and equipment are hooked up to the fire hydrant to test the pressure and water flow. There are two separate data points. From that data, a curve is generated to get how much water and pressure there is at any given point coming out of the system.

The original test was in February, 2021, and was done by a local contractor. Those results were lower than what they are used to seeing. He decided to come perform the test himself. He conducted three additional flow tests on three separate sets of hydrants. He also coordinated with Public Works. He confirmed there was a supply issue with not having adequate pressure to service the needs of the fire hydrants and sprinkler system for that site.

Mr. Ghumwari continued that additional opportunities were discussed with Public Works to improve the pressure. He was made aware of a cross-connection between Neptune Beach and Atlantic Beach, but was told that was not plausible as it was for emergencies. After all efforts were exhausted, the only solution would be to introduce the fire pump, which provides the additional pressure, and the water storage tank, which provides the additional capacity. The size is based on the demands of the hydrant and sprinkler systems. Based on the Fire Codes, there is a table that tells how much water is needed and for how many minutes.

Councilor Key asked technical questions regarding the testing times, dates and results. Mr. Ghumwari answered and advised he had put together a fact sheet with the information.

Vice Mayor Chin questioned why is there a need for the tank now when Lucky's was there and the strip mall was occupied by many businesses.

Mr. Ghumwari speculated that he had old, historical flow tests, including the one from the Publix next door when it was constructed in 2010. There are also flow tests from 2017 and 2019. He reported that the water supply was significantly better. His speculations are that over time as the development has grown and the demand has increased, the infrastructure has not been maintained to keep up with that demand. Ultimately, one component is if more people are using more water, and the City is not providing the water needed. The second component is buildup and corrosion on the water pipes. A six-inch pipe may, after a certain amount of time, have an opening that is actually four inches. A combination of both of those components has possibly led to the water supply issue.

Vice Mayor Chin questioned if it was possible to try to identify a bottleneck or some other issue that could be preventing flow from getting to where it needs to go.

Mr. Ghumwari advised that one of the first assumptions was that a valve could be partially closed or water being turned off for maintenance. He stated he was told by staff that there was nothing going on at the time of the tests to artificially deflate the numbers.

Councilor Livingston asked were the historic reports from the Publix next door or from actual site.

Mr. Ghumwari stated the 2010 report was from the Publix next and the 2017 report was from the same set of hydrants on the northeast corner of the Kmart coming off of Lemon Street and A1A. The 2019 report was a from a few blocks south at 102 Magnolia Street.

Mr. Ghumwari answered Councilor Livingston's inquiry that his firm was hired by Publix. The 2019 report was done by a local firm for a project nearby.

Councilor Livingston questioned why is this something being tested for and being done at this time.

Mr. Ghumwari explained that once changes are being made to a building, it now has to meet all of the current code requirements that have been adopted at this time. There may have been something different for the original project was done. His suspicion is that the water supply was significantly better at that time. He reported that the results are 60% to 70% off of what is required.

Mr. Ghumwari confirmed Councilor Livingston's question that if not for this project, the tests would not have been done and he added that the fire department would not get adequate water and pressure from those hydrants.

Councilor Messinger asked if the Code requirements are a state, county, or city requirement and he also inquired about insurance requirements.

Mr. Ghumwari specified the Code in reference are the National Fire Protection Association and those Codes are adopted by the State of Florida and the local jurisdictions. There were no additional requirements from the county or the City of Neptune Beach. He added that Publix is self-insured. The fire hydrant demand is triggering this requirement.

Mayor Brown asked after all of the tests had been done, who made the recommendation as to how to solve the problem of getting proper water pressure.

Mr. Ghumwari responded that his firm had made the recommendation. He added that he was told that using the cross connection with Atlantic Beach was not possible in that capacity. He stated that from his design frame, the next step when there is not adequate water, you talk about a fire pump and a water tank.

Neptune Beach  
FL Realty

Mr. Greene relayed that he was notified by Publix that the water flow and pressure issue had been identified. Publix also had identified the water tank and pump as the solution. He stated that he expressed, as property owner, that there has to be something else that can be done to fix the problem.

Mr. Greene reported there was an onsite meeting in September of 2021 with the City Manager, Public Works Director, Fire Marshal, fire protection engineer, representatives of the developer, and general contractor. Options were discussed, including offsite improvements. He stated that Public Works did not feel like there were any viable options on the City's end to avoid the use of the tank and pump.

Mr. Greene expressed that at that point the responsibility for the construction, permitting, and building of the pump and tank was with Publix as the tenant. They came through with permits for the pump house and civil plans for the tank. That process went through the spring of 2022, up to early December 2022, then to the January 5, 2023 stop work order. The general contractor has not done any further work on the tank. This is a fire code requirement for Publix to open. This also would serve the other tenants in the building. They are eager to find a path forward and work towards a solution.

Mr. Greene stated he had met with neighbors and a proposal that was discussed was to enhance the vegetative screening on the rear side of the property. Discussion also included addressing the existing pines.

Mr. Greene said that he hears the concerns of the residents. He added that his concerns are that approximately \$600,000 has been invested in this tank and pump system to install it. This was an avoidable cost if the infrastructure was there. There was extensive conversation with City staff looking for options.

Discussion ensued including how to move forward and a hydraulic study being done.

Mayor Brown asked what is involved with a hydraulic study.

Mr. Ghumwari advised that a hydraulic study is typically done by a civil engineer. The objective is to figure out how to maintain a certain amount of pressure throughout the City's infrastructure.

Mr. Greene pointed out that he does not think moving the tank would not work in terms of timing. He also stated that the development agreement does not apply in this case and the tank was properly permitted. The hydraulic study is needed and he is at a loss how to reach a solution. The City has taken action with the stop work order.

Mayor Brown stated that the stop work order would stay in place and the City should not incur the costs of a solution. She said there is an impasse and she requested Mr. Greene come back with a plan.

Councilor Key expressed that the City does have an issue with failing infrastructure and the hydraulic study should be done. She added that she has communicated with the neighbors. A solution could be reached with leaving the tank up but knowing that there is a guarantee that the tank will come down. She suggested starting with that as a place of mutual agreement

Mayor Brown expressed that the residents have been a pleasure to work with. She added that they would like to see the tank moved and she would like to see it moved for them. She asked to hear more from Mr. Greene on how to go about doing that.

Resident  
Comments

Mayor Brown invited residents to come forward and speak.

Rob Vannoy, 625 Cherry Street, Neptune Beach, stated that a fire would be an emergency in order to connect to Atlantic Beach. He added the vegetative shielding is not a long term solution. He said the neighbors are willing to work and move forward.

John Cicchino, 629 Cherry Street, Neptune Beach, stated that if there is a concrete plan, that is fine. There is a structure built on false information. He asked where is the due diligence that has to occur to do basic problem solving.

Susan Cicchino, 629 Cherry Street, Neptune Beach, expressed she is hopeful that there will be a long term solution.

City Manager  
Search

City Manager Search. Jim Hanson, FCCMA Senior Advisor, gave a summary of how this program would assist in the City Manager search. He reviewed the steps involved. The only cost would be advertising and expenses. They assisted the City in 2019 and received 48 applications.

Councilor Messinger supports using the senior advisors for the City Manager position. He suggested using a staffing firm for the other open positions.

Vice Mayor Chin requested Mr. Hanson provide information on search firms that specialize in filling positions specific to what we have open.

Councilor Key stated that she is open to using a staffing firm to fill them and she feels strongly about getting positions filled.

Councilor Livingston commented that she would like to see the costs of working with a staffing firm before moving forward.

**PUBLIC COMMENT**

Public  
Comment

Chuck McCue, 1908 Third Street, Neptune Beach, spoke regarding who is managing the City and added that the City needs to fix the infrastructure.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated that this Council is focused on development and that is apparent by the development begin discussed. She proposed a two-year commercial building moratorium in the Beaches Town Center.

Shellie Thole, 124 Margaret Street, Neptune Beach, agreed with a moratorium on new construction in our commercial district. Publix has the water they need, but that will not cover the water needs of pending hotels or restaurants. The water tank is a small example of our water woes to come.

Adjournment

There being no further business, the Special Meeting adjourned at 8:08 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
**MONDAY, FEBRUARY 6, 2023, 6:00 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, February 6, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

**IN ATTENDANCE:**  
 Mayor Elaine Brown  
 Vice Mayor Kerry Chin  
 Councilor Lauren Key  
 Councilor Nia Livingston  
 Councilor Josh Messinger

**STAFF:**  
 City Attorney Zachary Roth  
 Police Chief Richard Pike  
 Community Development Director Heather Whitmore  
 Senior Center Director Leslie Lyne  
 Grants and Resiliency Coordinator Colin Moore  
 Project Manager Jason Lupson  
 Public Works Director Jim French  
 Chief Financial Officer Danielle Dyer-Tyler  
 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.

Election of Vice

Election of Vice Mayor

Made by Livingston, seconded by Messinger.

**MOTION:        TO RE-ELECT KERRY CHIN AS VICE MAYOR**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown  
 Noes: 0

**MOTION CARRIED**

Vice Mayor Chin commented that it has been an honor to serve as Vice Mayor for his fellow Councilors and he appreciates their trust and confidence in his continuing to serve in this role.

IQ Fiber Presentation

IQ Fiber Presentation. Kim Smithers, with IQ Fiber presented information regarding the project in Neptune Beach. She stated they were founded in 2021 by Jacksonville residents. They are building a 100% fiber optic network to approximately 60,000 homes in Phase I. Fiber is the fastest and most reliable internet connection. Neptune Beach residents are requesting to connect to IQ Fiber.

Ms. Smithers explained the construction process. They have been building in Atlantic Beach and Jacksonville Beach. They have submitted permits in Neptune Beach and are waiting for approval. They have been working with the Mayor to finalize a press release and begin resident communications.

### **APPROVAL OF MINUTES**

Minutes

Made by Messinger, seconded by Key.

#### **MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:**

**January 3, 2023, Regular City Council Meeting**  
**January 17, 2023, Special City Council Meeting**  
**January 17, 2023, Workshop City Council Meeting**

Roll Call Vote:

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

Noes: 0

#### **MOTION CARRIED**

### **PUBLIC COMMENTS**

Public Comments

Brent Rogers, 1932 Strickland Road, Neptune Beach, spoke against the senior advisors assisting in the City Manager search. He requested to search locally for a new City Manager. He spoke regarding expenditures approved by Council.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated that the City is not listening. She requested stopping Atlantic Beach from providing infrastructure for development.

Brian Beard, Small Business Administration, requested Council share information on disaster loans that are available. He announced there is a workshop at the Jacksonville Main Library on February 16 from 2 p.m.-4 p.m. More information can be found at: <https://disasterloanassistance.sba.gov>

Ann and Todd Stapleton, 1107 Hagler Drive, Neptune Beach, stated that half of their house is without power since January due to a stalemate between Beaches Energy and Neptune Beach Public Works. She added that she is being told Neptune Beach Public Works would not permit the work to be done.

Katie Knight, 508 Driftwood Road, Neptune Beach, spoke regarding parking and the construction nearby.

### **COMMUNICATIONS / CORRESPONDENCE / REPORTS**

Police Chief Report

Police Chief Richard Pike reported the DONNA Run was successful and he would be presenting an after-action report. He also presented the Florida Department of Law Enforcement Accreditation Report for the Neptune Beach Police Department and the monthly crime report.

Mayor Brown reported that Council Members had been taking turns attending the weekly City staff meetings individually. There will be an ongoing file kept on all questions and reports as they come in. Councilor Key reported she had attended a meeting and a lot had been accomplished.

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

**OLD BUSINESS / NONE****ORDINANCES**

Ord. No. 2022-09, Ordinance No. 2022-09, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending Section 2-28, Agenda; Providing for Severability; and Providing an Effective Date.  
 Agenda Item  
 Documentation

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 Livingston.

**MOTION:** **TO ADOPT ORDINANCE NO. 2022-09, AMENDING CODE SECTION 2-28. AGENDA**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

**OLD BUSINESS**

Res. No. 2023-01, Resolution No. 2023-01, A Resolution of the City of Neptune Beach, Florida, Revoking Resolution No. 2017-01.  
 City Clerk

Councilor Messinger stated that the City Clerk is hired and administered by City Council. Prior to his being on Council and under a previous City Manager, duties were separated. This resolution returns the duties back to the way it had been done decades before.

Vice Mayor Chin reiterated that by our Charter, the City Clerk has always been a direct hire by the City Council. This is restoring it to the original intent. He is clearing up any allegations of ill intent.

Made by Key, seconded by Chin.

**MOTION:** **TO ADOPT RESOLUTION NO. 2023-01, REPEALING RESOLUTION NO. 2017-01 AND PLACING CITY CLERK BACK UNDER AUTHORITY OF CITY COUNCIL**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

**STOP WORK ORDER MODIFICATION**

Stop Work Order  
 Modification

City Attorney Zachary Roth explained the property (540-580 Atlantic Boulevard) has a development agreement which provides a separate way of handling development on this property. It is his position that the provisions regarding the zoning of the water tank have not been approved. That resulted in the February 1, 2023, Special Council Meeting. Though there wasn't a formal plan presented, he contacted their attorney regarding a potential starting point for a resolution. The structure would be the City performing a hydraulic test to determine what's going on as to why the water flow was fine two years ago and now it is not. Then, making a commitment from what is practical from a budgeting and time standpoint to fix what we can. If by that point, the flows are restored and are sufficient and they can meet the fire

code, they connect to our water system and remove the water tank. If by that date, water flow is not restored, they commit to finding an alternative that allows them to remove the tank and meet the flows by another date.

Mr. Roth emphasized that this structured solution involves date certain. This is not going to be something that is open ended. This resolution will be recorded as an amendment to the development agreement. Given that the structure contemplates that the tank remain in place temporarily so that Publix can open, the developer asked if the stop work order could be modified, not to permit them to operate but to complete some of the underground and connection work.

The developer is requesting Council to modify the stop work order to allow them to perform a certain amount of work so when the amendment to the development agreement is passed, and the refute resolved, they are closer to opening. This would minimize the time they are down. The modification provides four tasks. One of the things he thought would be a nonstarter based on previous Council comments is filling the tank. The developer understands that the stop work order would remain in place and they are not permitted to fill the tank or otherwise operate it.

Mr. Roth pointed out the paragraph in bold on page 2 of their request that reads “this letter is not an acknowledgement or acquiescence to the legal enforceability or applicability of the SWO. TLM reserves the right to pursue all available legal remedies to contest the SWO and challenge its enforceability.” He stated he had spoken with their attorney and agreed that the City reserves its right as well. He also advised that as he proposed a potential motion for Council’s consideration, the approval is granted on the basis that this is a compromise of a disputed claim and not an admission of anything wrong with the stop work order. If the owner has an issue, the approval is not valid and restored back to the full work order.

Mr. Roth advised that the next step would be the owner to prepare their proposed amendment to the development agreement. We asked them to come with a plan. This would be that plan. He would present to Council at an upcoming meeting. Tonight, they are asking to have the stop work order modified.

Mr. Roth confirmed Vice Mayor Chin’s statement that this is basically to allow them to continue making the necessary connections and they agree that they are not filling the tank. This is a preliminary step to allow them to proceed forward while the amendment is negotiated.

Councilor Key asked if all of the things agreed for the stop work order were in writing. Mr. Roth stated he had included the four tasks verbatim into the proposed motion. Councilor Key commented that she feels comfortable moving forward.

Councilor Livingston stated she feels comfortable moving forward and it is put very clearly this is not giving up the right to proceed with legal action. If it comes to all the work being done and there is still no agreement, that doesn’t mean they can fill the tank.

Councilor Messinger commented this is moving forward and coming to an agreement with drop dead dates and a final resolution.

Made by Key, seconded by Messinger.

**MOTION:**            **TO MODIFY THE STOP WORK ORDER IN PLACE REGARDING THE WATER TANK AT 572 ATLANTIC BOULEVARD, AS FOLLOWS:**

**TO PERMIT:**

**(1) CONNECTING THE UNDERGROUND FIRE SUPPLY LINE TO ABOVE THE GROUND, MINUS CONNECTING IT TO THE TANK ITSELF; THIS WILL ALSO ALLOW TLM REALTY TO COMPLETE LANDSCAPING SURROUNDING THE TANK;**

**(2) INSTALLATION OF THE FIRE PUMP SUPPLY LINE FROM THE FIRE WATER STORAGE TANK, WHICH IS AN ABOVE-GROUND LINE;**

**(3) INSTALLATION OF THE PROPOSED TANK/PUMP BY-PASS LINE BETWEEN THE FIRE TANK SUPPLY LINE AND THE MAIN FIRE LINE THAT FEEDS BOTH PUBLIX AS WELL AS THE RETAIL SPACES INCLUDING BYPASS VALVES, PENDING APPROVAL OF THE PLAN REVISION, ALLOWING FOR FINAL CONNECTION TO BEALLS OUTLET UTILIZING THE EXISTING WATER SERVICE THAT IS CURRENTLY CONNECTED; AND**

**(4) COMPLETION OF THE INSTALLATION, CONNECTION AND WIRING OF THE FIRE PUMP AND FIRE PUMP HOUSE STRUCTURE AND FINISHES. SUBJECT TO THE FOLLOWING:**

- 1. THE TANK MAY NOT BE FILLED OR OTHERWISE OPERATED;**
- 2. THIS APPROVAL IS GIVEN AS A COMPROMISE OF A DISPUTED CLAIM AND IS NOT INTENDED TO WAIVE ANY RIGHTS OF THE CITY REGARDING THESE MATTERS. IF THE PROPERTY OWNER DOES NOT AGREE AS TO THAT POINT, THEN THIS APPROVAL SHALL NOT BE VALID AND THE STOP WORK ORDER SHALL REMAIN IN PLACE UNMODIFIED.**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED****NEW BUSINESS**

Res. No. 2023-02,  
CDB Members

Resolution No. 2023-02, A Resolution Appointing Members to the Community Development Board.

Mayor Brown stated that this resolution reappoints Rhonda Charles and Anthony Mazzola as alternates and appoints Marc Boran as an alternate.

Made by Livingston, seconded by Key.

**MOTION: TO ADOPT RESOLUTION NO. 2023-02, APPOINTING CDB MEMBERS**

Roll Call Vote

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

Noes: 0

**MOTION CARRIED**

Res. No. 2023-03,  
PORF Board  
Member

Resolution No. 2023-03, A Resolution Appointing a Fifth Member to the Police Officers' Retirement Fund Board.

Mayor Brown reported this resolution reappoints Leona Sheddan as the fifth member of the Police Officers' Retirement Board.

Made by Chin, seconded by Livingston.

**MOTION:**           **TO ADOPT RESOLUTION NO. 2023-03, REAPPOINTING FIFTH MEMBER TO POLICE OFFICERS' RETIREMENT BOARD**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

911 Agreement

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

Mr. Roth explained this is the annual update to the agreement based on calculating last year's figures for the City on a pro rata distribution. He pointed out that the document requires the signature of the City Manager. He recommends to strike that signature line and have the City Clerk and Mayor sign the document.

Made by Messinger, seconded by Key.

**MOTION:**           **TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN CITY OF JACKSONVILLE AND CITY OF NEPTUNE BEACH FOR DISTRIBUTION OF 911 USER FEES**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

FCCMA Senior  
Advisors/City  
Manager Search

ICMA/FCCMA Senior Advisors to Assist in City Manager Search.

Mayor Brown stated that the Senior Advisors would assist in the City Manager search by reviewing applicants and making recommendations. They request Council's approval for their services. Council still makes the decision.

Councilor Livingston pointed out that we could discuss other tools to do whatever we can to find quality candidates.

Mr. Roth answered Councilor Key's question that the City does not pay the senior advisors directly, but there are advertising, travel, meals, lodging costs in the process.

Councilor Key commented that we do not have the costs of current City Manager and a search firm may absorb some of those other costs.

Councilor Messinger commented that as this would not be an exclusive arrangement and we reserve the right to utilize an executive search firm.

Made by Chin, seconded by Livingston.

**MOTION:**      **TO APPROVE THE ICMA/FCCMA SENIOR ADVISORS TO ASSIST IN THE SEARCH FOR CITY MANAGER**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

**COUNCIL COMMENTS**

Councilor Key requested that Ms. Hazouri be sent the plans for the approved 500 Atlantic project to clear up some of the confusion

Adjournment

There being no further business, the meeting adjourned at 7:21 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
**FRIDAY, FEBRUARY 10, 2023, 2:00 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Friday, February 10, 2023, at 2:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

**Attendance:****IN ATTENDANCE:**

Mayor Elaine Brown  
 Vice Mayor Kerry Chin  
 Councilor Lauren Key  
 Councilor Nia Livingston(*absent*)  
 Councilor Josh Messinger

**STAFF:**

City Attorney Zachary Roth(via Zoom)  
 Police Chief Richard Pike  
 Chief Financial Officer Danielle Dyer-Tyler  
 Community Development Director Heather Whitmore  
 City Clerk Catherine Ponson

**Call to Order/Roll Call**

Mayor Brown called the Special Meeting to order at 2:00 p.m. .

**Interim City Manager**

Interim City Manager Appointment. Mayor Brown stated that the purpose of this meeting was to appoint an Interim City Manager.

Made by Messinger, seconded by Chin.

**MOTION:**

**TO APPOINT POLICE CHIEF RICHARD PIKE AS INTERIM CITY MANAGER**

**Roll Call Vote:**

Ayes: 4-Key, Messinger, Chin, and Brown  
 Noes: 0

**MOTION CARRIED**

Vice Mayor Chin pointed out that this is not an unheard of decision and in the past Police Chief Sembach had stepped in. This is following that similar pattern as before.

**Adjournment**

There being no further business, the Special Meeting adjourned at 2:06 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
**TUESDAY, FEBRUARY 21, 2023, 6:00 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 21, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

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Attendance:	<b>IN ATTENDANCE:</b> Mayor Elaine Brown( <i>absent</i> ) Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger	<b>STAFF:</b> City Attorney Zachary Roth Interim City Manager Richard Pike Chief Financial Officer Danielle Dyer-Tyler Community Development Director Heather Whitmore Project Manager Jason Lupson Senior Center Director Leslie Lyne City Clerk Catherine Ponson
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Call to Order/Roll Call: Vice Mayor Chin called the Special Meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Swearing In Ceremony: Vice Mayor Chin administered the Oath of Office to Police Officer Tyler Deel.

Proclamation: Vice Mayor Chin read and presented a proclamation declaring the month of March as Irish American Heritage Month.

Supp. Agreement No. 1-MLH: Supplemental Agreement No. 1 with Marquis Latimer + Halback for Neptune Beach Senior Activity Center Exterior and Landscaping Design. Project Manager Jason Lupson stated he had reached out to the consultants on the project. He advised that they had requested an additional quote of \$3,500 that was not included in the original scope of work for site visits during construction. This would replace “hourly” with the set amount.

Councilor Livingston stated she did not see where this makes sense and it seems like hourly would have been more cost effective.

Councilor Messinger agreed with Councilor Livingston and he is inclined to keep the contract as it is.

Councilor Key commented that she has a hard time spending any more money on the Senior Center.

Vice Mayor Chin suggested leaving it as it is and adding a cap of \$3,500.

Made by Livingston, seconded by Messinger.

**MOTION:**            **TO APPROVE AND MODIFY SUPPLEMENTAL AGREEMENT NO. 1 WITH MARQUIS LATIMER+ HALBACK TO REMAIN HOURLY AND NOT TO EXCEED \$3,500**

Roll Call Vote:

Ayes: 3-Livingston, Messinger, and Chin

Noes: 1-Key

**MOTION CARRIED**

Next Steps -  
Senior  
Center

Next Steps – Senior Center. Councilor Key stated that the Senior Center has been an ongoing, long process. It was approved before she was on Council and she has been on Council for two years. We have the Neptune House as a community center that can be utilized as a Senior Center. All three beach cities have their own Senior Centers. She was told that Atlantic Beach is about to receive \$500,000 from the City of Jacksonville. She stated that knowing the lay of the land and considering the best financial interest as a City, she would like to explore the option of selling the trailers and recouping what costs we can from that, then utilize what funds we can to make the existing building that has been unused for many years as the Senior Center. She stated at least have a cost analysis done to see what the two different scenarios look like.

Councilor Messinger remarked that his train of thought is similar to Councilor Key's. He would be interested in understanding what, if we were to sell off the modular, and package that out, what would we recoup and what it would look like. There are opportunities to improve Neptune House if we were to keep the Senior Center there. He would like to have a better understanding of it and would like to get consensus to instruct staff to explore that and present at the next workshop.

Vice Mayor Chin commented that he sees no harm in exploring that option. His concern is that some of the monies were donated for the acquisition of the new Senior Center. Would we be responsible for paying back the donors those monies?

City Attorney Zach Roth advised that we would have to see if there were any specific conditions placed on specific payments. Generally speaking, if we use the funds that came back to us for the purpose of the Senior Center, it would be acceptable if there were no specific conditions.

Vice Mayor Chin added he would be interested in seeing what logistical issues we would have to overcome to utilize Neptune House, such as parking and accessible pathways. He would be interested but be cautious.

Councilor Livingston stated she would like to hear from the Community and anyone who had involvement in the Senior Center.

**PUBLIC COMMENT**

Public  
Comment

Brent Rogers, 1932 Strickland Road, Neptune House, stated thankfully Council is trying to alter the project. He added the City should not spend any more on the trailers.

Adjournment There being no further business, the Special Meeting adjourned at 6:36 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES**  
**WORKSHOP CITY COUNCIL MEETING**  
**IMMEDIATELY FOLLOWING THE SPECIAL MEETING**  
**TUESDAY, FEBRUARY 21, 2023, 6:36 P.M.**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 21, 2023, at 6:36 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

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Attendance	<b>IN ATTENDANCE:</b> Mayor Elaine Brown( <i>absent</i> ) Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger	<b>STAFF:</b> City Attorney Zachary Roth Interim City Manager Richard Pike Community Development Director Heather Whitmore Senior Center Director Leslie Lyne Deputy Public Works Director Colin Moore Project Manager Jason Lupson City Clerk Catherine Ponson
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Call to Order/Roll Call      Vice Mayor Chin called the workshop meeting to order at 6:36 p.m.

**DEPARTMENTAL SCORE CARD**

Dept Score Card	Interim City Manager Richard Pike requested if Council has any questions on any of the projects, he would be happy to help.
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**ISSUE DEVELOPMENT**

Dig Local Network-Beaches Green Market	Jessica Meyer, Market Manager, Dig Local Network, presented information on the Dig Local Network(DLN). She reported that the organization would like to re-open the Beaches Green Market in Jarboe Park and continue being a part of the Neptune Beach Community again. She presented the requests for the market, including spaces for 10x10 spaces for no more than 50 vendors.
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Discussion ensued including parking, food trucks, site plan, and start date.

City Attorney Zach Roth advised that the next steps would be a formal proposal with exactly what they are asking for including a site plan. Once we know what they are asking, we can evaluate how it relates to various provisions of our Code.

- LDC Revisions

LDC Revisions. Community Development Director Heather Whitmore explained the Land Development Code was updated in August of 2022. There were some items that needed to be addressed including Floor Area Ratio (FAR), garage location and proposed rezoning South Street and Bowles Street from R-2 to R-3.
- Floor Area Ratio

The FAR issue was brought forward from applicants. Staff is recommending removing the 3,000 and 3,500 square footage requirements.

The consensus is to move this item forward for first read on March 6, 2023.
- Garage Location

Ms. Whitmore stated that the language added for the new LDC was confusing. In Section 27-243, the graph conflicts with the text. This language must be clarified or removed.

Councilor Key commented that she does not feel we should be telling people where they can put their garages. She would be happy to get rid of the garage aspect all together. She leans on the recommendation.

Councilor Livingston stated she was not a fan when it was first presented. She is curious to see the CDB recommendation. She personally would be okay with doing away with the language.

Councilor Messinger agreed the language is confusing and is not ideal. He thinks there should be some requirement to keep the eclectic nature and character. He does not want to prescribe and get very detailed about what someone can do. He wants to give flexibility while at the same have Code that retains the character of the Community.

Ms. Whitmore stated she would come back with options and recommendations that have been properly vetted.
- Rezoning South St. and Bowles St. from R-2 to R-3

Rezoning South St. and Bowles St. from R-2 to R-3. Ms. Whitmore explained that the LDC update had incorporated a proposal to rezone a portion of South Street and Bowles Street from R-2 to R-3.

Discussion ensued regarding the Future Land Use Map, Zoning Map and nonconformities provisions. Vice Mayor Chin advised that Ms. Whitmore would come back with options on this moving forward.
- Adjournment

The workshop meeting adjourned at 7:42 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



Agenda Item #8A

Ord. No. 2023-01

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

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



**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27 UNIFIED LAND DEVELOPMENT REGULATIONS; ARTICLE IV LAND USE; SECTION 237 BUILDING AREA REQUIREMENT (1), (2), and (3) (REMOVING 3,500 AND 3,000 FLOOR AREA RATIO MAXIMUM IN R-1, R-2, and R-3); AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VOTE RESULTS OF FIRST READING:**

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

Passed on First Reading this 6<sup>th</sup> day of March, 2023.

**VOTE RESULTS OF SECOND AND FINAL READING:**

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

Adopted on Second and Final Reading this 3<sup>rd</sup> day of April, 2023.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC, City Clerk

Approved as to form and  
correctness:

\_\_\_\_\_  
Zachary Roth, City Attorney

## EXHIBIT A

### Sec. 27-237. - Building area requirements.

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

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

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

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

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

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

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

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

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

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

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

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

*This instrument prepared by and return to:*

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

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**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

- A. The City will conduct a hydraulic study within ninety (90) days of the date of this First Amendment to identify necessary water system improvements to increase the water pressure and flow to the Property and surrounding area.
- B. Based on the results of the hydraulic study, the City will make reasonable water system improvements, with the goal of delivering a water system capable of supplying the required fire flow for fire protection to the Project. Any water system improvements performed by or at the direction of the City may not materially affect tenant operations on the Property, except with the express written consent by Developer. Such written consent may not be unreasonably withheld. The City will use commercially reasonable efforts to complete such improvements by June 30, 2024. Developer shall use commercially reasonable efforts to remove the water storage tank within six (6) months of City's completed improvements.
- C. If the City cannot make reasonable water system improvements, Developer will install a connection to the COAB Extension within six (6) months of the completion of the COAB Extension subject to the City of Atlantic Beach permitting said connection. The City agrees to permit, allow, and cooperate with the City of Atlantic Beach to extend water service and sewer service to the south side of Atlantic Boulevard. Developer shall use commercially reasonable efforts to remove the water storage tank within six (6) months after connection to the COAB Extension.
- D. For the purposes of this Section, "reasonable water system improvements" shall mean improvements made by or on behalf of the

City on or affecting the Property. The City commits to providing (x amount) of reasonable water system improvements to increase the water pressure and flow to the Property and surrounding area, however, if those improvements do not fix the water pressure and flow issue, then Developer commits to installing a connection to the COAB Extension, but if that COAB Extension connection cost exceeds \$50,000.00, the City is responsible for the difference or for providing additional fixes to restore the flows to make the COAB Extension connection unnecessary.

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

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

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

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

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

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

[Signatures Follow]

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

**FOR CITY OF NEPTUNE BEACH**

\_\_\_\_\_  
Elaine Brown, Mayor

\_\_\_\_\_

Attest

(City Seal)

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved to form:

\_\_\_\_\_  
Zachary Roth, Esq., City Attorney

STATE OF FLORIDA  
COUNTY OF DUVAL

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**FOR NEPTUNE BEACH, FL REALTY LLC**

By: TLM Realty Corp., Class A  
Managing Member

\_\_\_\_\_  
By: Ronald J. Oehl  
Title: President

Witnesses:

\_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires:



Agenda Item #10B  
 City Hall Roof Repair

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

<b>AGENDA ITEM:</b>	Item #10B. CONB Bid No. 2023-02, City Hall Roof Repair
<b>SUBMITTED BY:</b>	Neptune Beach Project Manager Jason Lupson
<b>DATE:</b>	February 14, 2023
<b>BACKGROUND:</b>	<p>Ardurra Group, Inc. has been hired by the City to provide consulting and engineering services for the repair of City Hall's roof through Supplemental Agreement No. 2, in compliance with F.S. s. 287.055. Their bidding, specifications, and contract documents have been submitted for review, and budget estimate approval is being requested. The consultant has quoted a full cost estimate for \$200,000.00. This amount will account for the proposed cost of construction along with a 25% contingency.</p>
<b>BUDGET:</b>	\$200,000.00 in Non-departmental - Building Improvements: 001-1119-519-60-62. (\$175,000 has been approved in FY 2023)
<b>RECOMMENDATION:</b>	Staff respectfully recommends Councils' approval of CONB BID 2023-02 for Neptune Beach City Hall Roof Repair
<b>ATTACHMENT:</b>	Supplemental Agreement No. 2. City of Neptune Beach Bid No. 2023-02

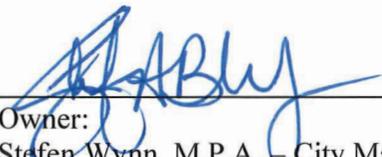
**Supplemental Agreement No. 2 to the General Engineering Continuing Contract  
CONB RFQ No. 2021-04 for Design, Bidding, and Engineering Services on the City Hall Roof  
Project**

Consultant:	Ardurra Group, Inc. Kart Vaith, PE, BCEE 100 Center Creek Road, Suite 108 St. Augustine, FL 32084	Owner:	City of Neptune Beach
Date:	July 27, 2022		

Item	Description of Services	
	Provide consulting and engineering services as identified in the attached consultant's scope of services and fee proposal dated July 21, 2022.	
Task #1	Prepare Design Documents	\$10,177.28
Task #2	Bidding Services	\$2,274.58
Task #3	Engineering Services During Construction	\$18,309.60
<b>Total Not-to-Exceed Fees without prior written authorization</b>		<b>\$30,761.46</b>

The Consultant shall complete tasks diligently and as soon as practical to avoid delays in the progress of the Construction project. The Consultant shall bill its services as incurred on a time-and-materials basis up to the not-to-exceed amount of \$30,761.46. The Consultant shall not exceed the Fees stated above without prior written approval from the City. This document, along with Consultant's scope of services and fee proposal dated July 21, 2022, shall become an amendment to the General Engineering Continuing Contract CONB RFQ No. 2021-04 and all provisions of the Agreement will apply hereto.

Accepted by:  Date: 08/08/2022  
 Consultant:  
 Ardurra Group, Inc.  
 Kart Vaith, PE, BCEE

Accepted by:  Date: 8/8/2022  
 Owner:  
 Stefan Wynn, M.P.A. - City Manager  
 City of Neptune Beach

## TASK ORDER

THIS TASK ORDER IS ISSUED PURSUANT TO THE AGREEMENT FOR CONSULTING ENGINEERING SERVICES BETWEEN CITY OF NEPTUNE BEACH, FLORIDA AND ARDURRA GROUP, INC., (GENERAL ENGINEERING CONTINUING CONTRACT (GECC) CONB RFQ No. 2021-04) WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO

### Scope of Services for Professional Engineering Services for the City Hall Roof Replacement Project

#### Article A. Purpose:

The purpose of this Task Order is to authorize CONSULTANT (Ardurra Group, Inc.) to proceed with professional engineering services for the City Hall Roof Replacement project. CONSULTANT was authorized in 2022 to complete engineering services for the PROJECT which included improvements to replace the roof system and reinstall existing solar panels (PROJECT) for City of Neptune Beach (CONB, OWNER or CLIENT). This scope of services generally includes the professional engineering activities associated with design, bid, and construction for improvements for the PROJECT. The Scope of Services for this project are included in Article B.

#### Article B. Scope of Services:

The scope of services for this project includes design, bidding, and construction phase services for the following improvements:

- Roof replacement.
- Removal and reinstallation of the existing solar panels.

The engineering and technical tasks that are proposed for this project are as follows:

#### Task 1. Prepare Design Documents

##### *Subtask 1.1 Design Deliverables (Includes 90% and 100% Submittals)*

CONSULTANT will develop structural drawings and specifications. It is assumed no more than three (3) design deliverables and standard division thirteen (13) specifications.

##### *Subtask 1.2 Site Visits*

CONSULTANT will attend no more than three (3) site visits to gather information and coordinate with CONTRACTORS.

## **Task 2. Bidding Services**

### *Subtask 2.1 Attend Pre-Bid Meeting*

CONSULTANT will attend one (1) pre-bid meeting/site tour and assist OWNER in responding to questions from bidders. In addition, CONSULTANT will respond to CONTRACTOR's questions and requests for additional information. One (1) Addenda is included in this scope of services.

### *Subtask 2.2 Conformed Documents*

CONSULTANT will prepare and assemble electronic and hard copies of conformed contract documents for use by CONTRACTOR, CLIENT, and CONSULTANT after contract is executed by all parties.

## **Task 3. Engineering Services During Construction**

### *Subtask 3.1 Weekly Site Visits*

CONSULTANT will attend weekly meetings to resolve issues in the field as may occur. It is assumed no more than nine (9) will be attended by the CONSULTANT. Action items will be distributed to the project team as required.

### *Subtask 3.2 Construction Progress Meetings*

CONSULTANT will attend construction progress meetings and site visits. It is assumed that no more than two (2) meetings will be attended CONSULTANT. CONSULTANT will prepare an agenda and distribute meeting minutes to the project team.

### *Subtask 3.3 Review Shop Drawings*

CONSULTANT will receive, review, evaluate, and distribute shop drawings. It is assumed that no more than four (4) shop drawings and one (1) resubmittal will be reviewed by the CONSULTANT.

### *Subtask 3.4 Requests for Information (RFI)*

CONSULTANT will receive, a review, and evaluate up to three (3) RFIs. CONSULTANT will submit RFI response to the CONTRACTOR.

### *Subtask 3.5 Review and Approve Contractor's Pay Requests*

CONSULTANT will review and approve CONTRACTOR's pay requests and final pay request. It is assumed no more than two (2) pay requests and one (1) final pay request will be reviewed by CONSULTANT.

### *Subtask 3.6 Review Change Orders*

CONSULTANT will receive, review, and evaluate change orders with entitlement review. It is assumed no more than two (2) will be evaluated by CONSULTANT.

### *Subtask 3.7 Substantial Completion Walk-Through*

CONSULTANT will conduct one (1) walk through to assess the project at Substantial Completion. CONSULTANT will create a punch list and distribute to the project team. CONSULTANT will issue the Substantial Completion Certificate to the CONTRACTOR upon OWNER approval.

### *Subtask 3.8 Final Completion Walk-Through*

CONSULTANT will conduct one (1) final walk through to confirm and verify the completion of the punch list.

### *Subtask 3.9 O&M Manuals and Legal Documentation*

CONSULTANT will receive, review, evaluate, and distribute O&M manuals. It is assumed no more than three (3) O&M manuals will be reviewed by the CONSULTANT. CONSULTANT to review two (2) year warranty bond, special warranties, list of unsettled claims, written consent of surety of final payment, notice of final completion, lien releases, and other documents pertaining to the PROJECT and CONSULTANT.

### *Subtask 3.10 Construction Record Drawings*

CONSULTANT will update the construction record drawings upon acceptance of CONTRACTOR's construction red lines. Record drawings are to include a CONTRACTOR provided signed and sealed survey by a professional engineer or land surveyor registered in the State of Florida, CONSULTANT will review and place certification block for signature. CONSULTANT will produce and submit construction record drawings upon project final completion for OWNER review. CONSULTANT will incorporate OWNER review comments and submit final construction record drawings in electronic format (PDF) and AutoCAD.

### *Subtask 3.11 Project Completion Certifications*

CONSULTANT will perform the project completion certification and submit to necessary agencies. It is assumed no more than three (3) project completion certifications will be submitted by CONSULTANT.

## **Article C. Compensation Provisions:**

As compensation for providing the services described within this Task Order, CLIENT shall pay CONSULTANT in accordance with the current Agreement, based on the estimated completion of the Project. The total lump-sum fee proposed for Tasks 1-3 is **\$30,761.46** which shall not be exceeded without a revision to this Agreement. A breakdown of the proposed fee is provided as Attachment A.

## **Article D. Period of Service:**

The schedule for the Project within this Task Order is as follows:

- Task 1-3 – 6 months from CONTRACTOR's NTP

## **Article E. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

<b>For the CLIENT</b>	<b>For the CONSULTANT</b>
<b>Name:</b> Megan Steward	<b>Name:</b> David Rasmussen, PE Client Service Manager
<b>Address:</b> City of Neptune Beach City Hall 116 First Street Neptune Beach, FL 32266	<b>Address:</b> 100 Center Creek Road Suite 108 St. Augustine, FL 32084
<b>Telephone:</b> (904) 566-9410	<b>Telephone:</b> 904-593-5607

**Attachment A**  
**City of Neptune Beach**  
**City Hall Roof Replacement Project**  
**Fee Estimate**

<i>Task</i>	<i>Senior Project Manager</i>	<i>Professional Engineer III</i>	<i>Engineering Associate II</i>	<i>Administrative II</i>	<i>Total Hours</i>	<i>Total Cost</i>
<i>Rates</i>	\$211.73	\$156.28	\$118.97	\$68.56		
<b>Task 1 Prepare Design Documents</b>						
1.1 Design Deliverables	2	40	4	4	50	\$ 7,424.78
1.2 Site Visits		10	10		20	\$ 2,752.50
<b>Task 2 Bidding Services</b>						
2.1 Attend Pre-Bid Meeting		4	4		8	\$ 1,101.00
2.2 Conformed Documents	2		4	4	10	\$ 1,173.58
<b>Task 3 Engineering Services During Construction</b>						
3.1 - Weekly Site Visits			18		18	\$ 2,141.46
3.2 - Construction Progress Meetings		8	8		16	\$ 2,202.00
3.3 - Review Shop Drawings		20	5	2	27	\$ 3,857.57
3.4 - Requests for Information (RFI)		9	3		12	\$ 1,763.43
3.5 - Review and Approve Contractor's Pay Requests			8		8	\$ 951.76
3.6 - Review Change Orders	2		6		8	\$ 1,137.28
3.7 - Substantial Completion Walk-Through		3	4		7	\$ 944.72
3.8 - Final Completion Walk-Through			2		2	\$ 237.94
3.9 - O&M Manuals and Legal Documentation	2		8	2	12	\$ 1,512.34
3.10 - Construction Record Drawings	2	8	4	2	16	\$ 2,286.70
3.11 - Project Completion Certifications	2		6	2	10	\$ 1,274.40
<b>LABOR SUBTOTAL</b>	<b>12</b>	<b>102</b>	<b>94</b>	<b>16</b>	<b>224</b>	<b>\$ 30,761.46</b>
<b>% Labor per Category</b>	<b>5%</b>	<b>46%</b>	<b>42%</b>	<b>7%</b>	<b>100%</b>	
<b>LUMP SUM TOTAL</b>						<b>\$ 30,761.46</b>

**CITY OF NEPTUNE BEACH**  
**BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS**  
**FOR**  
**CITY HALL ROOF REPAIR**  
*CONB BID NO. 2023-02*

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**BID DUE: April 14, 2023 at 2:00 PM (local time)**

**'PRE-BID' MEETING**

**March 14, 2023 at 10:00 AM (Local time)**

NOVEMBER 2022

**CITY OF NEPTUNE BEACH  
CONB BID NO. 2023-02  
CITY HALL ROOF REPAIR**

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**CITY OF NEPTUNE BEACH  
CONB BID NO. 2023-02  
CITY HALL ROOF REPAIR**

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**APPENDICES**

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APPENDIX “A”	Procurement Drawings bearing the following title City of Neptune Beach – City Hall Roof Repair
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## 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, April 14, 2023**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, for the following:

#### **City Hall Roof Repair CONB BID NO. 2023-02**

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

Provide all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; site clean-up; removal and disposal of all associated construction debris; as-built surveys; installation of lightning protection; and demobilization required to accomplish the removal and replacement the roof for the CONB City Hall.

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 **March 14, 2023 10:00 a.m., local time, at City Hall Conference Room (116 First Street, Neptune Beach, FL 32266)**. Representative of Owner will be 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 [pw bids@nbfl.us](mailto:pw bids@nbfl.us) no later than **March 31, 2023 at 2:00 p.m., local time.***

**Bids are due at 2:00 p.m., local time, April 14, 2023, 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

**00020-1**

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. 2023-02 City Hall Roof Repair to be opened at 2:00 p.m., local time, April 14, 2023" 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 1<sup>st</sup> 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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SECTION 00200

### INSTRUCTIONS TO BIDDERS

Prepared By



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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

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# INSTRUCTIONS TO BIDDERS

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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 and has performed satisfactory work for a government entity in Florida within the last three (3) years. If the General Contractor wishes to sub-contract out the roofing and electrical work, submit the name and the experience of the subcontractor performing the work as specified on the contract. The sub-contractor must have also performed satisfactory work for a government entity in Florida in the last three (3) years.
  - 3. Proof of satisfactory completion on a minimum of three (3) reference projects of similar scope, size, and cost to this project, including performing satisfactory work for at least one project for a government entity in Florida for the general contractor and any sub-contractors. Each of these three (3) reference projects must be verifiable by reference and include the following minimum information:
    - a. Project Name
    - b. Project Location (city, state)
    - c. Brief Description of Project Substantiating Similarity to this Project
    - d. Date of Completion of Project
    - e. Owner's Name
    - f. Owner's Project Manager's Name, Phone Number, and Email Address: Contact
- E. Provide the resumes of the Bidder's proposed project manager and project superintendent with verification that they have a minimum of five (5) years of verifiable experience matching the scope, type and complexity of the construction services performed on this project, that are currently employed with Bidder's company, and the verifiable projects that include contacts, dates, and project descriptive information to the Buyer's complete satisfaction.
- F. Provide a list of all subcontractors proposed for the project who will perform work in the amount equal to, or greater than, \$10,000. Include the following information for each proposed subcontractor:
  - 1. Name of Subcontractor
  - 2. Type of Work Subcontractor will Perform
  - 3. Subcontractor's License Number (if applicable)
  - 4. 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 **March 14, 2023 at 10:00 a.m.**, local time at **“Neptune Beach City Hall: 116 First St, 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](mailto: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 **March 31, 2023 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 as long as such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the Procurement Documents that would alter the determination of which the bidder would be awarded or portion thereof when in the best interest of the Buyer.

#### **ARTICLE 17—BONDS AND INSURANCE**

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

#### **ARTICLE 18—SIGNING OF PROCUREMENT AGREEMENT**

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

#### **ARTICLE 19—SALES AND USE TAXES**

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

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

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

**SECTION 00300**

**BID FORM**

**CONB BID NO. 2023-02  
City Hall Roof Repair**

This Bid is submitted to **The City of Neptune Beach**.

In submitting this Bid, the Bidder represents that:

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

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

**Bid Schedule:**

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
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	\$	\$
9	As-built Survey	LSum.	1	\$	\$
10	Site Restoration and clean-up	LSum.	1	\$	\$
11	Disposal and Disposal Fees	LSum.	1	\$	\$
12	Notices of Commencement and Termination	LSum.	1	\$	\$
13	City Hall Roof Repair	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

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Procurement Documents.

**Buyer's Contingency Allowance: \$50,000.00**  
(Numerals)

The Total Bid Price is the sum of the Lump Sum Bid Price, the Total of All Unit Price Bid Items, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

**Total Bid Price: \$** \_\_\_\_\_  
(Numerals)

**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 Sub-Contractor License Information:**

Sub-Contractor's License Type: \_\_\_\_\_

Sub-Contractor's License Category (if any): \_\_\_\_\_

Sub-Contractor's License Special Qualification (if any): \_\_\_\_\_

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Sub-Contractor's License No: \_\_\_\_\_

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: \_\_\_\_\_ %

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. _____	<input type="checkbox"/>				
2. _____	<input type="checkbox"/>				
3. _____	<input type="checkbox"/>				
4. _____	<input type="checkbox"/>				
5. _____	<input type="checkbox"/>				
6. _____	<input type="checkbox"/>				
7. _____	<input type="checkbox"/>				
8. _____	<input type="checkbox"/>				

**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 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 \_\_\_\_\_, 2023, for:

**CITY HALL ROOF REPAIR  
CONB BID NO. 2023-02  
CITY OF NEPTUNE BEACH, FLORIDA**

**NOW, THEREFORE:**

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

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

**00400-1**

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

WITNESSES:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023, by

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

Notary Public

My Commission expires: \_\_\_\_\_

(Affix Seal)

\_\_\_\_\_  
Print Name

00420-1

**2. Certification Regarding Lobbying**

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. sec. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to Civil Penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {Note: Pursuant to 31 U.S.C. sec. 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, \_\_\_\_\_, 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: \_\_\_\_\_

**00420-2**

**3. Anti-Kickback Affidavit**

State of Florida

County of Duval

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Neptune Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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

**00420-4**

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term, "affiliate," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I, the undersigned, understand that a, "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term, "person," includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. **[Indicate which statement applies by initialing.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. HOWEVER, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

**00420-5**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 bid 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](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
<b>or</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
	-							

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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 00440**

**BONDING CAPACITY CERTIFICATION LETTER**

**OWNER:**

City of Neptune Beach  
116 1<sup>st</sup> 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 City Hall Roof Repair.

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 \_\_\_\_\_

**00440-1**

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

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; temporary facilities; site clean-up; removal and disposal of all associated construction debris; as-built surveys; installation of lightning protection; and demobilization required to accomplish the removal and replacement the roof for the CONB City Hall.

##### 1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: City Hall Roof Repair

##### 1.03 *Point of Destination*

- A. The Point of Destination is designated as: *116 First St. Neptune Beach. Fl. 32266*, and the intersection of Lemon St. and 1<sup>st</sup> 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:

<b>Milestone</b>	<b>Days</b>	<b>Notes</b>
Submit Shop Drawings	45	
Deliver acceptable Goods to Point of Destination	120	
The Work will be substantially completed can be utilized for the purposes for which it is intended, and ready for final inspection 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).

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>
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	\$	\$
9	As-built Survey	LSum.	1	\$	\$
10	Site Restoration and clean-up	LSum.	1	\$	\$
11	Disposal and Disposal Fees	LSum.	1	\$	\$
12	Notices of Commencement and Termination	LSum.	1	\$	\$
13	City Hall Roof Repair	LSum.	1	\$	\$
<b>Total of All Unit Price Bid Items</b>					<b>\$</b>

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

conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.

5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.
- B. Buyer's Contingency Allowance is stipulated as **\$50,000**. 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 Statue 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: City Hall Roof Repair, pages 1 to 5, inclusive
  6. Addenda Numbers (numbers to , inclusive)
  7. Public Construction Performance and Payment bond, together with power of attorney (Section 00600 pages 1 to 3, inclusive)
  8. 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).
  9. 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
_____	_____
<i>Buyer of Neptune Beach</i>	<i>(typed or printed name of organization)</i>
By: _____	By: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Date: _____	Date: _____
<i>(date signed)</i>	<i>(date signed)</i>
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
City Manager	<i>(typed or printed)</i>
<i>(typed or printed)</i>	<i>(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i>
Attest: _____	Attest: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Address for giving notices:	Address for giving notices:
116 First Steet	_____
Neptune Beach, FL 32266	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Address:	Address:
116 First Street	_____
Neptune Beach, FL 32266	_____
_____	_____
Phone: _____	Phone: _____
904-270-2400	_____
Email: _____	Email: _____





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:

City Hall Roof Repair  
City of Neptune Beach  
Bid. No. 2023-02

**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**

<b>Owner:</b> _____	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> _____	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> _____	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period:</b>	
<b>From:</b> _____	<b>To:</b> _____

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. _____ X	\$ -	Work Completed	\$ -
b. _____ X	\$ -	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:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
<p><b>Approved by Funding Agency</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Department Head</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>

**00640-1**

Section 00650

Request for Information (RFI)

Project: City Hall Roof Repair

RFI No.: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: City of Neptune Beach

Project No.: CONB Bid No. 2023-02

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: City Hall Roof Repair

Project No.: CONB Bid No. 2023-02

Change Order No.:

Table with 3 columns: Change in Contract Times, (Days), and (Days). Rows include Original Contract time, Substantial Completion, and Ready for Final Payment for various scenarios like increased/decreased from previous C.O. and contract time prior to this C.O.

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				\$
				\$
				\$
<b>Total firm fixed cost not to exceed amount:</b>				\$

*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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# 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 therefore.
    - 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 – PROCUMENT CONTRACT DOCUMENTS**

**00800-1**

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 SCEHDULE

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 Statues.
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 Statues.”

#### 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.”

**00800-2**

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:

<b><u>Insurance:</u></b>	<b><u>Minimum Limits:</u></b>
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 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

**00800-3**

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;

**00800-4**

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

**00900-1**

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 – GENERAL

- 1.1 Location of Work: City Hall Roof Repair  
116 First Street Neptune Beach, FL 32266
- 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:

Provide all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; site clean-up; removal and disposal of all associated construction debris; as-built surveys; installation of lightning protection; and demobilization required to accomplish the removal and replacement the roof for the CONB City Hall.

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. Survey services for construction layout and record drawings.
  - G. All required testing and clearances for placing into service.

- 1.4 Contractor Shall Also Be Required to Perform the Following:

**01010-1**

- 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

**01027-2**

- 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)

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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:

- B. Lightning protection must be in accordance with UL Master Label standards and specifications.
- C. 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 any FDEP wastewater collection/transmission rules and regulations and shall be responsible for installing and testing mains to achieve clearance under a permit, where applicable.
- C. The Contractor shall secure any FDEP permits required for all work included for this project.
- D. The Contractor shall secure any USACE permits required for all work included for this project.
- E. 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.

- F. The Contractor shall secure any Generic Permit required for Stormwater Discharge from Large & Small Construction Activities. The Contractor shall comply with all General Conditions and Specific Conditions, where applicable.
- G. The Contractor shall conform to the FDOT Specifications for road and bridge construction.
- H. The Contractor shall secure any and all permits required by the Building Department for all work included for this project.
- I. The Contractor shall secure any Rights-of-way permits required for all work included for this project.
- J. 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.

#### 01300-1

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

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## 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. Provide coordination, locating, and notifications with all utilities within the Work area.
  4. If utility conflicts are identified or found, coordinate with the Utility Agency Owner to resolve in an effective and efficient manner.
  5. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
  6. Coordinating the Work included in different Sections of the Project that depend on each other for proper installation, connection, and operation.
  7. Coordinating the Work of all Subcontractors and suppliers.
  8. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.
  9. 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.
  10. 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.
  11. 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.
  12. Coordinating delivery of materials in accordance with the Progress Schedule.
  13. Coordinating and cooperating in the timing and sequencing of Seller's Work with the work of other contractors or the Buyer.

14. 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.
15. Making adequate provisions to accommodate items scheduled for later installation by Seller, Buyer, or other contractors.
16. 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.
17. 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.
18. 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.
19. 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.

**01301-3**

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 City Hall Conference Room (116 First St. Neptune Beach, FL 32266), 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

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- 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

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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)

END OF SECTION

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## 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

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**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

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- 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.

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- 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

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 theater during the period between installation and final acceptance by the Buyer.

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

END OF SECTION

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## 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 for edge of roof and top of pitched roof. Show new electrical connection locations with coordinates. 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: City Hall Roof Repair– CONB Bid No. 2023-02 \_\_\_\_\_

Owner's Project No. CONB Bid No. 2023-02 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: \_\_\_\_\_

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Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Project: City Hall Roof Repair – CONB Bid No. 2023-02 \_\_\_\_\_

Owner's Project No. CONB Bid No. 2023-02 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.

**01720-1**

- 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

**01720-4**

## 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.

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- 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. Attest 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

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 Obligee, 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 City Hall Roof Repair CONB Bid No. 2023-02 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:

01740-4

BY: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
(SURETY)

**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: City Hall Roof Repair CONB Bid No. 2023-02

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

# APPENDICES

**SECTION 06100**  
**CARPENTRY WORK**

**PART 1 - GENERAL**

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install all items of rough and finish carpentry work complete as shown on the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submit to the ENGINEER, in accordance with **Section 01300 - Submittals**, complete shop drawings showing details of fabrication and erection of all finish carpentry items and material furnished under this Section.

1.03 REFERENCE STANDARDS

- A. American Wood Preservers Association (AWPA)
  - 1. AWPA P5 - Waterborne Preservatives
- B. National Electrical Manufacturers Association (NEMA)
  - 1. NEMA LD3 - High-Pressure Decorative Laminates
- C. Architectural Woodwork Institute (AWI)
- D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

**PART 2 - PRODUCTS**

2.01 MATERIALS - ROUGH CARPENTRY

- A. All lumber shall be of sound stock, delivered dry and shall be fully protected at all times from injury and dampness. Split, broken, or otherwise damaged pieces will not be allowed in the work.
- B. Wood for blocking and nailers shall be seasoned, 19 percent maximum moisture content, Construction Grade quality and Southern Pine , No.2 or better.
  - 1. Wood members that will contact masonry or concrete shall be vacuum-pressure treated with alkaline copper quaternary compounds (ACQ). Minimum net retention of solid preservative shall be 0.40 lbs/cu ft.

**06100-1**

2. All treatment shall be performed in accordance with the requirements of AWPA for treating wood. Apply a heavy coat of the same preservative used in treating to all surfaces cut after treatment.
- C. Nails, spikes, bolts, nuts and washers where sizes are not indicated or specified, shall be of suitable size and number as approved to securely fasten and hold members in place. Hot dip galvanize after fabrication.

### **PART 3 - EXECUTION**

#### **3.01 FABRICATION - FINISH CARPENTRY**

- A. Before proceeding with fabrication of work required to be fitted to other construction, obtain field measurements and verify dimensions and shop drawings details as required for accurate fit.
- B. Employ only mechanics experienced in the fabrication and installation of items to be installed.
- C. Casework for plastic laminate finish shall comply with AWI 400, Premium Grade. Provide plastic self edges. Provide balancing and back up sheets as required in AWI 400, Premium Grade.
- D. All casework shall be fabricated to conform to the intent of the elevations, sections and details shown and shall be in accordance with the approved shop drawings.

#### **3.02 INSTALLATION**

- A. All rough carpentry shall be accurately cut, fitted and installed as detailed.
- B. Prevent Anchors shall be installed, where indicated or required, to anchor carpentry or other items securely to masonry or concrete.
- C. Forms for structural concrete work shall be as specified under Division 3. Provide all other miscellaneous wood form work as may be required for the completion of the work.

**END OF SECTION**

**06100-2**

## SECTION 07521

### (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawing Exhibits included in the appendix and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.02 SUMMARY

- A. This Section includes the following:
  - 1. SBS-modified bituminous membrane roofing.
  - 2. Cover board.
  - 3. Roof insulation.
- B. Related Sections include the following:
  - 1. Section 06100 - Carpentry Work for wood nailers, cants, curbs, and blocking.
  - 2. Section 07600 - Sheet Metal Flashing and Trim for metal roof penetration flashings, flashings, and counterflashings.

##### 1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 "Terminology Relating to Roofing and Waterproofing"; glossary of NRCA's "The NRCA Roofing and Waterproofing Manual"; and the Roof Consultants Institute "Glossary of Roofing Terms" for definition of terms related to roofing work in this Section.
- B. Sheet Metal Terminology and Techniques: SMACNA Architectural Sheet Metal Manual.
- C. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt, within a range of plus or minus 25 deg F, measured at the mop cart or mechanical spreader immediately before application.

#### 1.04 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Jobsite Safety: Execute all operations and provide a safe work environment in accordance to OSHA standards and regulations. This requirement applies to all contractor personnel, associated subcontractors, workers in other trades, and jobsite visitors.
  - 1. Follow all industry fire prevention guidelines for storage of materials, staging areas, roof access, and application means and methods.
  - 2. Any applicable local fire codes supersede industry guidelines.
- D. Roofing System Design: Provide a roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7-16.
  - 1. Corner Uplift Pressure: Refer to the drawings in the Appendix.
  - 2. Perimeter Uplift Pressure: Refer to the drawings in the Appendix.
  - 3. Field-of-Roof Uplift Pressure: Refer to the drawings in the Appendix.

#### 1.05 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
  - 1. Base flashings, cants, and membrane terminations.
  - 2. Tapered insulation, including slopes.
  - 3. Crickets, saddles, and tapered edge strips, including slopes.
  - 4. Insulation fastening patterns.
- C. Samples for Verification: For the following products:

1. Manufacturer's standard sample size of smooth-surfaced roofing membrane sheet and flashing backer sheet.
  2. Manufacturer's standard sample size of mineral-granule-surfaced roofing membrane cap sheet and flashing sheet.
  3. Manufacturer's standard sample size of cover board.
  4. Manufacturer's standard sample size of roof insulation.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
1. Submit evidence of meeting performance requirements.
- F. Qualification Data: For Installer and manufacturer.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- H. Indicate that bulk roofing asphalt materials delivered to Project comply with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.
- I. Include continuous log showing time and temperature for each load of bulk asphalt, indicating date obtained from manufacturer, where held, and how transported before final heating and application on roof.
- J. Research/Evaluation Reports: For components of roofing system.
- K. Maintenance Data: Refer to Johns Manville's latest published bituminous binder.
- L. Warranties: Special warranties specified in this Section.
- M. Submit valid Florida Product Approval for the proposed roofing system Conformance with the 2020 Florida Building Code. Submittal shall indicate wind pressures and include the installation requirements.

## 1.06 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.

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- B. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- C. Test Reports:
  - 1. Roof drain and leader test or submit plumber's verification.
- D. Source Limitations: Obtain all components from single source roofing manufacturer.
- E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
  - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- F. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site. Comply with requirements for preinstallation conferences in Division 01, **Section 01039** – Coordination and Meetings. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
  - 1. Meet with OWNER, ENGINEER, OWNER's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  - 5. Review structural loading limitations of roof deck during and after roofing.

6. Require that all complimentary trades be present at conference. Including, but not limited to; electrical, plumbing, HVAC, and framing contractors.
  7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  8. Review governing regulations and requirements for insurance and certificates if applicable.
  9. Review temporary protection requirements for roofing system during and after installation.
  10. Review roof observation and repair procedures after roofing installation.
- G. Pre-installation Conference: Conduct conference at Project site. Comply with requirements in Division 01, **Section 01039** - Coordination and Meetings. Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with OWNER, ENGINEER, OWNER's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  5. Review structural loading limitations of roof deck during and after roofing.
  6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  7. Review governing regulations and requirements for insurance and certificates if applicable.

8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.
10. Require all trades listed in Preliminary Roofing Conference to be present.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

#### 1.08 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.09 GUARANTEE

- A. Provide manufacturer's system guarantee equal to Johns Manville's Peak Advantage No Dollar Limit Roofing System Guarantee.
  1. Single-Source special warranty includes roofing membrane, base flashings, liquid applied flashing, roofing membrane accessories, roof insulation, fasteners, cover board, substrate board, manufacturer's edge metal products, and other single-source components of roofing system marketed by the manufacturer.
  2. Warranty Period: 20 years from date of Substantial Completion.

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- B. Installer's Guarantee: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
  - 1. Warranty Period: Ten years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURER**

- A. Basis of Design: Johns Manville Roofing Systems

### **2.02 BUR and SBS-MODIFIED ASPHALT-SHEET MATERIALS**

- A. Roofing base Sheet: ASTM D 4601, Type II, glass-fiber-reinforced, asphalt coated base sheet; suitable for application method specified. Product: Perma Ply 28
- B. Roofing Membrane Sheet: ASTM D 6162, Grade S, Type II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Product: DynaPly
- C. Roofing Membrane Cap Sheet: ASTM D 6163, Grade G, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified. Product: DynaGlas FR CR

### **2.03 BASE FLASHING SHEET MATERIALS**

- A. Base Sheet (Required at Wood Decks Only): ASTM D 6164, Type I, Grade S, polyester-reinforced SBS base sheet; suitable for application methods specified. Product: DynaFast 180 HW
- B. Backer Sheet: ASTM D 6162, Grade S, Type II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Product: DynaPly
- C. Flashing Sheet: [ASTM D 6164, Grade G, Type II, polyester-reinforced] [ASTM D 6221, Grade G, Type I, composite polyester- and glass-fiber- reinforced], SBS-modified asphalt sheet; granular surfaced; suitable for application method specified. Product: DynaLastic 250 FR
- D. Liquid Applied Flashing: A liquid and fabric reinforced flashing system created with a stitchbonded polyester scrim and a two-component, moisture cured, elastomeric, liquid applied flashing material, consisting of an asphalt extended urethane base material and an activator. Product: PermaFlash System

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## 2.04 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Roofing Asphalt: ASTM D 312, Type [IV].
- C. Mastic Sealant: As required by Johns Manville.
- D. Metal Flashing Sheet: Metal flashing sheet is specified in Division 07, Section 07600 - Sheet Metal Flashing and Trim.
- E. Roofing Granules: Ceramic-coated roofing granules matching specified cap sheet, provided by roofing system manufacturer.
- F. Miscellaneous Accessories: Provide all miscellaneous accessories recommended by roofing system manufacturer.

## 2.05 COVERBOARD

- A. Perlite Board: ASTM C 728; composed of expanded perlite, cellulosic fibers, binders and waterproofing agents with top surface seal-coated. Product: : 3/4" Fesco Board

## 2.06 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation (where required): ASTM C 1289, Type II, Product: ENRGY 3
  - 1. Provide insulation package with minimum average R Value of 25 for roof portion over conditioned spaces. Provide insulation package with minimum average R Value of 15 for roof portion over non-conditioned spaces.
  - 2. Provide insulation package with minimum thickness 1.5".

## 2.07 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Provide factory preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated. Product: Tapered Pre-Cut Cricket

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- C. Insulation Cant Strips: ASTM C 728, perlite insulation board. Product: FesCant Plus
- D. Wood Nailer Strips: Comply with requirements in Division 06, Section 06100 - Carpentry Work.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
  - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.02 PREPARATION**

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Prime surface of concrete deck with asphalt primer at a rate recommended by roofing manufacturer and allow primer to dry.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.03 INSULATION AND COVER BOARD INSTALLATION**

- A. Coordinate installing roof system components, so insulation and cover board is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roof insulation and cover board.

- C. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees per manufacturer's instruction.
- D. Install tapered insulation under area of roofing to conform to slopes indicated.
- E. Install boards with long joints in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with like material.
  - 1. Cut and fit boards within 1/4 inch of nailers, projections, and penetrations.
- F. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall thickness is 1.5 inches or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- G. Trim surface of boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- H. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- I. Base sheets at Wood Decking Only: Fasten base sheets as required by the Florida Product Approval.
- J. Adhere to substrate in a solid mopping of hot roofing asphalt applied at EVT.
  - 1. Install base layer in a solid mopping of hot asphalt.
  - 2. Install subsequent layers in a solid mopping of hot roofing asphalt.
  - 3. Install subsequent layers in a cold fluid-applied adhesive.
  - 4. Install subsequent layers in a two-part urethane adhesive.
- K. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.04 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing system specification 3FID-FR-CR according to roofing system manufacturer's written instructions, applicable recommendations of Johns Manville "Bituminous Roofing Binder", and requirements in this Section.
- B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

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- C. Where roof slope exceeds 1/2 inch per 12 inches (1:24, contact the membrane manufacturer for installation instructions regarding installation direction and backnailing.
- D. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- E. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
  - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
  - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- F. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- G. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.05 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
  - 1. Adhere to substrate in a solid mopping of hot roofing asphalt applied at EVT.

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2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
1. Repair tears and voids in laps and lapped seams not completely sealed.
  2. Apply roofing granules to cover exuded bead at laps while bead is hot.
- C. Install roofing membrane sheets so side and end laps shed water.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.06 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
  2. Backer Sheet Application: Mechanically fasten backer sheet to walls or parapets. Adhere backer sheet over roofing membrane at cants in a solid mopping of hot roofing asphalt.
  3. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid mopping of hot roofing asphalt.
  4. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot roofing asphalt applied at EVT. Apply hot roofing asphalt to back of flashing sheet if recommended by roofing system manufacturer.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
1. Seal top termination of base flashing with a strip of glass-fiber fabric set in MBR 1. Seal top termination of base flashing with a strip of glass fiber fabric set in MBR Flashing cement.

### 3.07 FIELD QUALITY CONTROL

- A. Testing Agency: OWNER will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to ENGINEER.
  - 1. Notify ENGINEER or OWNER 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at CONTRACTOR's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.08 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to ENGINEER and OWNER.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION**

## SECTION 07600

### SHEET METAL FLASHING AND TRIM

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Sheet metal flashing and trim
  - 2. Fasteners and attachment devices
  - 3. Manufactured reglets with counterflashing.
  - 4. Formed low-slope roof sheet metal fabrications.
  - 5. Formed wall sheet metal fabrications.
  - 6. Coatings and Slip sheets to isolate sheet metal from dissimilar materials.

##### 1.02 SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Distinguish between shop- and field-assembled work.
  - 3. Include identification of finish for each item.
  - 4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.
- C. Samples: For 6"x6" sample of each exposed product and for each color and texture specified.
- D. Product certificates, test report and maintenance data.
- E. Sample warranty.

##### 1.03 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

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## 1.04 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.01 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install copings tested according to SPRI ES-1 and capable of resisting the following design pressure:
  - 1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

### 2.02 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Galvalume sheet steel: Aluminum-zinc alloy coating AZ50 meeting ASTM A792.
  - 1. Finish to be by Kynar 500 based polyvinylidene fluoride (PVDF) coating, 70% resin formulation in color. Color to be selected by OWNER from manufacturer's standard line
- C. Aluminum Sheet: ASTM B209 (ASTM B209M), 3003-H14, mill finish.

1. Finish to be 2-coat Kynar 500 based polyvinylidene fluoride (PVDF) coating, 70% resin formulation in color. Color to be selected by OWNER from manufacturer's standard line

## 2.03 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Self-Adhering, High-Temperature Sheet: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
    - b. Grace Construction Products, a unit of W. R. Grace & Co.-Conn.; Grace Ice and Water Shield HT Ultra.
  2. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
  3. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.
- C. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

## 2.04 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

- a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
  - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
  - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- 4. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Solder:
  - 1. For Stainless Steel: ASTM B 32, Grade Sn60 , with acid flux of type recommended by stainless-steel sheet manufacturer.
  - 2. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.05 MANUFACTURED REGLETS

- A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Cheney Flashing Company.
    - b. Fry Reglet Corporation.
    - c. Heckmann Building Products, Inc.
    - d. Hickman, W. P. Company.
    - e. Hohmann & Barnard, Inc.
  3. Material: Stainless steel, 0.019 inch (0.48 mm) thick.
  4. Finish: Mill With manufacturer's standard color coating.

## 2.06 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
1. Obtain field measurements for accurate fit before shop fabrication.
  2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
  4. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
  5. Use lapped expansion joints only where indicated on Drawings.

- B. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- C. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- D. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- G. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

#### 2.07 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 10'-0" long sections. Furnish flat-stock gutter brackets and gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
  - 1. Fabricate from the following materials:
    - a. 0.040-in thick aluminum
- B. Downspouts: Fabricate rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Anchor downspouts to walls at 4'-0" OC (maximum), attach with 3/16" diameter x 2 1/4" concrete screw anchors.
  - 1. Hanger Style: Heavy gauge straps.
  - 2. Fabricate from the following materials:
    - a. 0.024-in thick aluminum

## 2.08 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long sections. Furnish with 6-inch- (150-mm-) wide, joint cover plates.
  - 1. Fabricate from the Following Materials:
    - a. 24-gauge Galvalume Steel
- B. Copings: Fabricate in minimum 10'-0" long, but not exceeding 12-foot- (3.6-m-) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, solder or weld watertight.
  - 1. Fabricate from the Following Materials:
    - a. 22-gauge Galvalume Steel
- C. Counterflashing, flashing receivers and roof-penetration flashing:
  - 1. Fabricate from the Following Materials:
    - a. 24-gauge Galvalume Steel

## PART 3 - EXECUTION

### 3.01 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).
- B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.
- C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller. Cover underlayment within 14 days.

### 3.02 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance .

- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with MANUFACTURER's requirements.
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work.
  - 1. Do not solder metallic-coated steel sheet.
  - 2. Do not use torches for soldering.
  - 3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely.
  - 4. Completely remove flux and spatter from exposed surfaces.
  - 5. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
- H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

### 3.03 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches (100 mm) in direction of water flow.

### 3.04 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Inter

lock bottom edge of roof edge flashing with continuous cleat anchored to substrate.

- C. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints minimum of 4 inches (100 mm).
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.05 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

**END OF SECTION**

**SECTION 07613**  
**METAL ROOFING**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Section Includes: Extent of metal roofing as shown on Drawings and indicated by provisions of this Section.
- B. The following types of Work are specified in this Section:
  - 1. Standing seam metal roofing.

1.02 PERFORMANCE REQUIREMENTS

- A. General: Provide complete sheet metal roofing system, including, but not limited to, metal roof panels, cleats, clips, anchors and fasteners, sheet metal flashing and drainage components related to sheet metal roofing, fascia panels, trim, underlayment, and accessories as indicated and as required for a weather-tight installation.
- B. Wind-Uplift Resistance: Provide portable roll-forming equipment capable of producing FM approved sheet metal roofing assemblies that comply with 1-120 wind-uplift resistance ratings.
- C. Thermal Movements: Provide sheet metal roofing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal roofing thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient: 180 deg F, material surfaces.
- D. Water Infiltration: Provide sheet metal roofing that does not allow water infiltration to building interior, with metal flashing and connections of sheet metal roofing lapped to allow moisture to run over and off the material.

1.03 SUBMITTALS

- A. Shop Drawings: Submit in accordance with Section 01300, Submittals covering the items included under this Section. Shop Drawing submittals shall include:

1. Drawings showing manner of forming, joining, and securing metal roofing and pattern of seams. Show expansion joint details and waterproof connections to adjoining Work and at obstructions and penetrations.
2. Product Data: Metal manufacturer's and fabricator's specifications, installation instructions, and general recommendations for roofing applications. Include certification or other data substantiating that materials comply with requirements.
3. Samples: 8-inch square samples of specified metal to be used as roofing with specified finishes applied.
4. State of Florida Product Approvals

#### 1.04 QUALITY ASSURANCE

- A. Industry Standard: Except as otherwise shown or specified, comply with applicable recommendations and details of Architectural Sheet Metal Manual by SMACNA. Conform to dimensions and profiles shown.

#### 1.05 WARRANTY

- A. Special Warranty: Warranty form at end of this Section in which Installer agrees to repair or replace components of sheet metal roofing that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, rupturing, cracking, or puncturing.
    - b. Wrinkling or buckling.
    - c. Loose parts.
    - d. Failure to remain weathertight, including uncontrolled water leakage.
    - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including nonuniformity of color or finish.
    - f. Galvanic action between sheet metal roofing and dissimilar materials.
    - g. Verify available warranties and warranty periods for sheet metal roofing.

2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal roofing that shows evidence of deterioration of factory-applied finishes within specified warranty period. Usually retain "Exposed Panel Finish" Subparagraph below for fluoropolymer or siliconized-polyester finishes; verify availability with manufacturer.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: 30 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Subject to compliance with specified requirements, manufacturers offering products which may be incorporated in Work include:
1. Preformed Metal Roofing: Provide one of the following roofing systems, or equal:
    - a. Medallion-Lok Panels as provided by McElroy Metal, Ashburn, GA: 1 3/4" high finished seam by 16 inches wide, 2panels (Striated Profile), snap-together, smooth texture.
    - b. Snap Clad Panel as provided by Petersen Aluminum Corp. Elk Grove Village, IL, Snap Clad 040 Aluminum Standing Seam System, 1 3/4" high, (Striated Profile), smooth texture.
    - c. Berridge Cee-Lock Panel by Berridge Manufacturing Company. 1 1/2" high, 16 1/2" o.c.
  2. Self-adhering Underlayment:
    - a. Use underlayment recommended by roofing manufacturer to maintain warranty.

## 2.02 MATERIALS

- A. Galvalume Steel, type AZ-55, grade 50 as per ASTM A792-96.
- B. Gauge: 24 GA (0.024).
- C. Finish: High-performance coating, AA-C12C42R1x (cleaned with inhibitive chemicals, conversion coated with an acid-chromate-fluoride-phosphate treatment and painted with organic coating specified below). Apply in strict compliance with coating and resin manufacturer's instructions using a licensed applicator.
  - 1. Fluorocarbon Coating: Two coats of Thermo-cured fluorocarbon top coating containing "Kynar 500" resin, 1.0 mil minimum dry film thickness, applied over epoxy primer. Provide strippable protective film.
  - 2. Thickness: 0.032 inch unless otherwise indicated.
  - 3. Color: As indicated on plans or, if not otherwise indicated, as selected by Engineer from manufacturers' full range of standard colors.

## 2.03 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and accessory items as recommended by sheet metal manufacturer and fabricator for metal roofing Work except as otherwise indicated.
- B. Expansion Joint Sealant: For hooked-type expansion joints, which must be free to move, provide nonsetting, nonhardening, nonmigrating, heavy-bodied polyisobutylene mastic sealant.
- C. Asphalt-Saturated Roofing Felt: No. 30, unperforated organic felt, complying with ASTM D 226, Type I, 36 inches wide, approximate weight 36 pounds per square.

## 2.04 SHOP-FABRICATED UNITS

- A. Shop-fabricate Work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA Architectural Sheet Metal Manual, and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the Work. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations for forming material. Form exposed sheet metal Work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in Work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, nonexpansion type joints are indicated or required for proper performance of Work, form metal to provide for proper installation of elastomeric sealant in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at location of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

### **PART 3 - EXECUTION**

#### **3.01 ACCEPTABLE INSTALLERS**

- A. Installer's Qualifications: Firms specializing and experienced in systems installations for not less than 3 years.

#### **3.02 ROOFING SYSTEM**

- A. Provide complete system comprising of standing seam roof, fascia, gutters, downspouts, vented ridge and soffits, tested and warranted as specified.

#### **3.03 PREPARATION**

- A. Coordinate metal roofing with rain drainage Work, flashing, trim, and construction of decks, parapets, walls, and other adjoining Work to provide a permanently leak-proof, secure, and noncorrosive installation.

#### **3.04 UNDERLAYMENT INSTALLATION**

- A. Install underlayment to roof sheathing according to manufacturer's specifications.

#### **3.05 INSTALLATION**

- A. Manufacturer's Recommendations: Except as otherwise shown or specified, comply with recommendations and instructions of manufacturer of sheet metal being fabricated and installed.
- B. Separate dissimilar metals from each other by painting each metal surface in an area of contact with a bituminous coating, or by applying adhesive polyethylene underlayment to each metal surface, or by other permanent separation as recommended by manufacturers of dissimilar metals.

- C. Install underlayment and paper slip sheet on substrate under metal roofing to greatest extent possible, unless otherwise recommended by manufacturer of sheet metal. Use adhesive for temporary anchorage, where possible, to minimize use of mechanical fasteners under metal roofing. Lap joints 2 inches minimum.
- D. Coat the back side of metal roofing with bituminous coating where it will be in contact with wood, ferrous metal, or cementitious construction.
- E. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements shown and as required for permanently leak-proof construction. Provide for thermal expansion and contraction of the work. Seal joints as shown and as required for leak-proof construction. Shop-fabricate materials to greatest extent possible.
- F. Sealant-Type Joints: Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature is moderate at time of installation (40 to 70 degrees F or 4 to 21 degrees C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 degrees F (4 degrees C). Comply with requirements of Section 07900 for the handling and installation of sealants.
- G. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves and avoidable tool marks considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Except as otherwise shown, fold back sheet metal to form a hem on concealed side of exposed edges.
- H. Conceal fasteners and expansion provisions where possible in exposed work and locate so as to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- I. Ridge Vent: Material, gauge, and finish to match roof panels.

### 3.06 CLEANING AND PROTECTION

- A. Remove protective film (if any) from exposed surfaces of metal roofing promptly upon installation. Strip with care to avoid damage to finishes.
- B. Provide final protection in a manner acceptable to installer, which ensures metal roofing being without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

## SECTION 16010

### LIGHTNING PROTECTION SYSTEM

#### PART 1 – GENERAL

##### 1.1 RELATED REQUIREMENTS

- A. The conditions of the contract, including the General Conditions and Supplementary Conditions, Division 1 – General Requirements, apply to work covered by this section.
- B. Comply with Division 26 Sections, as applicable. Refer to other divisions for coordination of work.

##### 1.2 SCOPE OF WORK

- A. Engage the services of a UL accredited Subcontractor normally engaged in the installation of such systems to provide labor, materials, equipment, tools, and services, and perform operations required for, and reasonably incidental to, the providing of a lightning protection system, including necessary supplementary items. Example: Triangle Lightning Protection, 2587 C.R 44 West Eustis, FL 32726. 352-483-7020. [www.tlpfl.com](http://www.tlpfl.com)
- B. The lightning protection system shall be a master-labeled system protecting the building, consisting of air terminals on the roof, bonding roof mounted mechanical equipment, bonding of the structure and other metal objects, grounding electrodes and interconnecting conductors.
- C. Upon completion of the installation, the installer shall furnish a written guarantee of UL compliance and subsequent issuance of the LPI Master Installation Certificate.

##### 1.3 SUBMITTALS

- A. Submit product data and shop drawings in accordance with Division 1 for products specified under PART 2 – PRODUCTS.
- B. Submit shop drawings showing layout of air terminals, grounding electrodes and bonding connections to structure and other metal objects. Include terminal, electrode and conductor sizes, and connection and termination details.
- C. Submit product data showing dimensions and materials of each component and include indication of listing in accordance with UL96.

**16010-1**

#### 1.4 REFERENCE STANDARDS

- A. The lightning protection system shall comply with the requirements of the latest issue of the following standards:
  - 1. Lightning Protection Institute Installation Standard, LPI-175
  - 2. Underwriters Laboratories, Inc. Installation Requirements, UL-96A
  - 3. National Electrical Code (NEC)
  - 4. National Fire Protection

#### Association, NFPA-780 PART 2 – PRODUCTS

#### 2.1 MANUFACTURERS

- A. Thompson Lightning Protection

#### 2.2 GENERAL

- A. All equipment used in the installation shall be UL listed and properly labeled. All equipment shall be new, and of a design and construction to suit the application where it is used in accordance with accepted industry standards and LPI, UL, NFPA and NEC code requirements.

#### 2.3 LIGHTNING PROTECTION EQUIPMENT

- A. All materials shall be copper/bronze or aluminum and of the size, weight and construction to suit the application and used in accordance with LPI, UL and NFPA code requirements. Class I sized components shall be utilized on roof levels 75 feet and below in height. Class II sized components shall be utilized for roof levels over 75 feet in height. Bolt type connectors and splicers shall be utilized on class I and class II structures. Pressure squeeze clamps are not acceptable. All mounting hardware shall be stainless steel to prevent corrosion.

#### 2.4 GROUND ROD ELECTRODES

- A. Material: Copper-clad steel.
- B. Diameter: 5/8".
- C. Length: 30' (minimum). Increase lengths as required to meet and achieve

specified resistance.

## 2.5 GROUNDING

- A. Provide complete grounding system incorporating multiple ground rods at each downlead.
- B. Conductor shall be minimum of Class II lightning protection copper conductor (bare).
- C. Install at not less than 2-1/2' depth into earth.
- D. Install ground rods (minimum 30' long).

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. The installation shall be accomplished by an experienced installation company that is UL listed, a member of the Lightning Protection Institute, United Lightning Protection Association qualified and an employer of Certified Master Installer of lightning protection systems. A Certified Master Installer shall directly supervise the work.
- B. All equipment shall be installed in a neat, workmanlike manner. The system shall consist of a complete conductor network at the roof and include air terminals, connectors, splicers, bonds, copper downleads and proper ground terminals.
- C. Systems shall not be concealed, with all down lead conductors and groundings down the side of the building, and with roof conductors and air terminals exposed on the roof.
- D. Air terminals and conductors shall be mounted on the top of the pitched roof and surface mounted downlead conductors shall be mounted at the four (4) inside corners where the pitched roof meets the flat roof where possible. The use of an approved and compatible adhesive can be used to mount air terminals and conductors.
- E. Downlead conductors shall be enclosed in full height surface mounted PVC conduits.  
Structural steel may be utilized in the installation as outlined by UL, NFPA and LPI.

### 3.2 COORDINATION

- A. The lightning protection installer shall work with other trades to insure a correct, neat and unobtrusive installation.

**16010-3**

- B. Should the roofing contractor/manufacturer require any special walk pads, membrane patches, pavers, etc. under the components of the lightning protection system, it shall be the responsibility of the roofing contractor to furnish and install such items. The lightning protection installer is responsible for marking the roof with all conductor and pad locations.
- C. It shall be the responsibility of the lightning protection installer to assure a sound bond to the main water service and to assure interconnection with other ground systems.

### 3.3 COMPLETION

- A. Upon completion of the installation, the lightning protection installer shall secure and deliver to the owner the Underwriters Laboratories Master Label. The system will not be accepted without the Master Certification.
- B. This specification recognizes that UL will not Master Label structures or additions that are attached to a structure which does not fully comply with current UL96A lightning protection standards. Therefore, lightning protection shall be provided for the new buildings only. Upon completion of the installation, the installer shall furnish a written guarantee of UL compliance. In addition, a written report of work and cost needed on the attached structure(s) in order for the facility to qualify for the UL Master Label will be required. If no work is necessary, the UL Master Label shall be provided.

# CITY HALL ROOF REPAIR PROJECT

*PREPARED FOR*  
**CITY OF NEPTUNE BEACH**  
 116 FIRST STREET  
 NEPTUNE BEACH, FL. 32266  
 PH. (904)-270-2417

**CONB PROJECT NO. 2023-02**  
**ARDURRA PROJECT NO. 100437.04**

CITY MANAGER  
 STEFEN WYNN

MAYOR  
 ELAINE BROWN

DIRECTOR OF PUBLIC WORKS  
 JIM FRENCH

VICE MAYOR  
 KERRY CHIN

CITY COUNCIL  
 SEAT 1 - ELAINE BROWN  
 SEAT 2 - KERRY CHIN  
 SEAT 3 - LAUREN KEY  
 SEAT 4 - JOSH MESSINGER  
 SEAT 5 - NIA LIVINGSTON



**LOCATION MAP**  
 N.T.S.



*PREPARED BY:*  
  
**ARDURRA**  
 COLLABORATE. INNOVATE. CREATE.  
 100 CENTER CREEK RD, SUITE 108  
 ST. AUGUSTINE, FL 32084  
 (904)-562-2185  
 WWW.ARDURRA.COM

*DATE PREPARED:*  
**NOVEMBER 2022**

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
G-1.0	GENERAL COVER SHEET
STRUCTURAL	
S-1.0	GENERAL STRUCTURAL NOTES, ABBREVIATIONS, SYMBOLS, AND LEGEND
S-2.0	ROOF DEMOLITION PLAN
S-3.0	ROOF IMPROVEMENT PLAN
S-4.0	ROOFING DETAILS

ENGINEER SEAL

NO.	DATE	DESIGNED BY:	DRAWN BY:	REVISION	CHECKED BY:	APPROVED BY:

**COVER SHEET**  
**NEPTUNE BEACH**  
**CITY HALL ROOF REPAIR**  
**CITY OF NEPTUNE BEACH, FLORIDA**



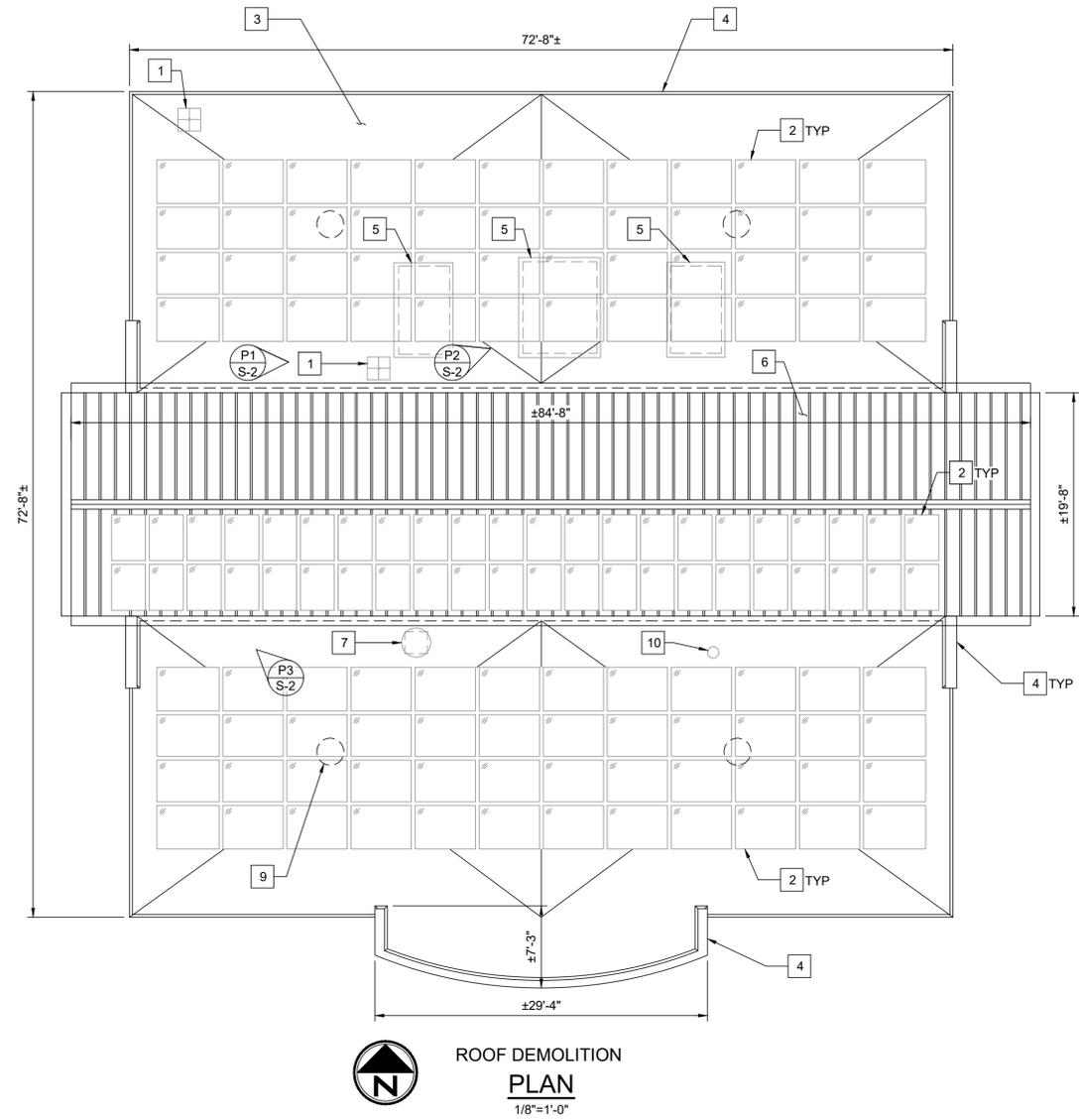
  
**ARDURRA**  
 COLLABORATE. INNOVATE. CREATE.  
 100 CENTER CREEK RD, SUITE 108  
 ST. AUGUSTINE, FL 32084  
 (904)-562-2185  
 FL. CERTIFICATE OF AUTHORIZATION # 2610

FILE **SEE LEFT**  
 VERIFY SCALE  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 0 1"  
 DATE **NOV 2022**  
 PROJ. **100437.04**  
 DWG. **G-1.0**

ISSUED FOR BID



Z:\ARDURRA\22-300 NEPTUNE BEACH CITY HALL ROOF REPLACEMENT\DRAWINGS\S-1.4.DWG  
 REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CONSTANTINE ENGINEERING. HOWEVER, THIS SHALL NOT PROHIBIT THE REUSE OF THIS DOCUMENT BY THE CLIENT AS PROVIDED FOR BY THE CONTRACT.



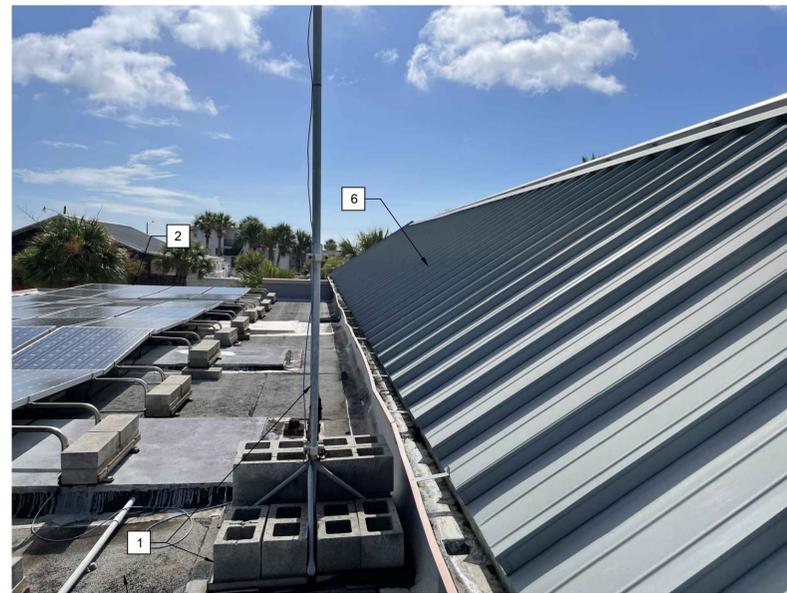
THE CONTRACTOR MUST SUBMIT A BUILDING PROTECTION PLAN TO ENGINEER OUTLINING MEANS AND METHODS THAT WILL BE USED TO PREVENT WATER/MOISTURE INTRUSION DURING THE RE-ROOF OPERATIONS. WATER IS NOT PERMITTED TO POND ON THE ROOF.

**DEMOLITION NOTES**

1. NOT ALL DEMOLITION ITEMS ARE SHOWN ON THE PLANS; REFER TO THE ELECTRICAL DRAWINGS AND SPECIFICATION FOR OTHER REQUIRED DEMOLITION ACTIVITIES.
2. CONTRACTOR SHALL EXAMINE EXISTING SITE CONDITIONS AND ALL DRAWINGS FOR THE FULL EXTENT OF PROPOSED WORK.
3. ITEMS SHOWN AND SCHEDULED TO BE REMOVED ARE MAJOR ITEMS OR COMPONENTS. REMOVE RELATED NON-STRUCTURAL ANCHORS, CONNECTORS, BRACING OR OTHER ITEMS THAT INTERFERE OR CANNOT BE USED IN THE FINISHED WORK. THE ENGINEER SHALL BE CONTACTED FOR CLARIFICATION PRIOR TO REMOVAL OF ANY ITEMS IN QUESTION.
4. REMOVE ARCHITECTURAL FINISHES REQUIRED FOR DEMOLITION OF MATERIALS AND AS REQUIRED TO ACCOMMODATE THE PROPOSED IMPROVEMENTS. PATCH BACK ALL ARCHITECTURAL FINISHING TO EXISTING CONDITION OR BETTER WHERE FINISHES ARE INDICATED OR SCHEDULED TO REMAIN. ALL ARCHITECTURAL REPAIRS SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.
5. REMOVE ALL DEMOLISHED MATERIALS FROM THE BUILDING SITE AND DISPOSE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
6. ALL ROOFTOP EQUIPMENT SHALL REMAIN IN SERVICE THROUGHOUT ROOF REPLACEMENT/MODIFICATION OPERATIONS. ANY EQUIPMENT INTERRUPTIONS REQUIRED DURING ROOFING OPERATIONS SHALL BE APPROVED BY THE OWNER WITH AT LEAST 7 DAYS OF NOTICE.
7. CONTRACTOR IS RESPONSIBLE FOR PROVIDING WATER PROTECTION TO OCCUPIED AREAS DURING THE ENTIRE CONSTRUCTION PERIOD.
8. CONTRACTOR MUST PREVENT PONDING OF WATER ON ROOF DURING REROOF OPERATIONS.

**KEY NOTES**

- 1 DEMO EXISTING ANTENNA AND MASONRY BASE. SEE PHOTO NO. 1
- 2 REMOVE EXISTING SOLAR PANELS. TO BE REUSED AND REINSTALLED.
- 3 REMOVE EXISTING MODIFIED BITUMEN ROOF SYSTEM OVER TAPERED LIGHTWEIGHT INSULATING CONCRETE TOPPING; REPAIR CONCRETE TOPPING AS REQUIRED AFTER REMOVAL TO MAINTAIN PROPER SLOPE.
- 4 REMOVE EXISTING MASONRY PARAPET COPING, FLASHING, WOOD PLATE, ETC.
- 5 REMOVE EXISTING FLASHING AND CAP OVER EXISTING ROOF OPENINGS.
- 6 REMOVE EXISTING STANDING SEAM METAL ROOF, TRIM, FLASHING, GUTTER, DOWNSPOUTS, RIDGE FLASHING, ETC.
- 7 EXISTING EXHAUST FAN (TO REMAIN)
- 8 EXISTING ALARM SPEAKER TO BE REMOVED AND REINSTALLED.
- 9 EXISTING INTERNAL ROOF DRAINS TO BE REMOVED AND REPLACED.
- 10 EXISTING ROOF VENT (TO REMAIN)



EXISTING ROOF PHOTO NO. 1



EXISTING ROOF PHOTO NO. 2



EXISTING ROOF PHOTO NO. 3

ENGINEER SEAL

NO.	DATE DESIGNED BY:	REVISION	DRAWN BY:	CHECKED BY:	BY:	APPROVED BY:
	JVS		JAM	DSM	JVS	JVS

**ROOF DEMOLITION PLAN**

NEPTUNE BEACH  
 CITY HALL ROOF REPAIR  
 CITY OF NEPTUNE BEACH, FLORIDA

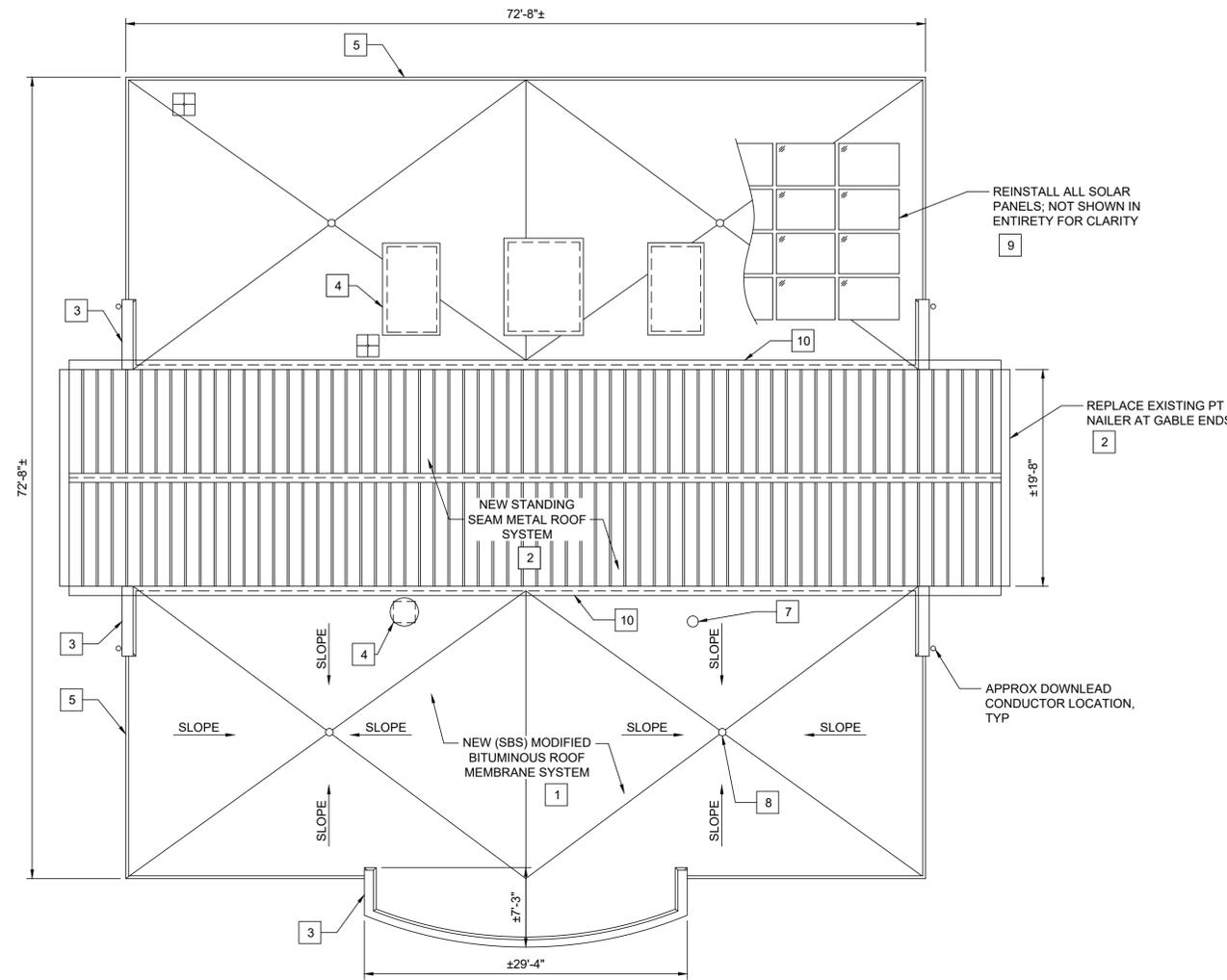


**ARDURRA**  
 COLLABORATE. INNOVATE. CREATE.  
 100 CENTER CREEK RD, SUITE 108  
 ST. AUGUSTINE, FL 32084  
 (904) 562-2185  
 FL. CERTIFICATE OF AUTHORIZATION # 2610

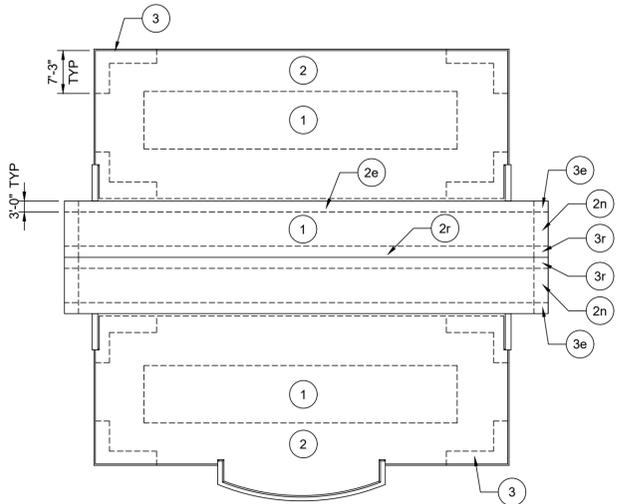
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ISSUED FOR BID

Z:\ARDURRA\22-300 NEPTUNE BEACH CITY HALL ROOF REPLACEMENT\DRAWINGS\S-1.4.DWG  
 REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CONSTANTINE ENGINEERING. HOWEVER, THIS SHALL NOT PROHIBIT THE REUSE OF THIS DOCUMENT BY THE CLIENT AS PROVIDED FOR BY THE CONTRACT.



**ROOF IMPROVEMENTS PLAN**  
 1/8"=1'-0"



**WIND PRESSURES PLAN**  
 NTS

**Components and cladding pressures - Roof (Figure 30.3-2A)**

Component	Zone	Length (ft)	Width (ft)	Eff. area (ft²)	+GC <sub>p</sub>	-GC <sub>p</sub>	Pres (+ve) (psf)	Pres (-ve) (psf)
<=10 sf	1	-	-	10.0	0.30	-1.70	11.7 #	-45.7
100 sf	1	-	-	100.0	0.20	-1.29	9.2 #	-35.7
200 sf	1	-	-	200.0	0.20	-1.16	9.2 #	-32.7
>500 sf	1	-	-	500.1	0.20	-1.00	9.2 #	-28.7
<=10 sf	2	-	-	10.0	0.90	-2.30	26.3	-60.3
100 sf	2	-	-	100.0	0.74	-1.77	22.4	-47.4
200 sf	2	-	-	200.0	0.69	-1.61	21.2	-43.5
>500 sf	2	-	-	500.1	0.63	-1.40	19.7	-38.4
<=10 sf	3	-	-	10.0	0.90	-2.30	26.3	-60.3
100 sf	3	-	-	100.0	0.74	-1.77	22.4	-47.4
200 sf	3	-	-	200.0	0.69	-1.61	21.2	-43.5
>500 sf	3	-	-	500.1	0.63	-1.40	19.7	-38.4

**WIND DESIGN PRESSURE NOTES**

- FOR WIND DESIGN CRITERIA SEE "WINDLOADS" ON THIS SHEET.
- DESIGN PRESSURES ARE PROVIDED AT ASD LEVEL WIND SPEED. TO CONVERT TO ULTIMATE DESIGN WIND SPEEDS (LRFD) MULTIPLY PRESSURE BY A FACTOR OF 1.67.
- THE EFFECTIVE AREA SHALL BE DETERMINED AS FOLLOWS UNLESS OTHERWISE NOTED:
  - THE SPAN LENGTH MULTIPLIED BY AN EFFECTIVE WIDTH THAT NEED NOT BE LESS THAN ONE THIRD THE SPAN LENGTH.
  - THE AREA THAT IS TRIBUTARY TO AN INDIVIDUAL FASTENER.
- NEGATIVE SIGN INDICATES PRESSURE ACTING OUTWARD FROM SURFACE.
- CORNER ZONE WIDTH "a": REFER TO KEYPLAN ABOVE

**PLAN NOTES**

- ROOF SLOPE AND DRAINAGE MUST BE MAINTAINED TO MATCH EXISTING OR 1/4" PER FOOT, WHICHEVER IS GREATER. POSITIVE DRAINAGE MUST BE PROVIDED THROUGHOUT ENTIRE ROOF; PONDING WILL NOT BE ACCEPTABLE. CONTRACTOR SHALL PROVIDE ADDITIONAL LIGHT WEIGHT CONCRETE OR TAPERED INSULATION AS REQUIRED TO ACHIEVE PROPER SLOPE.
- CONTRACTOR MUST KEEP COPIES OF THE ROOFING SYSTEM'S FLORIDA PRODUCT APPROVAL INSTALLATION INSTRUCTIONS FOR ROOFING SYSTEM ON SITE SO IT CAN BE READILY AVAILABLE TO INSPECTORS.

**KEY NOTES**

- INSTALL NEW (SBS) MODIFIED BITUMINOUS ROOF MEMBRANE SYSTEM; REFER TO SPECIFICATION SECTION 07521.
- INSTALL NEW STANDING SEAM METAL ROOF SYSTEM (COLOR CHOSEN BY OWNER); REFER TO SPECIFICATION SECTION 07613.
- EXISTING PARAPET, REFER TO DETAIL A / S-4.0
- INSTALL NEW BASE FLASHING AT CURBS SIMILAR TO DETAIL C/S-4.0. TYP AT ALL EXISTING ROOF TOP EQUIPMENT CURBS AND AT EXISTING COVERED OPENINGS.
- INSTALL NEW DRIP EDGE SIMILAR TO DETAIL D/S-4.0.
- PROVIDE A UL MASTER LABEL LIGHTNING PROTECTION SYSTEM INCLUDING NETWORK OF ROOFTOP AIR TERMINALS, NETWORK OF GROUNDING TERMINATIONS, NETWORK OF CONDUCTORS INTERCONNECTING THE AIR TERMINALS AND GROUNDS, INTERCONNECTIONS WITH METALLIC BODIES, AND LIGHTNING PROTECTION SURGE PROTECTION DEVICES ON ALL INCOMING POWER AND COMMUNICATION LINES. LIGHTNING PROTECTION SYSTEM DOWNLEAD CONDUCTORS SHALL BE ENCLOSED IN FULL HEIGHT SURFACE MOUNTED PVC CONDUITS AT THE INSIDE CORNERS OF THE BUILDING. SURGE PROTECTION DEVICES (SPDS) SHALL BE UL 1449 LISTED EDITION) LISTED. PROVIDE UL MASTER LABEL CERTIFICATE UPON COMPLETION.
- EXISTING VENTS TO BE RE-FLASHED. FIELD VERIFY ALL VENT LOCATIONS.
- REPLACE ALL ROOF DRAINS (4 TOTAL) IN THEIR ENTIRETY.
- REINSTALL ALL SOLAR PANELS IN ORIENTATION AND LOCATIONS MATCHING EXISTING. SEE ADDITIONAL SOLAR PANEL SYSTEM NOTES ON THIS SHEET.
- PROVIDE NEW PRE-FINISHED GUTTERS, DOWNSPOUTS, AND SPLASHBLOCKS AT STANDING SEAM METAL ROOF (COLOR CHOSEN BY OWNER).
- REINSTALL EXISTING ANTENNAS AND SUPPORT BASES. COORDINATE LOCATIONS WITH OWNER.

**SOLAR PANEL SYSTEM NOTES**

- CONTRACTOR SHALL REMOVE ALL SOLAR PANELS, INVERTERS, CONDUIT, JUNCTION BOXES, SUPPORT FRAMING, ETC. TO FACILITATE THE DEMOLITION AND CONSTRUCTION OF THE PROPOSED ROOF SYSTEMS.
- CONTRACTOR SHALL STORE ALL MATERIALS ON THE CITY PROPERTY SAFELY AND SECURELY. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT THE EQUIPMENT FROM WEATHER DAMAGE DURING DEMOLITION, STORAGE AND INSTALLATION. CONTRACTOR SHALL COORDINATE WITH THE CITY ON ACCEPTABLE STORAGE LOCATIONS.
- ALL PANELS SHALL BE CLEANED AND REINSTALLED IN THE SAME ORIENTATION AND LOCATIONS AS CURRENTLY INSTALLED. ALL CONDUIT ON THE EXTERIOR OF THE STRUCTURE ALONG WITH JUNCTION BOXES SHALL BE REPLACED WITH GALVANIZED STEEL MATERIAL. REINSTALL ALL OTHER EXISTING COMPONENTS OF THE SYSTEM.
- CONTRACTOR SHALL TEST THE SYSTEM AND ENSURE PERFORMANCE OF ALL MICROINVERTERS AND PANELS.
- ALL COMPONENTS SHALL BE ATTACHED TO THE ROOF SYSTEM USING CLIPS, CONNECTORS, ETC. DESIGNED TO ACCOMMODATE THE WIND SPEEDS INDICATED ON THE DRAWINGS. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED DETAILS OF THE PANEL CONNECTIONS TO THE ROOF SYSTEM PREPARED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. NO BALLAST MOUNTED SUPPORTS SYSTEMS SHALL BE PROVIDED.

**Components and cladding pressures - Roof (Figure 30.3-2C)**

Component	Zone	Length (ft)	Width (ft)	Eff. area (ft²)	+GC <sub>p</sub>	-GC <sub>p</sub>	Pres (+ve) (psf)	Pres (-ve) (psf)
20 sf	1	-	-	20.0	0.46	-1.50	15.7 #	-40.9
100 sf	1	-	-	100.0	0.30	-1.08	11.7 #	-30.8
>300 sf	1	-	-	300.1	0.30	-0.80	11.7 #	-23.9
20 sf	2e	-	-	20.0	0.46	-1.50	15.7 #	-40.9
100 sf	2e	-	-	100.0	0.30	-1.08	11.7 #	-30.8
>300 sf	2e	-	-	300.1	0.30	-0.80	11.7 #	-23.9
10 sf	2n	-	-	10.0	0.54	-2.50	17.4	-65.3
100 sf	2n	-	-	100.0	0.30	-1.39	11.7 #	-38.3
>150 sf	2n	-	-	150.1	0.30	-1.20	11.7 #	-33.6
10 sf	2r	-	-	10.0	0.54	-2.50	17.4	-65.3
100 sf	2r	-	-	100.0	0.30	-1.39	11.7 #	-38.3
>150 sf	2r	-	-	150.1	0.30	-1.20	11.7 #	-33.6
10 sf	3e	-	-	10.0	0.54	-2.50	17.4	-65.3
100 sf	3e	-	-	100.0	0.30	-1.39	11.7 #	-38.3
>150 sf	3e	-	-	150.1	0.30	-1.20	11.7 #	-33.6
4 sf	3r	-	-	4.0	0.63	-3.60	19.7	-92.0
10 sf	3r	-	-	10.0	0.54	-2.95	17.4	-76.1
>50 sf	3r	-	-	50.1	0.37	-1.80	13.4 #	-48.2

ENGINEER SEAL

NO.	DATE	DESIGNED BY:	DRAWN BY:	REVISION	CHECKED BY:	APPROVED BY:

**ROOF IMPROVEMENT PLAN**

NEPTUNE BEACH  
CITY HALL ROOF REPAIR

CITY OF NEPTUNE BEACH, FLORIDA

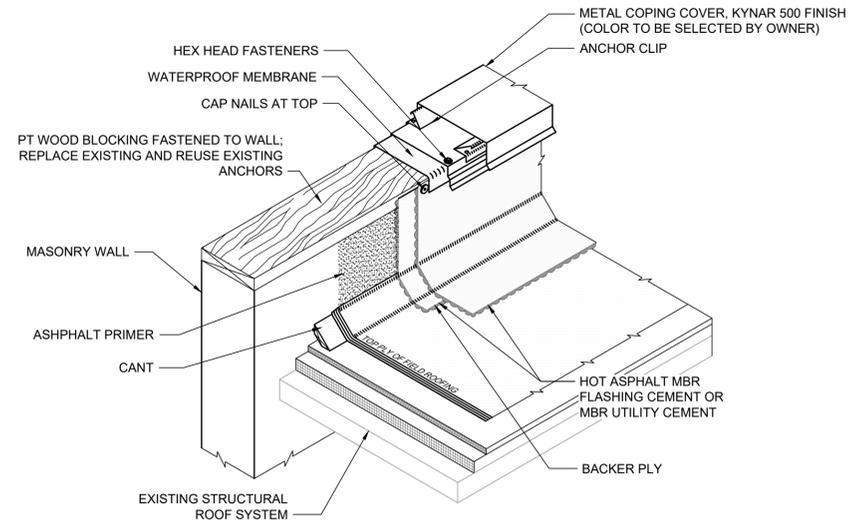


**ARDURRA**  
 COLLABORATE. INNOVATE. CREATE.  
 100 CENTER CREEK RD, SUITE 108  
 ST. AUGUSTINE, FL 32084  
 (904) 562-2185

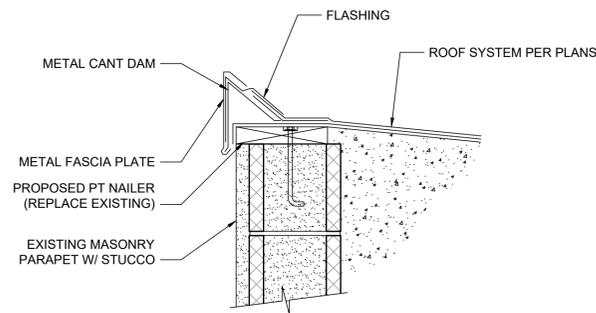
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 DATE NOV 2022  
 PROJ. 100437.04  
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ISSUED FOR BID

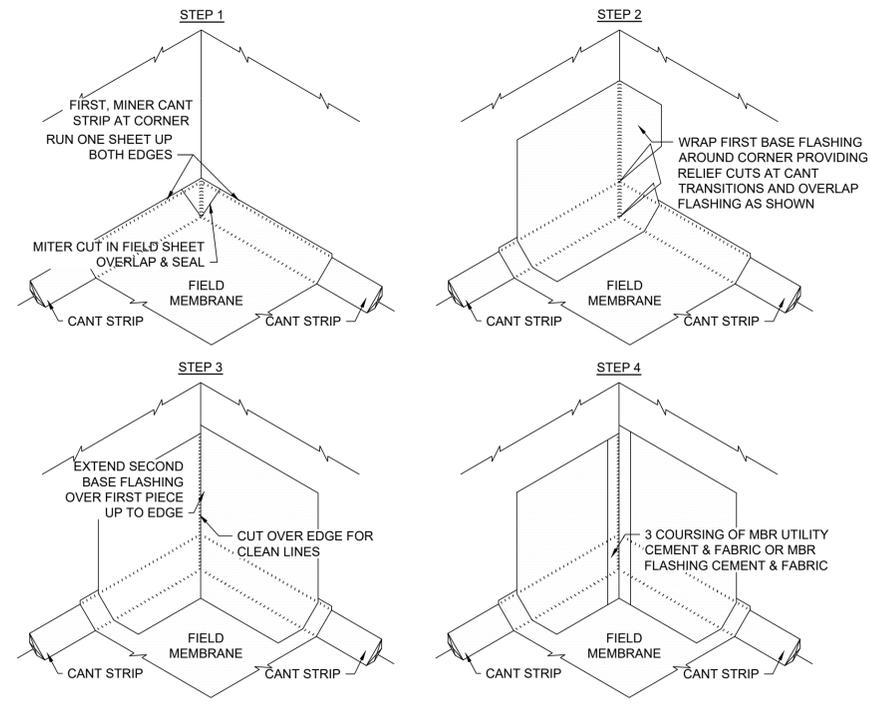
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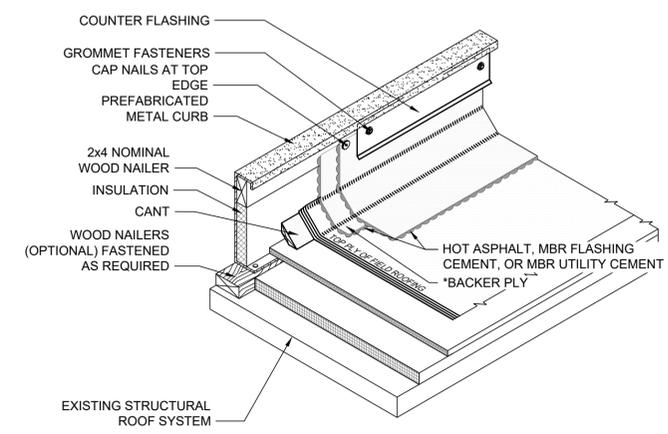
TYP PARAPET WALL DETAIL  
**DETAIL A**  
 NTS



DRIP EDGE  
**DETAIL D**  
 NTS



TYP INSIDE CORNER  
**DETAIL B**  
 NTS



ROOFING AT EQUIPMENT CURBS  
**DETAIL C**  
 NTS

NOTE: ALL ROOFING DETAILS SHOWN ON THIS SHEET ARE FOR SCHEMATIC PURPOSES ONLY. THE CONTRACTOR SHALL SUBMIT ALL STANDARD AND SPECIAL ROOFING DETAILS INCLUDING DETAILS NOT SHOWN ON THIS SHEET FOR ENGINEERS APPROVAL DURING SHOP DRAWING REVIEW. THE APPROVAL OF SUCH DETAILS DOES NOT ALLEVIATE THE CONTRACTOR'S RESPONSIBILITY OF THE PERFORMANCE AND WATERTIGHTNESS OF THE ROOF SYSTEM AND COMPONENTS AS SPECIFIED.

ENGINEER SEAL

NO.	DATE	DESIGNED BY:	REVISION	DRAWN BY:	CHECKED BY:	APPROVED BY:
		JVS		JAM	DSM	JVS

**ROOFING DETAILS**  
 NEPTUNE BEACH  
 CITY HALL ROOF REPAIR  
 CITY OF NEPTUNE BEACH, FLORIDA



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 100 CENTER CREEK RD, SUITE 108  
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 FL. CERTIFICATE OF AUTHORIZATION # 2610

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DWG.	S-4.0

ISSUED FOR BID



# FLORIDA DEPARTMENT OF Environmental Protection

Northeast District  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256

February 22, 2023

Sent electronically to: [COP@NBFL.US](mailto:COP@NBFL.US)

Chief Richard J. Pike, Interim City Manager  
City of Neptune Beach  
116 First Street  
Neptune Beach, Florida 32266

**SUBJECT: Department of Environmental Protection v. City of Neptune Beach**  
**Facility ID No. FL0020427**  
**OGC File No. 20-0773**

Dear Chief Pike:

Enclosed is the revised Amended Consent Order to resolve the issues in the subject OGC File. Please review the Amended Consent Order and, if you find it acceptable, sign and return the original document to this office within 14 days of receipt.

If you wish to modify the Amended Consent Order, please respond to this office in writing within 14 days, explaining your concerns including any proposed changes.

If you have any questions concerning the Amended Consent Order, please contact Christopher Azcuy, at (904) 256-1529, or at [Chris.Azcuy@FloridaDEP.gov](mailto:Chris.Azcuy@FloridaDEP.gov). Your continued cooperation in the matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "T G Kallemeyn".

Thomas G. Kallemeyn  
Assistant Director

ec: FDEP-NED: Joni Petry, Herndon Sims, Shannon Taylor, Chris Azcuy, Sarah Harris,  
DEP\_NED, [WCAPHQ@dep.state.fl.us](mailto:WCAPHQ@dep.state.fl.us)  
Jim French, [dpw@nbfl.us](mailto:dpw@nbfl.us)  
Cheryl Back, [acm@nbfl.us](mailto:acm@nbfl.us)  
Lisa Kelley, [lkelly@dewberry.com](mailto:lkelly@dewberry.com)  
Catherine Ponson, [clerk@nbfl.us](mailto:clerk@nbfl.us)  
Adam Prestidge, [wwchief@nbfl.us](mailto:wwchief@nbfl.us)

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	NORTHEAST DISTRICT
	)	
v.	)	OGC FILE NO. 20-0773
	)	
CITY OF NEPTUNE BEACH	)	
_____	)	

**AMENDED CONSENT ORDER**

This Amended Consent Order is entered into between the State of Florida Department of Environmental Protection (“Department”) and City of Neptune Beach (“Respondent”) to reach settlement of certain matters at issue between the Department and Respondent. The Department and the Respondent originally entered into a Consent Order on August 11, 2020 (the “Original Order”). This Amended Consent Order shall replace the Original Order.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (“Fla. Stat.”), and the rules promulgated and authorized in Title 62, Florida Administrative Code (“Fla. Admin. Code”). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), Fla. Stat.
3. Respondent is the owner and is responsible for the operation of Neptune Beach WWTF, which is a wastewater treatment facility (“Facility”). Respondent operates the Facility under Department Wastewater Permit No. FL0020427, which was issued on May 1, 2019 and will expire on April 30, 2024. The Facility is located at 2010 Forest Avenue, in Duval County, Florida (“Property”). Respondent owns the Property on which the Facility is located.
4. The Department finds that the following violations occurred:
  - a) Between February 2018 and August 2020, permit limit exceedances occurred for Total Nitrogen as shown in Table 1 on the next page:

**Table 1: Total Nitrogen Exceedances of the Maximum**

<b>Monitoring Group</b>	<b>Date</b>	<b>Description</b>	<b>Result</b>	<b>Limit</b>	<b>Statistical Base</b>
D-001	2/28/2018	Total Nitrogen	13,940	13599	Annual Total
D-001	3/31/2018	Total Nitrogen	14,091	13599	Annual Total
D-001	4/30/2018	Total Nitrogen	13,798	13599	Annual Total
D-001	4/30/2019	Total Nitrogen	13,653	13599	Annual Total
D-001	5/31/2019	Total Nitrogen	14,704	13599	Annual Total
D-001	6/30/2019	Total Nitrogen	15,707	13599	Annual Total
D-001	7/31/2019	Total Nitrogen	16,231	13599	Annual Total
D-001	8/31/2019	Total Nitrogen	16,710	13599	Annual Total
D-001	9/30/2019	Total Nitrogen	13,599	13599	Annual Total
D-001	10/31/2019	Total Nitrogen	16,922	13599	Annual Total
D-001	11/30/2019	Total Nitrogen	17,776	13599	Annual Total
D-001	12/31/2019	Total Nitrogen	18,541	13599	Annual Total
D-001	1/31/2020	Total Nitrogen	18,672	13599	Annual Total
D-001	2/29/2020	Total Nitrogen	18,719	13599	Annual Total
D-001	3/31/2020	Total Nitrogen	18,033	13599	Annual Total
D-001	4/30/2020	Total Nitrogen	17,826	13599	Annual Total
D-001	5/31/2020	Total Nitrogen	16,975	13599	Annual Total
D-001	6/30/2020	Total Nitrogen	16,045	13599	Annual Total
D-001	7/31/2020	Total Nitrogen	15,267	13599	Annual Total
D-001	8/31/2020	Total Nitrogen	15,090	13599	Annual Total

b) The Department finds that each of these exceedances listed are in violation of Rules 62-4.160 and 62-600.410(1), Fla. Admin. Code. Rule 62-4.160, Fla. Admin. Code, states that it is a violation to fail to comply with the terms, conditions, requirements, limitations, and restrictions set forth in the permit. Rule 62-600.410(1), Fla. Admin. Code, states that it is a violation to fail to operate and maintain the domestic wastewater treatment plant in accordance with the applicable provisions of this chapter and to attain, at a minimum, the reclaimed water or effluent quality required by the operational criteria specified in this chapter.

c) The Original Order established Interim Limits for discharges of Total Nitrogen.

d) Between May 2021 and December 2022, Interim Limit exceedances occurred for Total Nitrogen as shown in Table 2, below:

**Table 2: Total Nitrogen Interim Limit Exceedances**

<b>Monitoring Group</b>	<b>Date</b>	<b>Description</b>	<b>Result</b>	<b>Limit</b>	<b>Units</b>	<b>Statistical Base</b>
D-001	5/31/2021	Total Nitrogen	19,167	19,000	lb/yr	Annual Total
D-001	6/30/2021	Total Nitrogen	20,063	19,000	lb/yr	Annual Total
D-001	7/31/2021	Total Nitrogen	21,587	19,000	lb/yr	Annual Total
D-001	8/31/2021	Total Nitrogen	22,442	19,000	lb/yr	Annual Total
D-001	9/30/2021	Total Nitrogen	24,020	19,000	lb/yr	Annual Total
D-001	10/31/2021	Total Nitrogen	24,298	19,000	lb/yr	Annual Total
D-001	11/30/2021	Total Nitrogen	23,686	19,000	lb/yr	Annual Total
D-001	12/31/2021	Total Nitrogen	23,310	19,000	lb/yr	Annual Total
D-001	1/31/2022	Total Nitrogen	23,952	19,000	lb/yr	Annual Total
D-001	2/28/2022	Total Nitrogen	25,307	19,000	lb/yr	Annual Total
D-001	3/31/2022	Total Nitrogen	24,947	19,000	lb/yr	Annual Total

D-001	4/30/2022	Total Nitrogen	26,002	19,000	lb/yr	Annual Total
D-001	5/31/2022	Total Nitrogen	28,009	19,000	lb/yr	Annual Total
D-001	6/30/2022	Total Nitrogen	30,241	19,000	lb/yr	Annual Total
D-001	7/31/2022	Total Nitrogen	30,498	19,000	lb/yr	Annual Total
D-001	8/30/2022	Total Nitrogen	30,474	19,000	lb/yr	Annual Total
D-001	9/30/2022	Total Nitrogen	29,845	19,000	lb/yr	Annual Total
D-001	10/31/2022	Total Nitrogen	29,478	19,000	lb/yr	Annual Total
D-001	11/30/2022	Total Nitrogen	30,403	19,000	lb/yr	Annual Total
D-001	12/31/2022	Total Nitrogen	30,612	19,000	lb/yr	Annual Total

e) The Department finds that each of these exceedances listed are in violation of Rules 62-4.160 and 62-600.410(1), Fla. Admin. Code.

f) Between May 2022 and July 2022, permit limit exceedances occurred for Total Phosphorous as shown in Table 2 below.

**Table 3: Total Phosphorous Permit Limit Exceedances**

<b>Monitoring Group</b>	<b>Date</b>	<b>Description</b>	<b>Result</b>	<b>Limit</b>	<b>Units</b>	<b>Statistical Base</b>
D-001	5/31/2022	Total Phosphorous	4,231	4,015	lb/yr	Annual Total
D-001	6/30/2022	Total Phosphorous	4,060	4,015	lb/yr	Annual Total
D-001	7/31/2022	Total Phosphorous	4,149	4,015	lb/yr	Annual Total

g) The Department finds that each of these exceedances listed are in violation of Rules 62-4.160 and 62-600.410(1), Fla. Admin. Code.

h) During the period of April 17, 2021 and May 24, 2021, the Facility failed to maintain a lead wastewater operator with a Class B license or higher, in violation of Permit Condition V. A. of Wastewater Permit No. FL0020427 and Rules 62-4.160 and 62-699.310, Fla.

Admin. Code. Rule 62-699.310, Fla. Admin. Code provides the operator staffing requirements based on the wastewater plant category and classification.

i) The wastewater operator staffing non-compliance was resolved on May 25, 2021 and the facility has since properly maintained the required wastewater operator staff.

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

**ORDERED:**

5. This Amended Consent Order hereby amends and replaces the Original Order executed on August 11, 2020.

6. Respondent shall comply with the following corrective actions within the stated time periods:

a) Respondent shall comply with the following discharge limitations, and all other requirements set forth in the Facility’s Permit:

i) **Table 4 - Second Interim Limit at D-001**

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lb/yr	36,584	Monthly	Calculated	Annual Total

**Table 5 -Interim Limit at D-001**

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Phosphorous	lb/yr	5,147	Monthly	Calculated	Annual Total

ii) Tests conducted pursuant to this monitoring program shall conform to 62-600, Fla. Admin. Code

iii) These monitoring requirements do not act as State of Florida Department of Environmental Protection Wastewater Permit effluent limitations, nor do they

authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act (“Act”), Part I, Chapter 403, Fla. Stat., during the pendency of this Order.

b) Maintain the necessary operator staff as required by Permit No. FL0020427 Condition V. A. and Rule 62-699.310, Fla. Admin. Code.

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

8. Notwithstanding the time periods described in the paragraphs above, **Respondent shall complete all corrective actions required by Paragraph 6 by April 1, 2024 and be in full compliance with Title 62, Fla. Admin. Code**, with the exception of Annual Average and Annual Total requirements, which shall be in compliance by April 1, 2025.

9. **Within 30 days of the effective date of this Order**, Respondent shall pay the Department \$250.00 for costs and expenses incurred by the Department during the investigation and the preparation and tracking of this Order.

10. Respondent agrees to pay the Department stipulated penalties in the amount of \$200.00 per day for each and every day Respondent fails to timely comply with any of the requirements of Paragraph 8 of this Amended Consent Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department’s issuance of written demand for payment, and shall do so as further described in Paragraph 12. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Amended Consent Order.

11. In addition to the stipulated penalties laid out in Paragraph 10, the Respondent also agrees to pay the Department stipulated penalties in the amount of \$500.00 per occurrence when the Facility exceeds the Second Interim Limit provided in Paragraph 7. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in Paragraph 12. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Amended Consent Order.

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

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

14. In lieu of making cash payment for the Stipulated Penalties as set forth in Paragraphs 10-11 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days upon receipt of the Stipulated Penalties Letter issued to the Respondent.

a) If Respondent elects to implement an in-kind project as provided in Paragraph 14, then Respondent shall comply with all of the requirements and time frames in **Exhibit A** entitled "In-Kind Projects."

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

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

17. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Amended Consent Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control).

Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the

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

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

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

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

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

22. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Amended Consent

Order. Respondent also acknowledges and waives its right to appeal the terms of this Amended Consent Order pursuant to section 120.68, Fla. Stat.

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

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

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

26. Respondent shall publish the following notice in a newspaper of daily circulation in Duval County, Florida. The notice shall be published one time only within 30 days of the effective date of the Amended Consent Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NOTICE OF AMENDED CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into an Amended Consent Order with CITY OF NEPTUNE BEACH pursuant to Section 120.57(4), Florida Statutes. The Amended Consent Order addresses the interim limit effluent exceedances of Total Nitrogen (Annual Total), effluent exceedances of Total Phosphorous (Annual Total), and wastewater operator staffing non-compliance at Neptune Beach WWTF. The Amended Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District office, located at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

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

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

- a) The OGC Number assigned to this Amended Consent Order;
- b) The name, address, and telephone number of each 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;
- c) An explanation of how the petitioner’s substantial interests will be affected by the Amended Consent Order;
- d) A statement of when and how the petitioner received notice of the Amended Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;

- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Amended Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Amended Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Amended Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 8800 Baymeadows Way West, Suite 100 in Jacksonville, Florida, 32256. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Amended Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

27. Rules 62-4, 62-620, 62-61 and 62-660, referenced in this Amended Consent Order are available at:

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

FOR THE RESPONDENT:

\_\_\_\_\_  
Richard J. Pike  
Chief of Police (Interim City Manager)  
City of Neptune Beach

\_\_\_\_\_  
Date

**FOR DEPARTMENT USE ONLY**

DONE AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_ 2023, in Duval, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Gregory J. Strong  
District Director  
Northeast District

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Copies furnished to:

FDEP-OGC: Lea Crandall, Agency Clerk, Mail Station 35 (executed copy only)

FDEP-OGC: Patrick Reynolds (executed copy only)

FDEP-DWRM: [WCAPHQ@dep.state.fl.us](mailto:WCAPHQ@dep.state.fl.us) (executed copy only)

FDEP NED: Joni Petry, Herndon Sims, Shannon Taylor, Thomas Kallemeyn, DEP\_NED  
(executed copy only)

## **Exhibit A**

### **In-Kind Projects**

#### I. An in-kind project

1. Within 30 days of receipt of a Stipulated Penalties Letter, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

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

3. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines, the Department shall notify the Respondent in writing of the reason(s) for it not approving the proposal. Respondent shall correct and redress all of the matters or deficiencies identified by the Department and submit a new or revised proposal to the Department, by certified mail, within 30 days of receipt of the Department's notice. If the new or revised proposal is not approved by the Department, Respondent shall submit payment of the stipulated penalties set out in Paragraphs 10-11 of this Order, within 30 days of receipt of the Department's notice rejecting the proposal.

4. Within 120 days of receipt of a Stipulated Penalties Letter, Respondent shall obtain approval for an in-kind project from the Department. If the Department does not approve an in-kind project proposal submitted by Respondent within 120 days of receipt of a Stipulated Penalties Letter, then

Respondent shall submit payment of the stipulated penalties as set out in Paragraph 10-11 of this Order, within 30 days of receipt of the Department's notice rejecting the proposal.

5. Respondent shall complete the in-kind project, as approved by the Department, within 180 days of obtaining Department approval of Respondent's in-kind proposal or in accordance with the schedule submitted pursuant to Paragraph (1) of this Exhibit and approved by the Department.

6. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) upon the completion of the in-kind project. At no time during the implementation of the project or following the completion of the project, shall Respondent post any sign(s) at the project site or otherwise disseminate information that may infer any other reason for the project other than resulting from a Department enforcement action.

7. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project, or otherwise fails to comply with any provisions of the Department-approved proposal, this Consent Order, or Paragraphs 1 through 9 of this Exhibit, Respondent shall forfeit the in-kind penalty project option, and Respondent shall submit the entire amount of stipulated penalties set out in Paragraphs 10-11 of this Consent Order within 30 days of notice by the Department. Should the in-kind penalty project be terminated for any reason and Respondent timely remits the stipulated penalty, Respondent shall not be assessed the additional stipulated penalties set out in Paragraph 10-11 of this Consent Order.

8. Within 15 days of completing the approved in-kind project, Respondent shall notify the Department in writing, by certified mail, of the project's completion, and submit documentation, verifying that the project was completed in accordance with the approved proposal and detailing the actual costs incurred to complete the project. Actual costs of the project shall not include costs incurred in developing the proposal or obtaining approval from the Department for the project.

9. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project, the Department shall notify Respondent, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters or deficiencies identified by the Department and submit a new or revised notification of completion to the Department at issue and submit, by certified mail, within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and Respondent shall submit the entire amount of stipulated penalties assessed in Paragraphs 10-11 of the Consent Order within 30 days of notice from the Department. If the in-kind penalty project is terminated and Respondent timely remits the stipulated penalty, Respondent shall not be assessed the additional stipulated penalties set out in Paragraph 10-11 of this Consent Order.



**Agenda Item # 10D**  
**Police Dept. A/C Overhaul**

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

<b>AGENDA ITEM:</b>	Item #10D, Neptune Beach PD A/C System Overhaul
<b>SUBMITTED BY:</b>	Michael J. Key, Police Commander
<b>DATE:</b>	03/01/2023
<b>BACKGROUND:</b>	<p>Over the past year and half, the primary air-conditioning unit for Police Headquarters has experienced unexpected failures. The unit has frozen and/or flooded the utility room in which it is located with excess condensation. The water inundation leaked into floors and wall and has been mitigated each time by running dehumidifiers for several days.</p> <p>Various vendors have since been contacted to remedy without success. The overall assessment is that the internals are corroded, mainly due to the ambient salinity level and that the unit needs to be completely replaced.</p> <p>A total of six vendors were contacted to provide a bid. Of those, two provided a quote. Two are pending and two declined to bid due to the large commercial size of the unit.</p> <p>The necessity to remedy this failure prior to summertime high temperatures is critical, as numerous public safety electrical components require climate control to ensure functionality. Further, temperatures may reach levels which inhibit the workforce from operating from the building.</p>
<b>BUDGET:</b>	Not to Exceed \$18,000
<b>RECOMMENDATION:</b>	Replace unit.
<b>ATTACHMENT:</b>	2 Quotes, 1 memorandum



# NEPTUNE BEACH POLICE

★ HONOR  
★ INTEGRITY  
★ EXCELLENCE

200 LEMON STREET ☆ NEPTUNE BEACH, FLORIDA 32266 ☆ 904 270 2413

03/01/2023

TO: Catherine Ponson, City Clerk  
FROM: Michael Key, Police Commander  
RE: Council Approval for NBPD A/C System Overhaul

---

**Background:**

Over the past year and half, the primary air-conditioning unit for Police Headquarters has experienced unexpected failures. The unit has frozen and/or flooded the utility room in which it is located with excess condensation. The water inundation leaked into floors and wall and has been mitigated each time by running dehumidifiers for several days.

Various vendors have since been contacted to remedy without success. The overall assessment is that the internals are corroded, mainly due to the ambient salinity level and that the unit needs to be completely replaced.

A total of six vendors were contacted to provide a bid. Of those, two provided a quote. Two are pending and two declined to bid due to the large commercial size of the unit.

The necessity to remedy this failure prior to summertime high temperatures is critical, as numerous public safety electrical components require climate control to ensure functionality. Further, temperatures may reach levels which inhibit the workforce from operating from the building.

**Budget Narrative:**

Not to exceed \$18,000. Repair & Maintenance line item (30-46), Group 001, Police Department.

Sincerely,



COMMANDER MICHAEL J KEY

CITY OF NEPTUNE  
UNAUDITED MONTHLY BUDGET SUMMARY  
FOR THE MONTH ENDED TUESDAY, FEBRUARY 28, 2023

1 of 1  
2/9/2023  
9:36 AM

ACCOUNT	DESCRIPTION	ACTUAL FY 2023	YTD BUDGET FY 2023	ANNUAL BUDGET FY 2023	ACTUAL FY 2022	\$ VARIANCE	% VARIANCE
<b>Group: [001] Police Department</b>							
Subgroup: [10] Personnel Services							
001-1221-521-10-12	REGULAR SALARIES	831,561.03	885,625.00	2,125,500.00	585,418.27	54,063.97	6.10%
001-1221-521-10-14	OVERTIME	116,546.73	81,250.00	195,000.00	74,258.95	(35,296.73)	(43.44%)
001-1221-521-10-15	SPECIAL PAY	16,795.07	18,750.00	45,000.00	17,422.15	1,954.93	10.43%
001-1221-521-10-21	FICA	58,365.24	60,833.35	146,000.04	54,518.31	2,468.11	4.06%
001-1221-521-10-22	RETIREMENT CONTRIBUTIONS	160,726.11	162,500.00	390,000.00	148,428.23	1,773.89	1.09%
001-1221-521-10-23	LIFE & HEALTH INSURANCE	116,175.84	139,583.35	335,000.04	126,511.35	23,407.51	16.77%
001-1221-521-10-24	WORKER'S COMPENSATION	10,157.66	30,104.15	72,249.96	0.00	19,946.49	66.26%
001-1221-521-10-25	MEDICARE	13,649.91	14,583.35	35,000.04	12,750.30	933.44	6.40%
	Subtotal Fund: 001 Subgroup: [10] Personnel Services	<u>1,323,977.59</u>	<u>1,393,229.20</u>	<u>3,343,750.08</u>	<u>1,019,307.56</u>	<u>69,251.61</u>	<u>4.97%</u>
Subgroup: [30] Operating							
001-1221-521-30-31	PROFESSIONAL SERVICES	(335.01)	625.00	1,500.00	222.00	960.01	153.60%
001-1221-521-30-34	OTHER CONTRACTUAL SERVICES	11,979.84	15,645.85	37,550.04	12,311.32	3,666.01	23.43%
001-1221-521-30-35	INVESTIGATIONS	(300.00)	500.00	1,200.00	0.00	800.00	160.00%
001-1221-521-30-40	TRAVEL & PER DIEM	2,631.00	2,291.65	5,499.96	(184.00)	(339.35)	(14.81%)
001-1221-521-30-41	COMMUNICATION SERVICES	8,813.29	33,533.35	80,480.04	16,840.11	24,720.06	73.72%
001-1221-521-30-43	UTILITY SERVICES	79.55	125.00	300.00	28.51	45.45	36.36%
001-1221-521-30-45	INSURANCE	37,911.41	53,916.65	129,399.96	92,923.45	16,005.24	29.69%
001-1221-521-30-46	REPAIR & MAINTENANCE	4,183.58	17,020.85	40,850.04	16,440.75	12,837.27	75.42%
001-1221-521-30-48	PROMOTIONAL & ADVERTISING	3,402.39	1,250.00	3,000.00	877.68	(2,152.39)	(172.19%)
001-1221-521-30-51	OFFICE SUPPLIES	3,902.66	4,166.65	9,999.96	5,325.36	263.99	6.34%
001-1221-521-30-52	OPERATING SUPPLIES	5,948.34	16,250.00	39,000.00	8,873.90	10,301.66	63.39%
001-1221-521-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	(81.89)	8,416.65	20,199.96	243.37	8,498.54	100.97%
001-1221-521-30-55	EDUCATIONAL COURSES	4,115.50	6,041.65	14,499.96	4,378.69	1,926.15	31.88%
001-1221-521-30-56	RADIO REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00%
001-1221-521-30-57	VEHICLE REPAIR & MAINTENANCE	1,534.26	14,583.35	35,000.04	22,839.75	13,049.09	89.48%
001-1221-521-30-58	GAS OIL & LUBRICANTS	20,325.46	31,458.35	75,500.04	22,477.69	11,132.89	35.39%
001-1221-521-30-59	UNIFORMS	2,590.32	12,833.35	30,800.04	2,314.52	10,243.03	79.82%
001-1221-521-80-17	JAG C Grant	2,366.39	14,583.35	35,000.04	855.81	12,216.96	83.77%
	Subtotal Fund: 001 Subgroup: [30] Operating Expenditures	<u>35,744.33</u>	<u>80,916.65</u>	<u>194,199.96</u>	<u>64,138.76</u>	<u>45,172.32</u>	<u>55.83%</u>
Subgroup: [60] Capital Outlay							
001-1221-521-60-62	BUILDING IMPROVEMENTS	0.00	2,083.35	5,000.04	0.00	2,083.35	100.00%
001-1221-521-60-64	MACHINERY & EQUIPMENT	102,726.02	54,630.40	131,112.96	54,406.00	(48,095.62)	(88.04%)
	Subtotal Fund: 001 Subgroup: [60] Capital Outlay	<u>102,726.02</u>	<u>56,713.75</u>	<u>136,113.00</u>	<u>54,406.00</u>	<u>(46,012.27)</u>	<u>(81.13%)</u>
	Total Police Department	<u>1,462,447.94</u>	<u>1,530,859.60</u>	<u>3,674,063.04</u>	<u>1,137,852.32</u>	<u>68,411.66</u>	<u>4.47%</u>

**CITY OF NEPTUNE BEACH, FLORIDA**

116 First Street  
(904) 270-2400 - Fax: (904) 270-2417

Order #: PD23-14003

**PURCHASE AUTHORIZATION**

Vendor Name: B-Cool A/C And Heating  
 Vendor Address: 1033 Blanding Blvd. Ste 301  
Orange Park, FL 32065  
 Requesting Department: Police  
 Purpose or Use: Replace A/C Unit

Date: 2/24/2023  
 Phone Number: 904-375-9769  
 Contact: Matt  
 Account to Charge: 001-1221-521-30-46

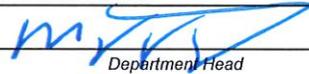
Vehicle or Equipment Number: \_\_\_\_\_

Quotes (check the appropriate box)

- \$500-\$999 Two verbal quotes
- \$1,000-\$9,999 Three quotes signed by vendor
- \$10,000 and over-Appropriate Authorization and Project Approved by Council

Quantity	Description	Price	Total
1	Trane 10 ton 3 phase package	\$17,984.57	\$ 17,984.57
	*3 quotes attached		
<b>TOTAL AMOUNT OF PURCHASE</b>			<b>\$17,984.57</b>

1. \*\*\*No Single item purchased shall exceed \$500.00 with this Purchase Authorization\*\*\*\*
2. All payments shall be made in accordance with FL Statue Ch. 218 the Florida Prompt Payment Act, (*herein know as 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 payments. The Vendor shall make all payments to their material suppliers, vendors, and subcontractors in accordance with the Act.
3. No policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the Purchase Authorization, contract or agreement, unless the same is fully attached to this Purchase Authorization.
4. The Purchase Authorization, contract or agreement shall be governed by the laws of the State of Florida, any disputes to this Purchase Authorization, contract, or agreement which are not resolved by both parties shall be adjudicated in a court of competent jurisdiction within Duval County, Florida.
5. Only the following City staff are authorized to make purchases using this Purchase Authorization: \_\_\_\_\_
6. The combined sum total of all purchases or services during the month shall not exceed the limit specified below without another properly executed Purchase Authorization from the City.

APPROVED:   
 Department Head

2-27-23  
 Date

APPROVED: \_\_\_\_\_  
 Finance Director

\_\_\_\_\_  
 Date

APPROVED: \_\_\_\_\_  
 City Manager

\_\_\_\_\_  
 Date

Prepared by: J. Snyder 

2/24/2023



B Cool Air Conditioning & Heating, Inc  
 1033 Blanding Blvd Ste 301, Orange Park, Florida 32065 United States  
 (904) 375-9769

**BILL TO**

Neptune Beach Police Department  
 200 Lemon Street  
 Neptune Beach, FL 32266 USA

<b>ESTIMATE</b> 40598652	<b>ESTIMATE DATE</b> Feb 18, 2023
-----------------------------	--------------------------------------

**JOB ADDRESS**

Neptune Beach Police Department  
 200 Lemon Street  
 Neptune Beach, FL 32266 USA

Job: 40131836

**ESTIMATE DETAILS**

Replace 10 ton system : Proposal to remove the existing system and replace with a new 10 ton 3 phase Trane indoor unit, outdoor unit, heat strip and all new copper Freon lines and drainlines also a new digital programmable thermostat.

All permits and inspections are included.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>QTY</b>
Trane Package Unit	Trane 10 ton split system	1.00
Trane Twa12043aaae02p		

<b>POTENTIAL SAVINGS</b>	\$0.00
<b>SUB-TOTAL</b>	\$17,984.57
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$17,984.57

Thank you for choosing B Cool Air Conditioning & Heating

**CUSTOMER AUTHORIZATION**

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by B Cool Air Conditioning & Heating as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

1702 Lindsey Rd.  
Jacksonville, FL 32221  
Phone (904) 781-7060 • Fax (904) 781-7051  
www.allweathercontractors.com



To: Neptune Beach Police Department  
From: Robert Suarez  
Subject: HVAC  
Location: 200 Lemon St, Neptune Beach, FL 32266  
Date: 12-15-2022

All Weather Contractors proposes the following HVAC repair or replacement:

**HVAC repair option:**

After diagnosing the system we found that system was low on freon, performed electronic leak search found leak at evaporator coil. Replacement of original evaporator coil with 4 lbs. of 410 freon, vacuum down to 500 microns, verify system operation, strongly do not recommend this option due to corrosion of system.

Repair: .....\$ 8,180.00

**HVAC replacement option:**

All Weather Contractors will remove the existing system and install new Trane 10 TON Heat pump split system in same location. We will utilize existing control voltage, line voltage, refrigerant lines, condensate drain and duct work. The system will be vacuumed to 500 microns, charged to manufacture specifications and tested for normal operations. Equipment will carry a 1-year labor and 1-year parts warranty.

Trane  
Heat pump- TWA12043AAA\*\*AS00  
Air handler- TWE12043AAA\*\*A0000000000000000000  
Heat- 15KW

Replacement: ..... \$ 21,910.00



1702 Lindsey Rd.  
Jacksonville, FL 32221  
Phone (904) 781-7060 • Fax (904) 781-7051  
www.allweathercontractors.com



**Exclusions**

The following items (but not limited to) are not included in this proposal: Additional dampers that may be required for balancing, replacement of any dampers or motorized actuators, duct modifications to achieve specified airflow, CO/Fire detection devices, controls, electrical/breaker upgrades, motor, or pulley replacement to achieve specified airflow, troubleshooting of existing equipment, stamped drawings, building envelope testing or duct leakage testing.

**Qualifications and Clarifications:**

1. AWC's proposal is based on an onsite schedule of 1 days
2. Standard shipping and freight cost for materials/equipment have been included. Quick ship costs or provisions to expedite items have not been included.
3. Adequate on space for storage and vehicle parking is available at no cost to AWC Personnel and its subcontractors.
4. This proposal is valid for 90 days and is based on current pricing for materials.
5. Any work not shown on the contract documents listed, or specifically noted or described above in this proposal is not included.
6. No special provisions such as electrical feed, disconnects, duct smoke detectors, etc., have been included in this proposal.

*General statement: This proposal is based exclusively on the direct cost elements such as labor, material, specified equipment, and normal mark-ups. It does not include any amount for changes in the sequence and scope of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs not specifically noted and/or mutually agreed. If needed All Weather Contractors reserves the right to submit a claim for any and all impacts, limitations, and related items of cost.*

Thank you,

Robert Suarez  
Service Manager  
Rsuarez@allweathercontractors.com



**Jan Snyder**

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**From:** Buehler Air Conditioning <notifications@housecallpro.com>  
**Sent:** Tuesday, December 6, 2022 2:23 PM  
**To:** Jan Snyder  
**Subject:** Buehler Air Conditioning - Job scheduled



## Your job with Buehler Air Conditioning has been scheduled

*\* No longer due Commercial A/C units.*

### When

Tuesday December 6, 2022 arriving between 3:30pm - 5:30pm

### Address

200 Lemon St, Neptune Beach, FL 32266



### Services

Flat Rate Pricing - DIAGNOSTIC

A service pro will come to your home to diagnose the problem.

(904) 233-8831 | office@buehlerair.com

<http://buehlerair.com>

207 20th N St  
Jacksonville Beach, FL 32250

[Terms & Conditions](#)

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Agenda Item # 10E  
 PORF Board Reappointments

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

<b>AGENDA ITEM:</b>	Item #10E. Reappointments to the Police Officers' Retirement Board
<b>SUBMITTED BY:</b>	City Clerk Catherine Ponson
<b>DATE:</b>	March 2, 2023
<b>BACKGROUND:</b>	<p>The Neptune Beach Police Officers' Retirement Board consists of five trustees. Two of the trustees are appointed by directly by Council.</p> <p>John Jolly and Scott Wiley have requested to be reappointed to the Board.</p> <p>This would be Mr. Jolly's third two-year term.          This would be Mr. Wiley's first two-year term as he was first appointed to fill an unexpired term of a trustee who had resigned.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Consider adoption of Resolution No. 2023-04, Reappointing Members to the PORF Board
<b>ATTACHMENT:</b>	Resolution No. 2023-04



**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH REAPPOINTING  
MEMBERS TO THE POLICE OFFICERS' RETIREMENT BOARD**

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**RESOLVED**, the City Council of the City of Neptune Beach, Florida, hereby confirms the following board appointments:

**POLICE OFFICERS' RETIREMENT BOARD**

Member	Type	Term	Begins	Ends
John Jolly	Reappoint Regular	3 <sup>rd</sup> 2 -Year	04/07/2023	04/07/2025
Scott Wiley	Reappoint Regular	1 <sup>st</sup> 2-year	04/07/2023	04/07/2025

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 6<sup>th</sup> day of March, 2023.

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Elaine Brown, Mayor

ATTEST:

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Catherine Ponson, CMC  
City Clerk