



**AGENDA**  
**Special and Workshop City Council Meeting**  
**Monday, March 15, 2021, 6:00 P.M.**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. COMMENTS FROM THE PUBLIC
3. Approval of Recommendation of Selection Committee for CONB Bid No. 2021-01, Jarboe Park Court Improvements p. 3
4. Approval of HVAC, Plumbing and Electrical Work at Neptune Beach Senior Activity Center p. 224
5. RESOLUTION NO. 2021-06, A Resolution of the City Council of Neptune Beach, Florida Defining "Extraordinary Circumstances" That Would Allow a Member of the Council to Attend, Participate and Vote Remotely Under Certain Conditions; Providing for Automatic Approval of the Council for Such Participation in Covered Circumstances; Providing for Severability; and Providing an Effective Date. p. 236
6. ADJOURN

**WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING**  
**THE ABOVE SPECIAL MEETING**

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST
  - A. North Florida Transportation Planning Organization Smart Parking Plan Presentation p. 239
3. DEPARTMENTAL SCORE CARD p. 312
4. COMMITTEE REPORTS
  - A. Finance, Boards and Charter Review
  - B. Land Use and Parks
  - C. Strategic Planning and Visioning
  - D. Transportation and Public Safety
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES
  - A. PROPOSED ORDINANCE NO. 2021- An Ordinance of the City of Neptune Beach, Florida Amending Chapter 23 of the Code of Ordinance, Utilities, Article V, Stormwater Utility System, by Amending Section 23-105(b), Billing and Payment p. 325
7. CONTRACTS / AGREEMENTS / NONE
8. ISSUE DEVELOPMENT / NONE

9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN

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The meeting will be available online for viewing and posted on the website the next day.

Please register for **Special and Workshop City Council Meeting on Mar 15, 2021 6:00 PM EDT** at:

**<https://attendee.gotowebinar.com/register/7024990210126090251>**

After registering, you will receive a confirmation email containing information about joining the webinar.



Residents attending public meetings can use the code **US74** 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."



**Special Meeting Item #3**

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

<b>AGENDA ITEM:</b>	<b>Special Meeting - Item 3</b>
<b>SUBMITTED BY:</b>	City Manager Stefen Wynn
<b>DATE:</b>	3/10/2021
<b>BACKGROUND:</b>	<p>The Selection Committee for CONB BID NO.: 2021-01 Jarboe Park Court Improvements met at 4PM on 3/10/2021 to open and review bids received by the 2PM deadline. The only bid received was from Court Surfaces of Green Cove Springs. The Selection Committee is comprised of: City Manager Stefen Wynn, Chief Financial Officer Carl LaFleur, City Clerk Catherine Ponson, Director of Public Works Jim French, and Grants and Resiliency Manager Colin Moore. Jim French and Stefen Wynn verified that the bid received met all of the criteria set forth within the RFP submitted a month ago.</p> <p>The Selection Committee took the Proposal under advisement until the entirety of the proposal can be reviewed by each member, and the references provided contacted. The RFP had the selection, scoring and review due on Sunday, March 14, 2021 by 5PM. This Staff Report is created ahead of receiving final scores from the Selection Committee and assumes that no irregularities are discovered during further review of the proposal.</p>
<b>BUDGET:</b>	\$500,000
<b>RECOMMENDATION:</b>	The Selection Committee recommends acceptance of the proposal from Court Surfaces, but is dependent upon committee members successfully completing their individual score sheets for the 3/16/2021 meeting.
<b>ATTACHMENT:</b>	<p>CONB BID NO.: 2021-01 Jarboe Park Improvements Bid Tabulation          Court Surfaces Proposal for CONB BID NO.: 2021-01 Jarboe Park Improvements          CONB BID NO.: 2021-01 Jarboe Park Improvements RFP</p>

City of Neptune Beach  
 Bid No. 2021-01  
 Construction of Tennis, Pickeball, Basketball and Volleyball Courts at Jarboe Park

Start Time: 4:00 P.M.

End Time: 4:10 P.M.

Specifications	1	2	3	4	5	6
Properly Executed Bid Form	✓					
Triplicate	✓					
Bid Security Amount- Bid Bond p. 37	✓ 5%					
Acknowledge Addendum No. 1	✓					
Contractor's Questionnaire	✓					
Non-Colluion Affidavit	✓					
Certificate Regarding Lobbying	✓					
Anti-Kickback Affidavit	✓					
Sworn Statement/Public Entities Crime Form	✓					
Drug Free Workplace Form	✓					
Certificate of Insurance Form p.48	✓					
Acknowledgement of Conformance with OSHA Standards	✓					
Trench Safety Affidavit -p. 52	✓					
Total of all unit price bid items	<b>\$498,775</b>					
Total project price with Buyer's Contingency Allowance	<b>\$548,775</b>					

\*\*A copy of the unofficial handwritten bid/proposal tabulation provided at the bid opening is subject to final verification by staff\*\*

Company Name	
1	El Faro Group, LLC dba Court Surfaces Heather McMandon, Managing Partner
2	
3	
4	
5	
6	

\* The City of Neptune Beach reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the City's sole and absolute judgment, will be in the best interest of the City in any manner thereof.

Stefen Wynn, City Manager



Catherine Ponson, City Clerk



Jim French, Public Works Director



**CITY OF NEPTUNE BEACH**  
**BID NO. 2020-01, JARBOE PARK COURT IMPROVEMENTS**  
**PUBLIC BID OPENING MINUTES**  
**WEDNESDAY, MARCH 10, 2021, 4:00 P.M.**

Sealed bids were due for CONB 2021-01, Jarboe Park Court Improvements on Wednesday, March 10, 2021, at 2:00 p.m. at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266. The bid opening commenced at 4:00 p.m. as noticed.

**ATTENDING:**

Stefen Wynn, City Manager  
Jim French, Public Works Director  
Carl LaFleur, Chief Financial Officer  
Colin Moore, Grants and Resiliency Coordinator  
Catherine Ponson, City Clerk

The City of Neptune Beach received one bid from the following bidder:

<u>Bidder</u>	<u>Price</u>
Court Surfaces	\$498,775

Mr. Wynn advised that the Selection Committee will make a recommendation to City Council for award at a Special Meeting on Monday, March 15, 2021 at 6:00 p.m.

The meeting adjourned at 4:10 p.m.

Respectfully submitted,  
Catherine Ponson, City Clerk

CITY OF NEPTUNE BEACH

**CONSTRUCTION OF TENNIS, PICKLEBALL, BASKETBALL AND  
VOLLEYBALL COURTS AT JARBOE PARK**

*CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS*

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**BID DUE**

**March 10, 2021**

**AT 2:00PM**

**MANDATORY  
'PRE-BID' MEETING**

**February 17, 2021**

**AT 10:00AM**



**City of Neptune Beach**  
116 1<sup>st</sup> Street  
Neptune Beach, Florida 32266  
Telephone (904) 270-2400

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**ADDENDUM NO. 1**

**TO THE BID DOCUMENTS**

**CONB BID NO. 2021-01- Jarboe Park Court Improvements  
City of Neptune Beach, FLORIDA**

Date March 3, 2021

**To All Plan Holders and/or Prospective Bidders:**

The following changes, additions, and/or deletions are hereby made part of the Contract documents for the Jarboe Park Court Improvements as fully and completely as if the same were fully set forth therein:

**A. Division 0 – Bidding and Contract Documents**

1. Section 200, Instruction to Bidders

REPLACE Item 11.a. on page 10 to read as follows: ““Refurbishment and installation of equipment for (2) Volleyball Courts”

2. Section 200, Instruction to Bidders

REPLACE Item 11.d. on page 10 to read as follows: “Construction of (1) Non-Regulation Sized Basketball Court including striping and placement of (2) 8’ and (1) 10’ goals with galvanized steel gooseneck poles and 60” minimum rectangular aluminum backboards”

3. Section 300, Bid Form

REPLACE Item 4.G. with the following: G. SECTION 500 – Performance Bond (after the notice of award)

4. Section 300, Bid Form

REPLACE Item 4.H. with the following: H. SECTION 510 – Payment Bond (after the notice of award)

5. Section 00525, Agreement

INSERT Section 00525, Agreement with the attached.

B. Written questions received and responses:

Addendum No. 1 includes the responses to the questions received by the Bid Question Deadline, Questions Due By Date March 3, 2021

1. What are the specifications on the pavilion?

**Response: The City is removing the pavillion associated with the Volleyball Courts from the Scope of Work. "Item 11.a." on page 10 will now read: "Refurbishment and installation of equipment for (2) Volleyball Courts"**

2. What are the specifications for the basketball goals?

**Response: "Item 11.d." on page 10 will now read: "Construction of (1) Non-Regulation Sized Basketball Court including striping and placement of (2) 8' and (1) 10' goals with galvanized steel gooseneck poles and 60" minimum rectangular aluminum backboards"**

3. Will there be fencing between the tennis and pickleball courts?

**Response: Yes, all chain-link Fencing will be 10' High.**

4. What is the budget for the project?

**Response: The currently approved City Council budget amount for "Courts, Lighting & Fencing" is \$385,000 including Owner contingency.**

C. Clarifications:

It is the intent the both the Performance and Payment Bonds are submitted after the Bid and not with the Bid. The successful Bidder shall be required to submit a Recorded Perform Bond and Payment Bond after the Notice of Award in accordance with Florida Statue 255.05.



**SECTION 525**  
**AGREEMENT**

This Procurement Agreement is by and between The City of Neptune Beach ("Buyer") and Court Surfaces ("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 Contract Documents. The Goods and Special Services are generally described as follows: all necessary permits, labor, equipment and materials to complete the following:
1. Refurbishment and installation of equipment for (2) Volleyball Courts and associated pavilion
  2. Construction of (8) Pickleball Courts including placement of equipment and striping
  3. Construction of (2) Tennis Courts including placement of equipment and striping
  4. Construction of (1) Non-Regulation Sized Basketball Court including placement of equipment and striping
  5. Installation of necessary fencing, gates and associated appurtenances
  6. Installation of LED lighting, light posts, conduits, electrical work
  7. Installation of court acrylic color-coatings and sand court construction including base and pad preparation
  8. Curbing, fencing, gates, court lighting, equipment and appurtenances necessary for Tennis Courts, Pickleball Courts, Volleyball Courts and a Basketball Courts.
  9. All materials, methods of construction, equipment and standards must be in accordance with the Federal, State and City laws, rules, standards and ordinances.

**1.02 The Project**

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: JARBOE PARK COURT IMPROVEMENTS

**1.03 Point of Destination**

- A. The Point of Destination is designated as: Jarboe Park 510 5<sup>th</sup> Street, Neptune Beach, FL 32266

**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 as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 Schedule of Procurement Contract Times

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

Milestone	Days	Notes
Submit Shop Drawings	45	
Deliver acceptable Goods to Point of Destination	90	Delivery may be made in the 15-day period before delivery date
Readiness for Final Inspection and Acceptance of Goods and Special Services		

Milestone	Date	Notes
Readiness for Final Inspection and Acceptance of Goods and Special Services	July 1, 2021	

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 Contract Documents to City for its review and approval.
- B. *City’s Review:* It is the intent of the parties that the City 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

- A. 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 Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer 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) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

**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 Contract Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization & Demobilization (5% Max)	LSum.	1	\$5,000	\$5,000
2	General conditions including bonds, insurance, shop drawings, temporary toilets, dumpsters, disposal fee, shipping, erosion control, etc.	LSum.	1	\$25,000	\$25,000
3	Construction Engineering	LSum.	1	\$1,000	\$1,000
4	Fine Site Grading	AC	1.1	\$6,100	\$6,710
5	3" Compacted Aggregate Base, #2's	CYD	375	\$ 37	\$13,875
6	3" Compacted Aggregate Base, #53 Limestone	CYD	375	\$ 31	\$11,625
7	(2) ¾" Asphalt Lifts (Type S-3)	SYD	3,650	\$ 25	\$ 91,250
8	Install Tennis Net Poles, Installed in Concrete	Ea	4	\$ 300	\$ 1,200
9	Install Tennis Nets with Adjustable Center Straps	Ea	2	\$ 500	\$ 1,000
10	Heavy-Duty Basketball Goal Posts, 10', Installed in Concrete	Ea	1	\$ 2,500	\$ 2,500
11	Heavy-Duty Basketball Goal Post, 8', Installed in Concrete	Ea	2	\$ 2,500	\$ 5,000
12	Pickleball Net Posts, Installed in Concrete	Ea	16	\$ 300	\$ 4,800
13	Pickleball Nets and Adjustable Center Straps	Ea	8	\$ 450	\$ 3,600
14	10' High Galvanized vinyl - coated Chain Link Fencing, 9 gauge with 1 5/8" OD top rail; 7 gauge bottom tension cable bottom rail; 3" OD, Schedule 40 Galv. Polyester coated pipe 10' high terminal and gate posts; 2 ½" OD galv. Polyester coated tubing at other vertical posts	LF	950	\$ 52	\$ 49,400
15	4' x7' High Galvanized, vinyl-coated chain link fence gates, 9 gauge	Ea	5	\$1,000	\$ 5,000
16	5" OD Round Tapered Steel polyester coated Light Poles, installed in concrete	Ea	30	\$1,950	\$ 58,500
17	Scimitar 4 Brick LED light Fixtures, Factory Coated to Match Fence Color	Ea	50	\$ 1,500	\$ 75,000
18	Electrical panel, timers, all required wiring and labor to install and hookup all light poles and light fixtures for all courts	Lsum.	1	\$47,000	\$47,000

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
19	Refurbish and Reorient Beach Volleyball Courts, including labor to install new equipment	LSum.	1	\$35,000	\$35,000
20	Furnish all necessary nets, poles and equipment for Beach Volleyball Courts	Ea.	2	\$2,500	\$5,000
21	Prepare, clean, sand, level, fill and Finish Tennis Courts, pickleball courts and basketball court; to include installation of two coats of sand-filled acrylic color-coating; final striping of boundary lines	SY	3,650	13.10	47,815
22	Site Restoration including removal of any construction debris, grassing around courts, and site clean-up	LSum.	1	2,500	2,500
23	QA/QC Testing	LSum.	1	1,000	1,000
Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities)					\$498,775

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 City will determine the actual quantities and classifications of unit price items furnished by Seller. The City 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 City's written decision will be final and binding upon Buyer and Seller (except as modified by City 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 \$ 498,775 . 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 Contract 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 Statute is CH. 218 the Florida Prompt Payment Act.

### 4.03 Interest

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

## ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

### 5.01 Assignment of Contract

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

## ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

### 6.01 List of Procurement Contract Documents

- A. The Procurement Contract Documents consist of the following:
  - 1. This Procurement Agreement.
  - 2. General Conditions of the Procurement Contract (Section 700 pages \_\_\_\_ to \_\_\_\_, inclusive)
  - 3. Supplementary Conditions of the Procurement Contract (Section 800 pages \_\_\_\_ to \_\_\_\_, inclusive)

4. Procurement Specifications as listed in the Procurement Specifications table of contents
5. Procurement Drawings (not attached but incorporated by reference):
  - a. Bearing the following title: \_\_\_\_\_ pages \_\_\_\_ to \_\_\_\_, inclusive)
6. Addenda Numbers (numbers \_\_\_\_ to \_\_\_\_, inclusive)
7. Public Construction Performance and Payment bond, together with power of attorney (Section 500 pages \_\_\_\_ to \_\_\_\_, 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 Contract Documents other than those listed above.
- D. The Procurement Contract 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 Contract 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 Contract Documents, and the written resolution (if any) thereof is acceptable to Seller.
6. The Procurement Contract 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 Contract 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.

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 March 9, 2021 (which is the Effective Date of the Agreement).

Buyer

\_\_\_\_\_  
City of Neptune Beach  
By: \_\_\_\_\_  
(individual's signature)  
Date: \_\_\_\_\_  
(date signed)  
Name: \_\_\_\_\_  
(typed or printed)  
Title: \_\_\_\_\_  
(typed or printed)  
Attest: \_\_\_\_\_  
(individual's signature)  
Title: \_\_\_\_\_  
(typed or printed)  
Address for giving notices:  
\_\_\_\_\_  
116 1<sup>st</sup> Street  
\_\_\_\_\_  
Neptune Beach, FL 32266  
\_\_\_\_\_  
Designated Representative:  
Name: Stefen Wynn, M.P.A.  
(typed or printed)  
Title: City Manager  
(typed or printed)  
Address:  
\_\_\_\_\_  
116 1<sup>st</sup> Street  
\_\_\_\_\_  
Neptune Beach, FL 32266  
\_\_\_\_\_  
Phone: 904-270-2400  
\_\_\_\_\_  
Email: \_\_\_\_\_

Seller

Court Surfaces  
(typed or printed name of organization)  
By: Heather Memandon  
(individual's signature)  
Date: 3-9-2021  
(date signed)  
Name: Heather Memandon  
(typed or printed)  
Title: managing partner  
(typed or printed)  
(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)  
Attest: Heather Memandon  
(individual's signature)  
Title: managing partner  
(typed or printed)  
Address for giving notices:  
\_\_\_\_\_  
1528 Virgils Way #6  
Green Cove Springs, FL.  
32043  
\_\_\_\_\_  
Designated Representative:  
Name: Heather Memandon  
(typed or printed)  
Title: managing partner  
(typed or printed)  
Address:  
\_\_\_\_\_  
5 Lighthouse Avenue  
St. Augustine, FL.  
32080  
\_\_\_\_\_  
Phone: 407-404-4532  
\_\_\_\_\_  
Email: heatherme@surfnsr.com

End of Addendum No. 1



**CITY OF NEPTUNE BEACH**  
**CONSTRUCTION OF TENNIS, PICKLEBALL,**  
**BASKETBALL AND VOLLEYBALL COURTS AT JARBOE PARK**  
*CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS*

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**DIVISION 1                      GENERAL REQUIREMENTS**

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1000	Special Conditions	RESERVED
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**APPENDICES**

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APPENDIX “A”	Project Survey
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**SECTION 100**

**NOTICE OF BID INVITATION**

**CITY OF NEPTUNE BEACH**

**Duval County, Florida**

**Construction of Tennis, Pickleball, Basketball  
and Volleyball Courts at Jarboe Park**

**ADVERTISEMENT FOR BIDS**

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (City), will be accepting sealed Bids in triplicate, for the construction of various ball courts in Jarboe Park, at City Hall located at: **116 1<sup>st</sup> St. Neptune Beach, Fl. 32266**, until **2:00 pm** local time on **March 10<sup>th</sup>, 2021**. Bids shall be opened during a publicly held meeting of the City Manager or his designee, City Clerk, and appropriate department head(s) on March 10<sup>th</sup>, 2021 at 4:00 pm at 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266, at which time the Bids received will be publicly opened and referred to a committee comprised of the City Manager, City Clerk, Chief Financial Officer, Public Works Director, and Grants Manager.

**CONB Bid No. 2021-01 Jarboe Park Court Improvements**

The Selected Bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following: acrylic color-coated asphalt, and sand court construction including base and pad preparation; curbing; fencing; court lighting; equipment necessary for Tennis Courts, Pickleball Courts, Volleyball Courts and a Basketball Court. All materials, methods of construction, equipment and standards must be in accordance with the Federal, State and City laws, rules, standards and ordinances.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the bid form, and will be made to the lowest, best and most responsible bidder selected by the City.

The Issuing Office for the Bidding Documents is the Neptune Beach City Manager's Office, 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266. Telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. Contact Stefen Wynn, at [CM@nbfl.us](mailto:CM@nbfl.us).

Any questions prior to bid opening shall be directed, in writing, via email to Stefen Wynn, at [CM@nbfl.us](mailto:CM@nbfl.us)

Partial sets of Bidding Documents will not be available from the City of Neptune Beach. Neither the City nor any staff members will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office of the City of Neptune Beach.

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays during normal working hours.

**There will be a mandatory pre-bid meeting on Wednesday, February 17, 2021 at 10:00 AM, local time, at the 'Neptune House' in Jarboe Park: 510 Florida Blvd. Neptune Beach. Fl. 32266.** A Representative of the City will be present to discuss the Project. All Bidders will be responsible for any information discussed at the pre-Bid meeting. Bids will not be accepted from bidders who did not attend the mandatory pre-bid meeting.

Bid security shall be furnished in accordance with the Instructions to Bidders. If the contract is awarded to a bidder and the bidder fails to accept or execute such contract as awarded without a valid excuse, the security shall be forfeited.

Bids shall be in triplicate and properly and completely executed on the provided bid forms included in the Specifications. The bid documents shall include properly and completely executed Bonding Capacity Certification Letter. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information including a copy of the bidders Financial Statements and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED - CONB Bid No. 2021-01 Jarboe Park Court Improvements to be opened at 2:00 p.m., local time, March 10th, 2021" addressed to the City Manager, City of Neptune Beach, 116 1<sup>st</sup> Street, Neptune Beach, Florida 32266, so as to guard against opening prior to the date and time set therefore. No bid shall be returned to the bidder or withdrawn by the bidder after the same has been received by the City Clerk. Only sealed bids shall be received and considered.

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 City's sole and absolute judgment, will be in the best interest of the City in any manner thereof.

Sincerely,

Stefen A.B. Wynn  
City Manager

Date: January 28, 2021

Publish: February 4, 2021

Pre-Bid Meeting: February 17, 2021

Due: March, 10, 2021

**SECTION 200**  
**INSTRUCTION TO BIDDERS**

**1. SEALED BIDS**

Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

**Date: March 10, 2021**

**Time: 2:00 PM**

**Place: Neptune Beach City Hall  
116 1<sup>st</sup> St.  
Neptune Beach, Fl. 32266**

**2. SCHEDULE OF EVENTS**

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time (EST) *</b>
1	Advertisement to Bid	2/4/2021	9:00 AM
2	<b><u>Mandatory Pre-Bid Meeting</u></b> 510 Florida Blvd. Neptune Beach, Fl. 32266	2/17/2021	<b>10:00 AM</b>
3	Deadline to Submit Questions	2/24/2021	2:00 PM
4	Deadline for City Responses to Questions	3/3/2021	5:00 PM
5	<b>Deadline to Submit Bid Response</b>	<b>3/10/2021</b>	<b>2:00 PM</b>
6	Evaluation of Bid Responses	3/10 - 14/2021	8:00 AM - 5:00 PM
7	Announcement of Selected Contractor	3/15/2021	6:00 PM

*\*The City reserves the right to change the scheduled dates and time.*

### **3. DEFINITION OF TERMS**

<i>Bid/Proposal</i>	The documents submitted by the Bidder in response to the request for either a Bid or Proposal. When evaluation criteria is used, the term Bid within this document shall mean Proposal.
<i>Bidder/Proposer</i>	Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.
<i>Business Day</i>	A day other than Saturday, Sunday, or a National Holiday.
<i>City</i>	The City Council of the City of Neptune Beach, or the City Manager, if applicable.
<i>City Engineer</i>	The City's general engineering consultant.
<i>City Manager</i>	The City's chief administrative officer and Project Manager.
<i>Collusion</i>	Secret or illegal cooperation or conspiracy, especially in order to cheat or deceive others. This shall also mean, but is not limited to mean, price fixing, bid manipulation, bid fixing and bid rigging.
<i>Contract</i>	The Contract for Construction to be executed by Contractor and City for the Work.
<i>Contractor</i>	The person, firm or corporation with whom the City has executed a Contract for the Work.
<i>Days</i>	Shall refer to calendar days.
<i>Issuing Office</i>	The City's office from which the Bidding Documents and any addenda, if necessary, are to be issued and where the bidding procedures are to be administered.
<i>Project Manager</i>	The City Manager of the City.
<i>Responsible Bidder</i>	In order to be considered a, "Responsible Bidder," the Bidder must possess integrity as well as adequate equipment and personnel to do the Work within the time limits that are established and adequate financial status to meet the obligations to perform the Work. The Bidder must not have defaulted on a prior Contract, or not behind by ten (10) percent or more on completing an approved progress schedule for the City at the time of advertisement, or been disbarred by any agency. The City may reject the Bid for obvious lack of experience or expertise, and failure to perform or meet financial obligations on previous agreements of any Bidder, if the City believes that it would not be in the best interest of the Project to make an award to that Bidder.

*Responsive Bidder*

Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications. 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.

*Work*

The services required by the Contract documents, including labor and materials.

**4. Delivery of Bids**

All Bids, whether mailed or delivered in person, shall be submitted in triplicate within a SEALED ENVELOPE bearing on the outside the following project information as well as the name of the Bidder and his address clearly marked:

**BID ENCLOSED - CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS TO BE OPENED AT 2:00 PM, LOCAL TIME, MARCH 10, 2021**

Addressed to:

**City of Neptune Beach  
Attn: Stefen Wynn, City Manager  
116 1<sup>st</sup> St.  
Neptune Beach, Fl. 32266**

All Bids must be received by the City no later than Wednesday March 10, 2021 at 2:00 PM.

**5. BID GUARANTY**

A certified or cashier's check drawn on a national or state bank, or bid bond, in the amount of **five percent (5%)** of the total Bid, shall accompany each Bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates with insurance and bond documents. The Bid bond shall be from a surety with at least an A- rating under Best's Guidelines, made payable to: The City of Neptune Beach. Failure to supply the Bid Guaranty or an incomplete Bid Guaranty will result in the rejection of the Bid.

## **6. BID FORMS**

The Bidder shall submit an original Bid on the Bid forms attached to this REQUEST FOR PROPOSAL. The Bidder shall fill in all blank spaces completely for each and every unit item for which the Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to each item of Work. In the case of optional items or alternatives, the words, "No Bid," "No Change," or, "Not Applicable" may be entered.

The Bid shall include:

- 1) Agreement/Contract
- 2) Bid Forms
- 3) Bid Guarantee
- 4) Certificate or Evidence of Insurance
- 5) Qualifications Statement
- 6) Non-Collusion Affidavit
- 7) Certification Regarding Lobbying
- 8) Anti-Kickback Affidavit
- 9) Sworn Statement on Public Entity Crime Form
- 10) Drug Free Workplace Form
- 11) Trench Safety Affidavit

## **7. SIGNATURE ON BID**

The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

## **8. AWARD OF CONTRACT**

The award of the agreement will be to the lowest responsive and responsible Bidder; whose qualifications indicate the award will be in the best interest of the City and whose bid complies with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the City Manager is satisfied that the Bidder is qualified to do the work and have the necessary organization, capital and equipment to carry out the work in the specified timeframes. In evaluating the responsibility, the City may also consider previous contracts with the City, past performance and experience with other contracts, compatibility of the project team with City personnel, and any other criteria deemed relevant by the City. If the City accepts a Bid, the City will provide a written notice of award to the lowest responsive and responsible Bidder, who meets the requirements of section 2.10.1. If the successful Bidder to whom the Contract is awarded forfeits the Award by failing to meet the conditions of Subsection 13, the City may at the City's sole option, award the agreement to the next lowest Responsive and Responsible Bidder or reject all bids or re-advertise the Work.

The City, at its sole discretion, may consider the lowest responsive and responsible bidder as the bidder who has the lowest bid amount for: CONB BID NO. 2021-01 JARBOE PARK COUR IMPROVEMENTS.

**9. COST OF BIDS**

All expenses involved with the preparation and submission of Bids to the City or any work performed in connection therewith, shall be borne by the Bidder(s). No payments shall be made for any responses received, nor for any other effort required or made by the Bidder(s) prior to commencement of work as defined by the Agreement duly approved by the City Council.

**10. EVALUATION AND CRITERIA**

Proposals will be evaluated in accordance with weighted criteria listed below:

	Maximum Points Available
Experience in Court Construction	30
Proposers Qualifications	15
References	15
Cost	40
<hr/>	
<i>TOTAL</i>	<i>100</i>

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Short listed proposals may be selected for an interview prior to a recommendation being presented to the City Council. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are, "responsible and responsive."

**DESCRIPTION OF EVALUATION CRITERIA(S):**

**EXPERIENCE IN COURT CONSTRUCTION (30 POINTS):** The City recognizes that installing outdoor court surfaces for Tennis, Pickleball, Volleyball and Basketball requires a specialty to ensure a safe playing field. Each Proposer will be evaluated on their experience in completing similar projects and their apparent expertise in ball court construction. Particular emphasize should be given on how many outdoor ball courts the firm has completed.

**PROPOSER QUALIFICATIONS (15 POINTS):** Each Proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasize should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as part of the qualifications portion of their proposal.



**REFERENCES (15 POINTS)**: As part of the Proposal evaluation process, the City will conduct an investigation of references, including a record check or history of consumer affairs complaints. Proposer's submission of a Proposal constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Only relevant experience will be considered in regards to acceptable governmental references.

**COST (40 POINTS)**: Each Proposer shall provide a unit cost with a total for the service proposed. The City has an annually approved budget with which to work and must ensure that the best interests of the City are met through awarding the proposal that best meets the criteria contained within this document and the best possible price to the City. The City processes payments on a monthly basis and invoices received from the awarded Proposer should include a detailed description of quantities used and labor exercised for the project. This Project, or any portion thereof, may span beyond a single budget year and is subject to the City's budget approval process. This Project and the Bidder's services could be suspended from time to time for various periods of time, or during the performance of the proposed scope of work, permanently, or temporarily, by the action of the City.

## **11. SCOPE OF WORK**

Since 2018, the City has conducted many public hearings and design charettes to arrive at a consensus for a Master Plan for the Park. As a result, the City hired an Engineer and Landscape Architect to produce and design improvements to Jarboe Park. Previously awarded improvements to the park include: connectivity to the East Coast Greenway trail system; playground and fitness equipment upgrades; and entrance and bridge improvements.

The City recognized that, although contained within the park, improvements to the outdoor ball courts require specialized care and expertise.

Improvements to the Jarboe Park Ball Courts are composed of:

- a. Refurbishment and installation of equipment for (2) Volleyball Courts and associated pavilion
- b. Construction of (8) Pickleball Courts including placement of equipment and striping
- c. Construction of (2) Tennis Courts including placement of equipment and striping
- d. Construction of (1) Non-Regulation Sized Basketball Court including placement of equipment and striping
- e. Installation of necessary fencing, gates, and associated appurtenances
- f. Installation of LED lighting, light posts, conduits, panels, and associated electrical work

All demolition work of existing courts has been completed by the City. The City will bring all court areas up to appropriate subgrade prior to any installation of new asphalt court surfaces.

The following is a summary of the scope of work: minor sitework to include finish subgrade; adding base material to all asphalt ball court areas; install Type III Asphalt top/finish coat to court areas; saw cut all edges of ball courts; install all tennis, pickleball, basketball and

volleyball equipment; install vinyl-coated galvanized chain link fencing and gates around ball courts; install conduits, light poles and LED light fixtures and install electrical panel and pull wire for power to all light poles; and install pavilion, sand and refurbish sand volleyball courts; and install vinyl-coated polyester wind screens along fences.

## **12. RIGHT TO REJECT BIDS**

The City reserves the right to accept or reject any and/or all Bids or parts of Bids to workshop or negotiate any and all Bids, to waive irregularities, and to request re-Bids on the required materials or services.

## **13. ELIGIBLE BIDDERS**

The City reserves the right, before awarding a Contract, to require the Bidder to submit evidence of their qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the Bidder. The Contract will be awarded only to a Bidder fully qualified to undertake the proposed Work. All material or services must meet all applicable and Federal, State and Local specifications and permit requirements. In accordance with 23 CFR 635.112 (e), no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

## **14. RETURN OF THE BID GUARANTY**

All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed.

## **15. EXECUTION OF CONTRACT**

The successful Bidder(s) shall, within (10) days of receipt of a written notice of the Award of the Agreement, deliver to the City a fully-executed Agreement and all requested certificates of insurance and bonds.

## **16. FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT**

The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds as specified in Subsection 13 will result in forfeit of the Award. Each Bidder agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid guaranty of the forfeiting Bidder will be retained by the City, not as forfeiture or a penalty, but as liquidated damages.

## **17. TIME AND AWARD**

The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the City review, award, and execute the Agreement.

## **18. INTERPRETATION AND CLARIFICATION**

All questions about the meaning or intent of the Bid documents and specifications shall be directed in writing to the City Manager's Office, Stefen Wynn, M.P.A., at: 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266. Interpretation or clarifications considered necessary by the City in response to such questions will be issued by means of addenda electronically mailed or delivered to all parties that are on record with the City Clerk as having requested and received the Bid Documents. Provided however, that it is each Bidder's sole responsibility to be informed of any changes to the REQUEST FOR PROPOSAL in the form written addenda and the City shall not be responsible for any Bidder's failure to receive the same. The City has the right to rely on all Bids received and the submittal of a Bid shall represent the Bidder's acknowledgement that he has read and understood the REQUEST FOR PROPOSAL and any addenda thereto. Written questions must be received by: Wednesday, February 24, 2021 at 2:00 PM. Only questions answered by written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

## **19. BID MODIFICATIONS**

No modifications shall be submitted by Bidder or accepted by the City.

## **20. WITHDRAWAL OF A BID**

A Bidder may withdraw their Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of Withdrawal should be made in writing to the City Manager's Office, Stefen Wynn, M.P.A., at: 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266.

## **21. OPENING OF BIDS**

Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the Bid opening.

## **22. PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a Contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the City, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the Contract, and may cause the Contractor debarment.

## **23. CITY LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the Work or the percentage method of unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the Agreement are as follows:

- a. Contractor shall have and maintain during the term of the Agreement all appropriate City licenses, and fees for which shall be paid in full in accordance with the City's fee structure for such licenses. Typically, there will not be any percentage reduction or waiving of City license fees.
- b. During the performance of the Agreement there may be times when the Contractor will be required to obtain a City permit for the Work. It is the responsibility of the Contractor to ensure that they have the appropriate City permits to perform such Work as may become necessary during the performance of the Agreement. Any fees related to City required permits in connection with the Agreement will be waived by the City. Licenses, permits, and fees that may be required by the County, State, or Federal entities are not included in the above list, and remain the responsibility of the Contractor to obtain.

## **24. INSURANCE**

The awarded Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Article 5 ("Contract for Construction") of the Agreement. The awarded Bidder shall include with their Bid either Certificates of Insurance evidencing same or documentation from their insurer evidencing insurability of the Bidder to meet the insurance requirements.

## **25. BONDS**

In addition to a Bid Bond, a performance and payment Bond for the entire Grand Total Bid Amount shall be required by the winning Proposal as a condition of any resulting Contract.

## **26. QUALIFICATION OF SURETIES**

Generally, the following requirements shall be met by all surety companies furnishing bid, performance, payment or any other type of bonds:

- A. Qualifications as to companies being rated acceptably:
  - i. The surety shall be rated as, "A - X" or better as to general policyholders rating and class V or better as to financial category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc. of 75 Fulton Street, New York, NY., 10038.
  - ii. The surety shall be listed on the US Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Rev.) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
  - iii. All surety companies are subject to approval and may be rejected by the City without cause, in the same manner that Bids may be rejected.
- B. Limitations for bonding limits or bonding capital refer to the limit or amount of bond acceptable on any one risk.
  - i. The bonding limit of the surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
- C. Requirements:
  - i. Policy holder's surplus is required to be five (5) times the amount of any one bond.
  - ii. The agent countersigning the bond shall be a resident of the State of Florida.

## **27. FAMILIARITY WITH LAWS**

The Bidders represent that by submitting a Bid, they are familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect the Work.

## **28. EXAMINATION OF BIDDER'S FACILITIES**

The City, as part of its evaluation may perform an examination of the Bidder's facilities. The City Manager or designee, as part of the evaluation may perform this examination.

The term facilities as used in this REQUEST FOR PROPOSAL shall include, but not limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible that the City may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of

mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and City Ordinances.

Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. The City reserves the right to perform such examinations on the Successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Agreement.

## **29. PROTEST PROCEDURES**

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract, the notice of protest shall be filed in the following manner:

### *A. Right to Protest*

With respect to contracts over \$100,000.00 any actual bidder, or qualified Proposer (hereinafter collectively referred to as, "Bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), or invitation for bid for goods and/or services (hereinafter, collectively referred to as the, "Bid") may protest to the City Manager. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in the Code of the City of Neptune Beach, any written guidelines issued by the City, and the specifications, requirements and/or terms set forth on any bid.

### *B. Bid Protest*

Any protest concerning the bid specifications, requirements and/or terms must be made within three (3) Business Days from the time the facts become known and, in any case, at least two Business Days prior to the opening of Bids. Such protest must be made in writing to the City Manager, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

### *C. Protest After Opening Bids*

Any protest after the bid opening, including challenges to actions of any evaluations or selection committee as provided above shall be submitted in writing to the City Manager. The City will allow such bid protest to be submitted anytime until two (2) business days following the release of the City Manager's written recommendation to the City Council, as same is set forth and released in the City Council Agenda Packet, for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements contained herein. All actual bidders shall be notified in

writing (which may be transmitted by electronic communication), following the release of the City Manager's written recommendations to the City Council.

*D. Reasonable Reimbursement*

The City may require reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but are not limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

*E. Authority to Resolve Protests*

The City Manager shall have the authority to settle and resolve a protest as outlined herein. The City Manager's decision shall be final and only be changed by a majority vote of the City Council.

*F. Responsiveness*

Prior to any decision being rendered under this section with respect to a bid protest, the City Clerk and the City Attorney, shall certify whether the submission of the protester to the solicitation in question is responsive. The parties to protest shall be bound by the determination of the City Clerk and the City Attorney with regard to the issue of responsiveness.

*G. Distribution*

A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished promptly to the protestor.

*H. Stay of Procurements During Protest*

In the event of a timely protest, as described above, the City shall not proceed further with the solicitation or with the award pursuant to such bid until a decision is issued in the manner described above, unless a written determination is made by the City Manager, that the award pursuant to such bid must be made without delay in order to protect a substantial interest of the City.

*I. Remedy*

The institution and filing of a protest, as outlined above, is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the town concerning the subject matter of the protest.

*J. Protests Barred*

Untimely protests that don't meet the requirements outline above shall be barred. Any basis or grounds for a protest not set forth in the letter of protest as required above shall be deemed waived.

*K. Report*

At the time of the City Manager's written decision or recommendation for award of a Bid is presented at a meeting of the Mayor and City Council, the City Attorney will provide a legal opinion informing the Mayor and City Council about any legal issues relative to any bid protest filed in connection with the bid in question.

*L. No Waiver*

Nothing in the protest procedures shall waive the City's sovereign immunity pursuant to Florida Statute, Section 768.28.

**30. TERM OF CONTRACT**

The initial Work order will be substantially completed as determined by the City, within sixty (60) Calendar Days and be final within thirty (30) calendar days from then. The Work shall commence within fifteen (15) calendar days of the Effective Date of a contract to the awarded Bidder.

For purposes of CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS, the timeline begins upon notice of award to the winning Bidder on Tuesday March 16, 2021. Mobilization is expected to begin on Wednesday, March 31, 2021; Substantial Completion is expected by Saturday, May 15, 2021; and Final Completion is expected Monday, June 14, 2021.

The Work shall be completed and ready for final payment in accordance with contract documents received by the winning Bidder. The City may allow extended daily working hours and work on weekends if requested by the Contractor with advanced notice and approved by the City Manager in writing.

**CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT**

**END OF SECTION**



**SECTION 300**  
**PROPOSAL FORM**

**1. BUYER AND BIDDER**

This Bid is submitted to:

**City of Neptune Beach**  
**Attn: Stefen Wynn, City Manager**  
**116 1<sup>st</sup> St.**  
**Neptune Beach, Fl. 32266**

SUBMITTED BY: Heather Mcmanden DATE: 3-9-2021

Company: Court Surfaces

Email: heatherm@surfnsr.com

City/State/Zip: Green Cove Springs, FL. 32043

Telephone No.: 407-404-4532

Email: heatherm@surfnsr.com

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents. The Bidder maintains that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder certifies that the Bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

The Bidder further declares that they have examined the site of the work and that from personal knowledge and experience, or that they have made sufficient observations of the conditions of the proposed Project Site to satisfy themselves that such site is a correct and suitable one for this work and they assumes full responsibility therefore, that they have examined the Drawings and Specifications for the work and from their own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and they have examined the other Contractual Documents relating thereto, including, but not limited to, the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and have read all addenda prior to the

receipt of bids, and that they have satisfied themselves fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

**2. BASIS OF BID**

*NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE AND FOR COMPARISON OF BIDS AND DOES NOT REPRESENT A MINIMUM OR MAXIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.*

*THE BIDDER FURTHER PROPOSES, CERTIFIES AND AGREES TO COMPLY IN ALL RESPECTS WITH THE TIME LIMITS FOR COMMENCEMENT AND COMPLETION OF THE WORK STATED IN THE CONTRACT FORM.*

**A. Unit Price Bids**

Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Unit Price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (5% Max)	LSum.	1		\$
2	General Conditions including: bonds, insurance, shop drawings, temporary toilets, dumpsters, disposal fees, shipping, erosion controls, etc.	LSum.	1		\$
3	Construction Engineering	LSum.	1		\$
4	Fine Site Grading	AC	1.1		\$
5	3" Compacted Aggregate Base, #2's	CYD	375		\$
6	3" Compacted Aggregate Base, #53 Limestone	CYD	375		\$
7	(2) ¾" Asphalt Lifts (Type S-3)	SYD	3,650		\$
8	Install Tennis Net Poles, Installed in Concrete	Ea	2		\$
9	Install Tennis Nets with Adjustable Center Straps	Ea	2		\$
10	Heavy-Duty Basketball Goal Posts, 10', Installed in Concrete	Ea	1		\$
11	Heavy-Duty Basketball Goal Post, 8', Installed in Concrete	Ea	2		\$

12	Pickleball Net Posts, Installed in Concrete	Ea	16		\$
13	Pickleball Nets and Adjustable Center Straps	Ea	8		\$
14	10' High Galvanized vinyl - coated Chain Link Fencing, 9 gauge with 1 5/8" OD top rail; 7 gauge bottom tension cable bottom rail; 3" OD, Schedule 40 Galv. Polyester coated pipe 10' high terminal and gate posts; 2 1/2" OD galv. Polyester coated tubing at other vertical posts	LF	950		\$
15	4' x7' High Galvanized, vinyl-coated chain link fence gates, 9 gauge	Ea	5		\$
16	5" OD Round Tapered Steel polyester coated Light Poles, installed in concrete	Ea	30		\$
17	Scimitar 4 Brick LED light Fixtures, Factory Coated to Match Fence Color	Ea	50		\$
18	Electrical panel, timers, all required wiring and labor to install and hookup all light poles and light fixtures for all courts	Lsum.	1		\$
19	Refurbish and Reorient Beach Volleyball Courts, including labor to install new equipment	Lsum.	1		\$
20	Furnish all necessary nets, poles and equipment for Beach Volleyball Courts	Ea.	2		\$
21	Prepare, clean, sand, level, fill and Finish Tennis Courts, pickleball courts and basketball court; to include installation of two coats of sand filled acrylic color-coating; final striping of boundary lines	SY.	3650		\$
22	Concrete Ribbon Curb, 6" wide x 18" deep along perimeter of ball courts abutting the playground equipment with Engineered Wood Fiber.	LF	260		\$
23	Site Restoration including removal of any construction debris, grassing around courts, and site cleanup	Lsum.	1		\$
24	QA/QC Testing	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 payments 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.

**B. Addendum Receipt:**

Bidders shall acknowledge below the receipt of all addenda, if any. Addenda may be issued by the City to clarify, correct, or change the Bidding Documents. Only complete Addenda issued by the City's Issuing Office will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking and acknowledging any Addenda prior to submittal.

ADDENDUM NO.   1   DATED:   3/3/2021  

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

**C. Bidder's License Information:**

Bidder's License Type:   Miscellaneous Professional Business    
  # 1065199  

Bidder's License Category (if any): \_\_\_\_\_  
  American Sports Builders Association  

Bidder's License Special Qualification (if any):   see attached certificate   (at end of bid package pg. 21)

Bidder's License No: \_\_\_\_\_

Bidder's License State: \_\_\_\_\_

License Name/Organization:   Court Surfaces

THIS RECEIPT IS ISSUED PURSUANT  
TO COUNTY ORDINANCE 87-88

# 2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 1065199  
EXPIRES September 30, 2021

TYPE OF BUSINESS 000132 \*MISCELLANEOUS PROFESSIONAL

BUSINESS ADDRESS 1528 VIRGILS WAY STE 6  
GREEN COVE SPRINGS, FL 32043

BUSINESS NAME COURT SURFACES  
OWNER EL FARO GROUP LLC

MAILING ADDRESS 5 LIGHTHOUSE AVE  
ST. AUGUSTINE, FL. 32080

X NEW BUSINESS TRANSFER ORIGINAL TAX	30.00
AMOUNT	30.00
PENALTY	.00
COLLECTION COST	
TOTAL	30.00



THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-8001774.0001-0001 701 08/25/2020 30.00

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

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



2331 Rock Spring Road  
Forest Hill, MD 21050

866.501.ASBA (2722)  
410.730.9595  
Fax: 443.640.1031

August 14, 2020

Court Surfaces  
1528 Virgils Way, Unit 6  
Green Cove Springs, FL 32043

To Whom It May Concern:

This letter is to confirm that Court Surfaces is a member of the American Sports Builders Association (ASBA). The company joined yesterday and is a member of the Builder Division. The definition of a Builder member is as follows:

**Builder Members:**

Any party who, for a period of two years, has been actively engaged in the building or surfacing of tennis courts, running tracks, indoor sports facilities, natural or synthetic turf sports fields or other athletic or recreational surfaces, or the installation of products or components related thereto, shall be eligible to be a Builder Member of the Association. Any applicant shall be deemed to meet the two-year requirement if a majority of the voting control of the applicant is held by individuals who at the time of the application are designated by the Association as a Certified Tennis Court Builder, a Certified Track Builder or a Certified Field Builder.

If you have any questions, please contact me at [cynthia@sportsbuilders.org](mailto:cynthia@sportsbuilders.org) or 866-501-ASBA.

Sincerely,

Cynthia M. Sanchez  
Director of Meetings & Member Services

**3. TIME OF COMPLETION**

Bidder agrees that furnishing the Goods and Special Services will conform to the schedule of procurement Contract times set forth herein:

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time (EST) *</b>
<b>1</b>	Notice of Award	3/16/2021	9:00 AM
<b>2</b>	<b><u>Mobilization</u></b>	<b>3/31/2021</b>	<b>8:00 AM</b>
<b>3</b>	Substantial Completion	5/15/2021	2:00 PM
<b>4</b>	Final Completion	6/14/2021	5:00 PM

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#### **4. ATTACHMENTS TO THIS BID**

A complete bid will include the above forms, the following attachments, and any other forms or information that the City deems necessary:

- A. Bid Bond, or Cashier's Check (*if using Bid Bond Fill out SECTION 400 and place N/A within Cashier's Check Information*)
- B. Execution of Bid
- C. List of Major Subcontractors
- D. SECTION 350 – Contractor's Questionnaire
- E. SECTION 375 – Sworn Statements, Acknowledgements, and Affidavits
  - (1) Non-Collusion Affidavit
  - (2) Certification Regarding Lobbying
  - (3) Anti-Kickback Affidavit
  - (4) Sworn Statement on Public Entity Crime Form
  - (5) Drug Free Workplace Form
- F. SECTION 400 – Bid Bond
- G. SECTION 500 – Performance Bond
- H. SECTION 510 – Payment Bond
- I. SECTION 520 – Certificate of Insurance
- J. SECTION 530 – Acknowledgement of Conformance with OSHA Standards
- K. SECTION 540 – Trench Safety Affidavit

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A. SECTION 400 - Bid Bond, or:

Circle One: BID BOND or CASHIER'S CHECK

Attached hereto is a cashier's check on the \_\_\_\_\_  
\_\_\_\_\_ Bank of \_\_\_\_\_  
\_\_\_\_\_ or Bid Bond for the sum of: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made  
payable to the City of Neptune Beach, Florida.

If using a Bid Bond please attach the appropriate Guaranty Documentation after the forms from SECTION 375.

B. EXECUTION OF BID:

(Affix Seal)

Heather Mcmandor  
(Name of Bidder)

Heather Mcmandor  
Signature of Officer

managing partner  
(Title of Officer)

Address: 1528 Virgils Way #6

City: Green Cove Springs State: FL. Zip: 32043

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Bryan Mcmandor 5 Lighthouse Ave. St. Augustine, FL. 32080  
Heather Mcmandor 5 Lighthouse Ave. St. Augustine, FL. 32080

Name of the executive who will give personal attention to the work:

Heather Mcmandor

C. List of Major Sub Contractors

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for 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	Address of Subcontractor
Asphalt *NO GC License required	All Pro Surfaces	675 Seminole Woods Blvd. Geneva, FL. 32732
Electrical Contractor GC License # EC113	Allstate Electrical Contractors Inc.	7447 Salisbury Rd. Jacksonville, FL. 32256
Fencing *NO GC License required	Krimp's Fence, Inc.	1624 Baden Powell Rd. Hawthorne, FL. 32640

**END OF SECTION**

**SECTION 350**

**CONTRACTOR'S QUESTIONNAIRE**

**QUALIFICATION STATEMENT**

Bidders may submit information on their own form and within their own format as long as the questions below are answered within the submission.

Submitted to: The Mayor and City Council of the City of Neptune Beach, Florida:

By: Court Surfaces

Principal Office: 1528 Virgils Way #6 Green Cove Springs, FL. 3204

How many years has your organization been in business under your present business name?  
18 months (under current name, 25+ years under previous name)

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? yes

If so, where in Florida are you licensed to do business? All of Florida, including Duval County

State of Florida Occupational License (State type and number):

Florida business license # 1065199

Federal ID No.: 84-2685724

**Please include copies of above licenses and certifications with Proposal.**

How many years of experience in similar work has your organization had?

(A) As a General Contractor 18 months under current name, 25+ years under previous name

(B) As a Subcontractor \_\_\_\_\_

(C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	Date Completed	Name of Owner
\$206K	new build tennis courts + resurfacing 5 tennis, 12 pickleball	August 2020	Spruce Creek Golf & Country
\$204K	ongoing annual resurfacing contract 70+ courts	2016 - Current	Seminole County
\$26,600	surface new build 4 tennis courts	October 2020	City of Lake City

\$84,240 new court build basketball April 2020 City of Atlantic Beach

How many years has your organization, or your subcontractor, had in the actual construction of outdoor ball courts?

25+ Years (18 months under new name)

List the detailed experience below:

Name & Tel. No. of Owner	Project Name	Date Completed
Thomas Henry 386-758-5425	Youngs Park	10/2020
Eric Klotz 407-665-2100	Seminole County	2016-current
Bob Moody 352-307-0696	Spruce Creek	8/2020
Jeff Peters 850-833-9574	City of Fort Walton	12/2020
Larry Collins 386-755-8066	Columbia High School	1/2020
Jim Rigbee 904-247-5834	City of Atlantic Beach	4/2020

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

NO

Have you ever failed to complete any work awarded to you? NO

If so, where and why? N/A

Has any officer or partner in your organizations ever failed to complete a contract handled in their own name? NO

If so, state the name of the individual, name of owner, and reason thereof:

N/A

In what other lines of business are you financially interested or engaged?

none - only our sports court building and resurfacing company

Give references as to experience, ability and financial standing.

Our company was originally formed 25+ years ago and several of our supervisors are still on staff providing their expertise in the field. We have a high percentage of repeat customers that provide a steady flow of jobs. This has allowed for our success both quality & financial.

What equipment do you own that is available for the proposed Work and where is it located?

vehicles, trailers, concrete saws, sanders, pressure washers, fork lifts, tape machines and a wide array of resurfacing tools. All are located in Green Cove Springs and easy to mobilize.

Financial Statement: Our company averages 2.5 million in annual gross revenue with an average net income of \$250+k

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

Bank of America  
TD Bank

**I hereby certify that the above answers are true and correct.**

Name of Bidder: Heather Memandon

Signature of Officer: Heath Memandon

Title of Officer: managing partner

**END OF SECTION**

**SECTION 375**

**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 Heather Mcmandon Court Surfaces, (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: Heath Mcmandon

Title: managing partner

Subscribed and sworn before me this 8<sup>th</sup> day of MARCH, 2021, by

HEATHER McMANDON, who is personally known to me or has produced

\_\_\_\_\_ as identification. JF

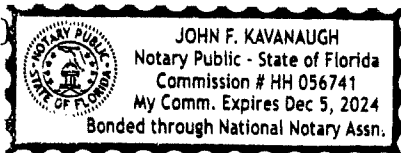
Notary Public

My Commission expires: DEC 05 2024

JOHN KAVANAUGH

Print Name

(Affix Seal)



**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, Heather Memandon, 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

Heath Memandon

Date:

3/9/2021

Name and Title of Contractor's Authorized Official

Heather Memandon  
managing partner



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: Heather McManon

Title: managing partner

Subscribed and sworn before me this 8<sup>TH</sup> day of MARCH, 2021, by

HEATHER McMANON, who is personally known to me or has produced

\_\_\_\_\_ as identification. [Signature]

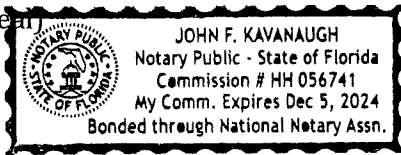
Notary Public

My Commission expires: DEC 05 2024

John KAVANAUGH

Print Name

(Affix Seal)



**SPACE INTENTIONALLY LET BLANK**

**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: Heather Memandon, managing partner

Print Name and Title

for: Court Surfaces

Print Name of Entity Submitting Sworn Statement

whose business address is:

1528 Virgils Way #6  
Green Cove Springs, FL. 32043

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-2685724

*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

- 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.]**

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: Heath McManon

Title: managing partner

Subscribed and sworn before me this 8<sup>th</sup> day of MARCH, 2021, by

HEATHER McMANON, who is personally known to me or has produced

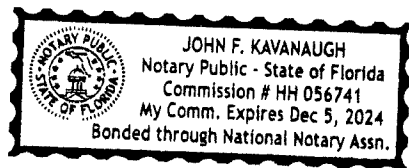
\_\_\_\_\_ as identification.

[Signature]  
Notary Public

My Commission expires: DEC 05 2024

John KAVANAUGH  
Print Name

(Affix Seal)



SPACE INTENTIONALLY LEFT BLANK

**5. Drug-Free Workplace Form**

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

Court Surfaces does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Heath McManis

3-9-2021

Proposer's Signature

Date

**END OF SECTION**

**SECTION 400**  
**BID BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_

\_\_\_\_\_ El Faro Group, LLC dba Court Surfaces \_\_\_\_\_ as Principal, and

\_\_\_\_\_ Philadelphia Indemnity Insurance Company \_\_\_\_\_, as Surety,

a Corporation chartered and existing under the laws of the State of Pennsylvania, with its principal offices in the City of Bala Cynwyd, and authorized to do business in the State of Florida are held and firmly bound unto the City of Neptune Beach, \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ the penal sum of \_\_\_\_\_  
\_\_\_\_\_ 5% of Bid Amount \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ 5% of Bid Amount \_\_\_\_\_

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS THE PRINCIPAL HAS SUBMITTED THE ACCOMPANYING BID, DATED March 10, 2021, FOR:**

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

**NOW, THEREFORE:**

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this 10th day of March, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

WITNESSES:

PRINCIPAL:

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

El Faro Group, LLC dba Court Surfaces  
Name of Firm

\_\_\_\_\_  
Signature of Authorized (Affix Seal)

\_\_\_\_\_  
Title

1528 Virgils Way #6

Business Address

Green Cove Springs, FL 32043

City, State & Zip Code

WITNESSES:

Christie Devine

Christie Devine

SURETY:

Philadelphia Indemnity Insurance Company

[Signature]  
Attorney-In-Fact, John D. Weisbrot (Affix Seal)

One Bala Plaza, Suite 100

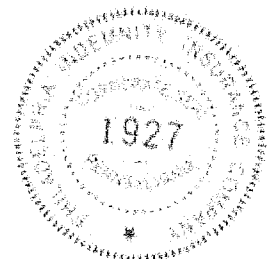
Business Address

Bala Cynwyd, PA 19004-1403

City, State & Zip Code


Lance Surety Bond Associates, Inc.

Name of Local Insurance Agency



**CERTIFICATES AS TO CORPORATE PRINCIPAL**

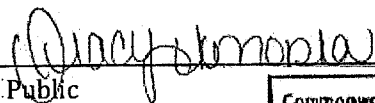
I, Heather McManis certify that I am the Secretary of the Corporation named as Principal in the within bond; that John D. Weisbrof who signed said bond on behalf of the principal, was then attorney of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond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

  
 \_\_\_\_\_  
 Secretary (Corporate Seal)

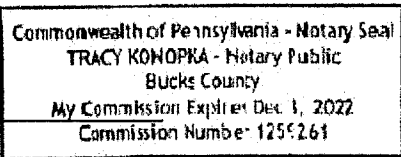
STATE OF PENNSYLVANIA     )  
   )  
 SS: COUNTY OF BUCKS        )

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared John D. Weisbrof, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Philadelphia Indemnity Insurance Company and that he has been authorized by Philadelphia Indemnity Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the City of Neptune Beach, Florida.

Sworn and Subscribed to before me this 10th day of March, 2021.

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

Tracy Konopka  
 (Printed Name)  
 Pennsylvania  
 State of Florida at Large (Seal)



(Attach Power of Attorney to original Bid Bond)

My commission expires: December 3, 2022

**END OF SECTION**



Bond # BID

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE OR STEVEN M. VARGA, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESO LVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: ( 1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and ( 2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

RESO LVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHERE OF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



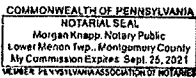
(Seal)

Robert

Handwritten signature of Robert D. O'Leary Jr.

D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

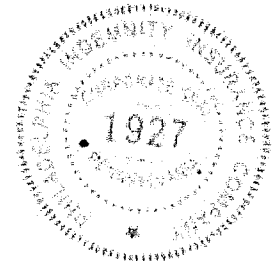
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of March, 2021.



Handwritten signature of Edward Sayago.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



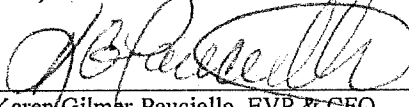
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

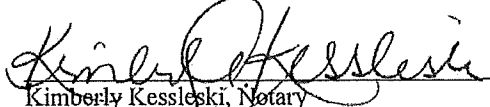
**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus  
(in thousands, except par value and share amounts)**

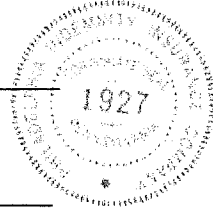
<u>Admitted Assets</u>	As of December 31,	
	2019	2018
Bonds (fair value \$7,329,360 and \$7,036,118)	\$ 7,059,903	\$ 7,018,246
Preferred stocks (fair value \$23,575 and \$46,324)	22,761	46,213
Common stocks (cost \$65,563 and \$14,897)	64,634	14,853
Mortgage loans	803,679	473,067
Real estate	10,305	1,514
Other invested assets (cost \$231,120 and \$211,099)	243,127	219,251
Derivatives	-	157
Receivables for securities sold	684	1,109
Cash, cash equivalents and short-term investments	<u>59,534</u>	<u>65,668</u>
Cash and invested assets	8,264,627	7,840,078
Premiums receivable, agents' balances and other receivables	874,835	968,504
Reinsurance recoverable on paid losses	54,706	34,694
Accrued investment income	76,312	82,576
Receivable from affiliates	657	5,480
Federal income taxes receivable	28,027	-
Net deferred tax asset	134,628	121,266
Other assets	<u>3,541</u>	<u>5,586</u>
Total admitted assets	<u>\$ 9,437,333</u>	<u>\$ 9,058,184</u>
<u>Liabilities and Capital and Surplus</u>		
Liabilities:		
Net unpaid losses and loss adjustment expenses	\$ 5,007,616	\$ 4,581,608
Net unearned premiums	1,597,243	1,616,043
Reinsurance payable on paid loss and loss adjustment expenses	45,391	30,374
Ceded reinsurance premiums payable	100,299	89,591
Commissions payable, contingent commissions and other similar charges	216,136	234,551
Federal income taxes payable	-	3,141
Funds held	66,937	61,944
Payable to affiliates	16,383	13,148
Provision for reinsurance	78	-
Payable for purchased securities	58,784	20,741
Accrued expenses and other liabilities	<u>27,116</u>	<u>37,562</u>
Total liabilities	<u>7,135,983</u>	<u>\$ 6,688,703</u>
Capital:		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>1,910,779</u>	<u>1,978,910</u>
Total surplus	<u>2,296,850</u>	<u>2,364,981</u>
Total capital and surplus	<u>2,301,350</u>	<u>2,369,481</u>
Total liabilities and capital and surplus	<u>\$ 9,437,333</u>	<u>\$ 9,058,184</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Attest: Kimberly A. Kessleski, Notary Public  
 Lower Merion Twp., Montgomery County  
 My Commission Expires Dec. 18, 2020  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

  
 Karen Gilmer-Pauciello, EVP & CFO

  
 Kimberly Kessleski, Notary



Sworn to before me this 27th day of May 2020.

**SECTION 500**  
**PUBLIC PERFORMANCE BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as  
Principal, hereinafter called Contractor, and \_\_\_\_\_  
as Surety, hereinafter called Surety, are held firmly bound unto the City of Neptune Beach, as  
Obligee, hereinafter called, Owner, in the amount of: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, contractor has by written agreement dated \_\_\_\_\_, 2021, entered  
into a Contract with Owner for:

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

in accordance with Drawings and Specifications prepared by the City Engineer which Contract is by  
reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that,  
if the Principal shall in all respects promptly and faithfully perform and comply with the terms  
and conditions of said Contract and his obligations thereunder and shall indemnify the Owner  
and the Consulting Engineer and save either or all of them harmless against and from all costs,  
expenses and damages arising from the performance of said Contract or the repair of any work  
thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and  
effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provision of said Contract.
- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of " \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_".

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

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 \_\_\_\_\_, 2020.

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

(Attach Power of Attorney  
to original Bid Bond)

\_\_\_\_\_  
(Printed Name)

State of Florida at Large (Seal)

My commission expires: \_\_\_\_\_

**END OF SECTION**

**SECTION 510**  
**PAYMENT BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as  
Principal, hereinafter called Contractor, and \_\_\_\_\_  
as Surety, hereinafter called Surety, are held firmly bound unto the City of Neptune Beach, as  
Obligee, hereinafter called, Owner, in the amount of: \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, contractor has by written agreement dated \_\_\_\_\_, 2021, entered  
into a Contract with Owner for:

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

in accordance with Drawings and Specifications prepared by the City Engineer which Contract is by  
reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that,

if the Principal shall promptly make payment to all claimants, as herein below defined, then this  
obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the  
following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and  
supplies, used directly or indirectly by the said Principal or any subcontractor in the  
prosecution of the work provided for in said Contract, and is further defined in Section  
255.05(1) of the Florida Statutes.
- B. The above-named Principal and Surety hereby jointly and severally agree with the Owner  
that every claimant as herein defined, who has not been paid in full before the expiration  
of a period of ninety (90) days after performance of the labor or after complete delivery  
of materials and supplies by such claimant, may sue on this Bond for the use of such  
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due

claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant.
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
  2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
  3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of " \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_ ".



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

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, Heather McManis certify that I am the Secretary of the Corporation named as Principal in the within bond; that John D. Weisbrot who signed said bond on behalf of the principal, was then attorney 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.

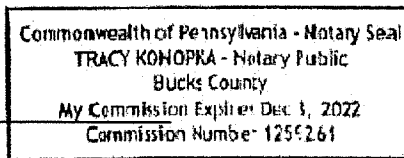
Heather McManis  
Secretary (Corporate Seal)

STATE OF PENNSYLVANIA )  
 )  
SS: COUNTY OF BUCKS )

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared John D. Weisbrot to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Philadelphia Indemnity Insurance Company and that he has been authorized by Philadelphia Indemnity Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the City of Neptune Beach, Florida.

Sworn and Subscribed to before me this 10th day of March, 2021.

Tracy Konopka  
Notary Public



(Attach Power of Attorney to original Bid Bond)

Tracy Konopka  
(Printed Name)  
Pennsylvania  
State of Florida at Large (Seal)

My commission expires: December 3, 2022

**END OF SECTION**

**SECTION 520**  
**CERTIFICATE OF INSURANCE FORM**

THIS IS TO CERTIFY THAT THE JP Perry Insurance, Inc.  
(Insurance Company)  
 Address 3342 Kori Rd., Jacksonville, FL. 32257  
 of \_\_\_\_\_

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of Neptune Beach (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the City Clerk, copy to City Manager.

Insured Court Surfaces  
 Address 1528 Virgils Way # 6  
 Status of Insured: \_\_\_\_\_ Corporation  Partnership \_\_\_\_\_ Individual \_\_\_\_\_  
 Location of Operations Insured Green Cove Springs, FL.  
 Description of Work:

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

**INSURANCE POLICIES IN FORCE:**

<b>Forms of Coverage</b>	<b>Policy Number</b>	<b>Exp. Date</b>
Workers Comp./Employers Liability	<u>XWS60356977</u>	<u>9/20/2021</u>
Comprehensive Automobile Liability	<u>5281766300</u>	<u>5/1/2021</u>
Comprehensive General Liability	<u>78818969</u>	<u>5/1/2021</u>
Excess Liability	_____	_____
Other (Please specify type: _____)	_____	_____

**POLICY INCLUDES COVERAGE FOR:**

**YES                      NO**

1.	Additional Insured: Owner & Engineer	X	
2.	Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.		X
3.	All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner.	X	
4.	Contractual Liability	X	
5.	Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	X	
6.	Products/Completed Operations	X	
7.	Owners and Contractors Protective Liability	X	
8.	Personal Injury Liability	X	
9.	Excess Liability applies excess of:		X
	(a) Employers Liability		
	(b) Comprehensive General Liability		
	(c) Comprehensive Automobile Liability		

TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Bodily Injury	\$ Statutory
Employers Liability	Bodily Injury	\$ 1,000,000 Each
	Disease	\$ 1,000,000 Accident Each
	Disease	\$ 1,000,000 Person Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$ 1,000,000 Each Accident





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2021

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

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

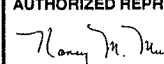
<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068	<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 1-800-524-7024 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> EL FARO GROUP LLC  DBA: COURT SURFACES 1528 Virgils Way, Suite 6 Green Cove Springs FL 32043	<b>INSURER A :</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1874331      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	XWS60356977	09/20/2020	09/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Neptune Beach 116 1st Street  Neptune Beach FL 32266	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2021

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

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

<b>PRODUCER</b> JP Perry Insurance, Inc 3342 Kori Road Jacksonville, FL 32257	<b>CONTACT NAME:</b> Lori A. Stratton <b>PHONE (A/C, No, Ext):</b> (904) 482-1696 <b>FAX (A/C, No):</b> (904) 900-2222 <b>E-MAIL ADDRESS:</b> lstratton@jpperry.com														
<b>INSURED</b> El Faro Group, LLC dba Court Surfaces 1528 Virgils Way Ste. 6 Green Cove Springs, FL 32043	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td style="text-align: center;">10190</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Company</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Auto-Owners Insurance Company	18988	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			78818969	5/1/2020	5/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5281766300	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is named as additional insured in regards to General Liability as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Neptune Beach  
 116 1st Street  
 Neptune Beach, FL 32266

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

AUTHORIZED REPRESENTATIVE

**SECTION 530**  
**ACKNOWLEDGEMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

TO THE CITY OF NEPTUNE BEACH:

We, El Faro Group, LLC dba Court Surfaces, hereby acknowledge and agree that as Contractors for the construction of the JARBOE PARK COURT IMPROVEMENTS, CITY OF NEPTUNE BEACH, FLOIRDA, CONB BID NO. 2021-01, within the limits of the City of Neptune Beach, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Neptune Beach, and its Consulting Engineers against any and all legal liability or loss the City, or the Engineer may incur due to Court Resurfacing

Failure to comply with such act.

By: Heather McManon

Title: Managing partner

Subscribed and sworn before me this 10th day of March, 2021, by

Lori Stratton, who is personally known to me or has produced

Lori Stratton as identification.

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

Notary Public

Lori Stratton

Print Name

(Affix Seal)



Lori Stratton  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG950505  
Expires 1/25/2024

**END OF SECTION**



**SECTION 540**  
**TRENCH SAFETY AFFIDAVIT**

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

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

The Bidder further identifies the costs as follows:

<b>Trench Safety Item (Description)</b>	<b>Unit Quantity</b>	<b>Units of Measure</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
---	--------------------------	-----------------------------	----------------------	--------------------------

BASE BID ITEMS:

- A. NA based on the scope of work provided
- B. ie All demolition work of existing courts has been completed by the City. The City will bring all court areas up to appropriate subgrade prior to any installation of new asphalt court surfaces.
- C. \_\_\_\_\_

Alternate No. 1 Items:

Based on the scope of work provided in this Bid, there will be no qualifying trench work in excess of 5'.

TOTAL \$: \_\_\_\_\_

**Failure to Complete the above information shall result in the Bid being rejected.**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

*Death Memardor*

Proposer's Signature

3-9-2021

Date

**END OF SECTION**

**SECTION 600**  
**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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(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)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
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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 therefor.
    - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
  - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

## 2.05 Preliminary Conference

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

## 2.06 Safety

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

## ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

### 3.01 Intent

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

### 3.02 Reference Standards

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

### 3.03 Reporting and Resolving Discrepancies

#### A. *Reporting Discrepancies*

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

assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.
- B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:
1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
  2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

### 3.04 Requirements of the Procurement Drawings and Procurement Specifications

- A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.
- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

### 3.05 Reuse of Documents

- A. Seller and its subcontractors and suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written

consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

#### **ARTICLE 4—COMMENCEMENT AND SCHEDULE**

##### **4.01 Commencement of Procurement Contract Times**

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

##### **4.02 Continuing Performance**

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

##### **4.03 Adjustments to Progress Schedule**

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

##### **4.04 Delays**

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or

interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. inspection delays by governmental authorities, and custom delays;
  4. international shipping delays;
  5. acts or failures to act of third-party entities; and
  6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller’s entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
1. Seller’s entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller’s obligations, as of the time of the delay, disruption, or interference.
  2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.
  3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller’s progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller’s progress; (4) the number of days’ increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

## **ARTICLE 5—BONDS AND INSURANCE**

### **5.01 Performance, Payment, and Other Bonds**

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller’s obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.



- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.
- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

#### 5.02 Insurance

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

#### 5.03 Surety or Insurance Companies

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that

are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

## **ARTICLE 6—LICENSES AND FEES**

### **6.01 Intellectual Property and License Fees**

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

### **6.02 Seller's Infringement**

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

### 6.03 Buyer's Infringement

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

## **ARTICLE 7—SELLER'S RESPONSIBILITIES**

### 7.01 Performance of Obligations

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

### 7.02 Labor, Materials and Equipment

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

### 7.03 Laws and Regulations

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

### 7.04 "Or Equals"

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

any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.

- C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 Taxes

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

7.06 Submittals

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Seller shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
- 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to

provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.
- b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
  2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
  3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.
- E. *Submittals Other than Shop Drawings and Samples*
1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
    - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

#### 7.07 Indemnification

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

personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 Concerning Subcontractors and Suppliers

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

**ARTICLE 8—SHIPPING AND DELIVERY**

8.01 Shipping

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

8.02 Delivery

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

8.03 Risk of Loss

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



## ARTICLE 9—BUYER’S RIGHTS

### 9.01 Seller’s Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller’s warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller’s warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
  - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
  - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
  - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller’s obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
  - 1. observations by Buyer, Engineer, or Project Owner;
  - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
  - 3. use of the Goods by Buyer or Project Owner;
  - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
  - 5. the end of the correction period established in Paragraph 9.04;
  - 6. the issuance of a notice of acceptance;
  - 7. any inspection, test or approval by others; or
  - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller’s warranties or guarantees.

### 9.02 Inspections and Testing

- A. *General Provisions*
  - 1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller’s facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
  3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
  4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
  5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
  6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
  7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.
- B. *Visual Inspection on Delivery*
1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
  2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.
- C. *Final Inspection*
1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
  2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
  3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

### 9.03 Non-Conforming Goods and Special Services

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.
- B. *Buyer's Rejection of Non-Conforming Goods*
1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
  2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
  3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.
- C. *Buyer's Rejection of Non-Conforming Special Services*
1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
  2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
  3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.
- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.
- F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be

conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 Correction Period

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

**ARTICLE 10—ENGINEER'S STATUS**

10.01 Engineer's Role Defined

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

10.02 Duties and Responsibilities; Authority; Limitations

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

interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

## **ARTICLE 11—CHANGES**

### **11.01 Amending and Supplementing the Procurement Contract**

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

### **11.02 Change Orders**

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

### **11.03 Change Directives**

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or

documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

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

#### 11.04 Field Orders

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

#### 11.05 Buyer-Authorized Changes in the Goods and Special Services

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

#### 11.06 Buyer's Contingency Allowance

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

11.07 Unauthorized Changes in the Goods and Special Services

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

11.08 Change of Procurement Contract Price

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

11.09 Change of Procurement Contract Times

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

11.10 Notification to Surety

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

**ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION**

12.01 Claims

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

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

#### 12.02 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.



- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
  - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
  - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
  - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

## **ARTICLE 13—PAYMENT**

### **13.01 Applications for Progress Payments**

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

### **13.02 Review of Applications for Progress Payments**

- A. *Review of Applications*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
    - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
    - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.

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

### 13.03 Basis and Amount of Progress Payments

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

### 13.04 Suspension of or Reduction in Payment

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:
1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
  2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
  3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
    - c. Seller has failed to provide and maintain required bonds or insurance;
    - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
    - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
    - g. the Procurement Contract Price has been reduced by Change Orders;
    - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
    - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
    - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

### 13.05 Final Payment

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

### 13.06 Waiver of Claims

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

## **ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION**

### 14.01 Cancellation

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

#### 14.02 Suspension of Performance by Buyer

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

#### 14.03 Suspension of Performance by Seller

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
  1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
  2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

#### 14.04 Breach and Termination

##### A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

##### B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

## **ARTICLE 15—MISCELLANEOUS**

### **15.01 Giving Notice**

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **15.02 Controlling Law**

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

### **15.03 Computation of Time**

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **15.04 Cumulative Remedies**

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

### **15.05 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

### **15.06 Entire Agreement**

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

**END OF SECTION**

**SECTION 700**  
**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 Project Manual, 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 CONTRACTOR shall include the specific item specified from the manufacturer or supplier indicated.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.02.A In the first line, change the term “...one...” to read”...three...”.

**ARTICLE 3 – PROCUMENT CONTRACT DOCUMENTS**

3.01.G Add the following Paragraph 3.01G: “The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall submit a copy of the Notice of Commencement to the OWNER 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 CONTRACTOR has furnished a Payment Bond for the improvement of real property and the OWNER will look to the CONTRACTOR’s Payment Bond for protection on the work in accordance with Chapter 713.23 Florida Statues.”
- 4.

#### ARTICLE 5 – BOND AND INSURANCE:

5.01B Delete Paragraph 5.01.B in its entirety and replace with the following:

“B. The CONTRACTOR shall provide a two (2) year warranty bond, after the date of Substantial 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 Contractor’s use by Owner or permitted by Laws and Regulations as contemplated.”

5.02.H Add the following new paragraphs after paragraph 5.02.E:

“H. The Contractor shall procure and maintain, at its sole expense for the period of construction of the Project and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated below:

<u><b>Insurance:</b></u>	<u><b>Minimum Limits:</b></u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Aggregate	\$2,000,000.00
Builder Risk/ Installation Floater	Full Replacement
Umbrella	\$1,000,000.00
Automobile (hired & non-owned 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 City. 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 CONTRACTOR, the CONTRACTOR may purchase and maintain at CONTRACTOR's expense CONTRACTOR's own liability insurance as will protect Owner 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 CONTRACTOR 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 CONTRACTOR that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract. CONTRACTOR's insurance coverage shall be primary insurance as respects to the OWNER for all applicable policies. The coverages, limits and/or endorsements required herein protect the primary interests of the OWNER, 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 CONTRACTOR against any loss exposures, whether as a result of this Agreement or otherwise. This property insurance shall:

1. include the interests of OWNER, CONTRACTOR, 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 CONTRACTOR's insurance coverage shall be primary insurance as respects to the Owner, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the OWNER, its officials, employees, or volunteers shall be excess of the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR's care, custody or control including transit to and from the Work site;

6. allow for partial utilization of the Work by OWNER 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 OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

"G. The CONTRACTOR 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 OWNER as an Additional Insured shall be at the CONTRACTOR'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 OWNER, ENGINEER, and ENGINEER's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER's employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR."

#### 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"

**Contractor's Application for Payment**

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

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:** \_\_\_\_\_

<b>Recommended by Engineer</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____  <b>Approved by Funding Agency</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
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**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

Owner: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	J Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
<b>Original Contract Totals</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____
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Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
<b>Original Contract</b>												
<b>Original Contract Totals</b>					\$	-	\$	-	\$	-	\$	-









March 11, 2021

To Whom it May Concern,

Our company, Court Surfaces, has been in the sports court building and resurfacing business for 25+ years. We hold a business license, which is the only legal requirement for the scope of work we directly perform. Sport court building involves 4 disciplines: paving, surfacing, equipment/fencing installation and electrical. The electrical aspect of court building is the one discipline that does require a GC license. We subcontract this scope of work to an electrical contracting company which carries their own GC license.

Additional information to note is that we are a registered member of the Builder Division of the American Sports Builders Association which is only awarded to those companies who have actively been engaged in the building and resurfacing of tennis courts or other recreational surfaces for a minimum of 2 years.

Our 25+ years of experience in court building and surfacing gives us complete confidence in our ability to perform the scope of work planned for the Jarboe Park improvements.

Sincerely,

Heather McMandon  
Managing Member

CITY OF NEPTUNE BEACH

**CONSTRUCTION OF TENNIS, PICKLEBALL, BASKETBALL AND  
VOLLEYBALL COURTS AT JARBOE PARK**

*CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS*

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**BID DUE**

**March 10, 2021**

**AT 2:00PM**

**MANDATORY**  
**'PRE-BID' MEETING**

**February 17, 2021**

**AT 10:00AM**

**CITY OF NEPTUNE BEACH**  
**CONSTRUCTION OF TENNIS, PICKLEBALL,**  
**BASKETBALL AND VOLLEYBALL COURTS AT JARBOE PARK**  
*CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS*

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**DIVISION 1                      GENERAL REQUIREMENTS**

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**APPENDICES**

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**SECTION 100**  
**NOTICE OF BID INVITATION**  
**CITY OF NEPTUNE BEACH**  
**Duval County, Florida**  
**Construction of Tennis, Pickleball, Basketball**  
**and Volleyball Courts at Jarboe Park**

**ADVERTISEMENT FOR BIDS**

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (City), will be accepting sealed Bids in triplicate, for the construction of various ball courts in Jarboe Park, at City Hall located at: **116 1<sup>st</sup> St. Neptune Beach, Fl. 32266**, until **2:00 pm** local time on **March 10<sup>th</sup>, 2021**. Bids shall be opened during a publicly held meeting of the City Manager or his designee, City Clerk, and appropriate department head(s) on March 10<sup>th</sup>, 2021 at 4:00 pm at 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266, at which time the Bids received will be publicly opened and referred to a committee comprised of the City Manager, City Clerk, Chief Financial Officer, Public Works Director, and Grants Manager.

**CONB Bid No. 2021-01 Jarboe Park Court Improvements**

The Selected Bidder shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following: acrylic color-coated asphalt, and sand court construction including base and pad preparation; curbing; fencing; court lighting; equipment necessary for Tennis Courts, Pickleball Courts, Volleyball Courts and a Basketball Court. All materials, methods of construction, equipment and standards must be in accordance with the Federal, State and City laws, rules, standards and ordinances.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the bid form, and will be made to the lowest, best and most responsible bidder selected by the City.

The Issuing Office for the Bidding Documents is the Neptune Beach City Manager's Office, 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266. Telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. Contact Stefen Wynn, at [CM@nbfl.us](mailto:CM@nbfl.us).

Any questions prior to bid opening shall be directed, in writing, via email to Stefen Wynn, at [CM@nbfl.us](mailto:CM@nbfl.us)

Partial sets of Bidding Documents will not be available from the City of Neptune Beach. Neither the City nor any staff members will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office of the City of Neptune Beach.

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays during normal working hours.

**There will be a mandatory pre-bid meeting on Wednesday, February 17, 2021 at 10:00 AM, local time, at the 'Neptune House' in Jarboe Park: 510 Florida Blvd. Neptune Beach. Fl. 32266.** A Representative of the City will be present to discuss the Project. All Bidders will be responsible for any information discussed at the pre-Bid meeting. Bids will not be accepted from bidders who did not attend the mandatory pre-bid meeting.

Bid security shall be furnished in accordance with the Instructions to Bidders. If the contract is awarded to a bidder and the bidder fails to accept or execute such contract as awarded without a valid excuse, the security shall be forfeited.

Bids shall be in triplicate and properly and completely executed on the provided bid forms included in the Specifications. The bid documents shall include properly and completely executed Bonding Capacity Certification Letter. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information including a copy of the bidders Financial Statements and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2021-01 Jarboe Park Court Improvements to be opened at 2:00 p.m., local time, March 10th, 2021" addressed to the City Manager, City of Neptune Beach, 116 1<sup>st</sup> Street, Neptune Beach, Florida 32266, so as to guard against opening prior to the date and time set therefore. No bid shall be returned to the bidder or withdrawn by the bidder after the same has been received by the City Clerk. Only sealed bids shall be received and considered.

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 City's sole and absolute judgment, will be in the best interest of the City in any manner thereof.

Sincerely,

Stefen A.B. Wynn  
City Manager

Date: January 28, 2021

Publish: February 4, 2021

Pre-Bid Meeting: February 17, 2021

Due: March, 10, 2021

**SECTION 200**  
**INSTRUCTION TO BIDDERS**

**1. SEALED BIDS**

Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

**Date: March 10, 2021**

**Time: 2:00 PM**

**Place: Neptune Beach City Hall  
116 1<sup>st</sup> St.  
Neptune Beach, Fl. 32266**

**2. SCHEDULE OF EVENTS**

No.	Event	Date	Time (EST) *
1	Advertisement to Bid	2/4/2021	9:00 AM
2	<b><u>Mandatory Pre-Bid Meeting</u></b> 510 Florida Blvd. Neptune Beach, Fl. 32266	<b>2/17/2021</b>	<b>10:00 AM</b>
3	Deadline to Submit Questions	2/24/2021	2:00 PM
4	Deadline for City Responses to Questions	3/3/2021	5:00 PM
5	<b>Deadline to Submit Bid Response</b>	<b>3/10/2021</b>	<b>2:00 PM</b>
6	Evaluation of Bid Responses	3/10 - 14/2021	8:00 AM - 5:00 PM
7	Announcement of Selected Contractor	3/15/2021	6:00 PM

*\*The City reserves the right to change the scheduled dates and time.*



### **3. DEFINITION OF TERMS**

<i>Bid/Proposal</i>	The documents submitted by the Bidder in response to the request for either a Bid or Proposal. When evaluation criteria is used, the term Bid within this document shall mean Proposal.
<i>Bidder/Proposer</i>	Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.
<i>Business Day</i>	A day other than Saturday, Sunday, or a National Holiday.
<i>City</i>	The City Council of the City of Neptune Beach, or the City Manager, if applicable.
<i>City Engineer</i>	The City's general engineering consultant.
<i>City Manager</i>	The City's chief administrative officer and Project Manager.
<i>Collusion</i>	Secret or illegal cooperation or conspiracy, especially in order to cheat or deceive others. This shall also mean, but is not limited to mean, price fixing, bid manipulation, bid fixing and bid rigging.
<i>Contract</i>	The Contract for Construction to be executed by Contractor and City for the Work.
<i>Contractor</i>	The person, firm or corporation with whom the City has executed a Contract for the Work.
<i>Days</i>	Shall refer to calendar days.
<i>Issuing Office</i>	The City's office from which the Bidding Documents and any addenda, if necessary, are to be issued and where the bidding procedures are to be administered.
<i>Project Manager</i>	The City Manager of the City.
<i>Responsible Bidder</i>	In order to be considered a, "Responsible Bidder," the Bidder must possess integrity as well as adequate equipment and personnel to do the Work within the time limits that are established and adequate financial status to meet the obligations to perform the Work. The Bidder must not have defaulted on a prior Contract, or not behind by ten (10) percent or more on completing an approved progress schedule for the City at the time of advertisement, or been disbarred by any agency. The City may reject the Bid for obvious lack of experience or expertise, and failure to perform or meet financial obligations on previous agreements of any Bidder, if the City believes that it would not be in the best interest of the Project to make an award to that Bidder.

*Responsive Bidder*

Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications. 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.

*Work*

The services required by the Contract documents, including labor and materials.

**4. Delivery of Bids**

All Bids, whether mailed or delivered in person, shall be submitted in triplicate within a SEALED ENVELOPE bearing on the outside the following project information as well as the name of the Bidder and his address clearly marked:

**BID ENCLOSED - CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS TO BE OPENED AT 2:00 PM, LOCAL TIME, MARCH 10, 2021**

Addressed to:

**City of Neptune Beach  
Attn: Stefen Wynn, City Manager  
116 1<sup>st</sup> St.  
Neptune Beach, Fl. 32266**

All Bids must be received by the City no later than Wednesday March 10, 2021 at 2:00 PM.

**5. BID GUARANTY**

A certified or cashier's check drawn on a national or state bank, or bid bond, in the amount of **five percent (5%)** of the total Bid, shall accompany each Bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates with insurance and bond documents. The Bid bond shall be from a surety with at least an A- rating under Best's Guidelines, made payable to: The City of Neptune Beach. Failure to supply the Bid Guaranty or an incomplete Bid Guaranty will result in the rejection of the Bid.

## 6. **BID FORMS**

The Bidder shall submit an original Bid on the Bid forms attached to this REQUEST FOR PROPOSAL. The Bidder shall fill in all blank spaces completely for each and every unit item for which the Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to each item of Work. In the case of optional items or alternatives, the words, "No Bid," "No Change," or, "Not Applicable" may be entered.

The Bid shall include:

- 1) Agreement/Contract
- 2) Bid Forms
- 3) Bid Guarantee
- 4) Certificate or Evidence of Insurance
- 5) Qualifications Statement
- 6) Non-Collusion Affidavit
- 7) Certification Regarding Lobbying
- 8) Anti-Kickback Affidavit
- 9) Sworn Statement on Public Entity Crime Form
- 10) Drug Free Workplace Form
- 11) Trench Safety Affidavit

## 7. **SIGNATURE ON BID**

The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

## 8. **AWARD OF CONTRACT**

The award of the agreement will be to the lowest responsive and responsible Bidder; whose qualifications indicate the award will be in the best interest of the City and whose bid complies with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the City Manager is satisfied that the Bidder is qualified to do the work and have the necessary organization, capital and equipment to carry out the work in the specified timeframes. In evaluating the responsibility, the City may also consider previous contracts with the City, past performance and experience with other contracts, compatibility of the project team with City personnel, and any other criteria deemed relevant by the City. If the City accepts a Bid, the City will provide a written notice of award to the lowest responsive and responsible Bidder, who meets the requirements of section 2.10.1. If the successful Bidder to whom the Contract is awarded forfeits the Award by failing to meet the conditions of Subsection 13, the City may at the City's sole option, award the agreement to the next lowest Responsive and Responsible Bidder or reject all bids or re-advertise the Work.

The City, at its sole discretion, may consider the lowest responsive and responsible bidder as the bidder who has the lowest bid amount for: CONB BID NO. 2021-01 JARBOE PARK COUR IMPROVEMENTS.

**9. COST OF BIDS**

All expenses involved with the preparation and submission of Bids to the City or any work performed in connection therewith, shall be borne by the Bidder(s). No payments shall be made for any responses received, nor for any other effort required or made by the Bidder(s) prior to commencement of work as defined by the Agreement duly approved by the City Council.

**10. EVALUATION AND CRITERIA**

Proposals will be evaluated in accordance with weighted criteria listed below:

	Maximum Points Available
Experience in Court Construction	30
Proposers Qualifications	15
References	15
Cost	40
<hr/>	
<i>TOTAL</i>	<i>100</i>

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Short listed proposals may be selected for an interview prior to a recommendation being presented to the City Council. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are, “responsible and responsive.”

**DESCRIPTION OF EVALUATION CRITERIA(S):**

**EXPERIENCE IN COURT CONSTRUCTION (30 POINTS):** The City recognizes that installing outdoor court surfaces for Tennis, Pickleball, Volleyball and Basketball requires a specialty to ensure a safe playing field. Each Proposer will be evaluated on their experience in completing similar projects and their apparent expertise in ball court construction. Particular emphasize should be given on how many outdoor ball courts the firm has completed.

**PROPOSER QUALIFICATIONS (15 POINTS):** Each Proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasize should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as part of the qualifications portion of their proposal.

**REFERENCES (15 POINTS)**: As part of the Proposal evaluation process, the City will conduct an investigation of references, including a record check or history of consumer affairs complaints. Proposer's submission of a Proposal constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Only relevant experience will be considered in regards to acceptable governmental references.

**COST (40 POINTS)**: Each Proposer shall provide a unit cost with a total for the service proposed. The City has an annually approved budget with which to work and must ensure that the best interests of the City are met through awarding the proposal that best meets the criteria contained within this document and the best possible price to the City. The City processes payments on a monthly basis and invoices received from the awarded Proposer should include a detailed description of quantities used and labor exercised for the project. This Project, or any portion thereof, may span beyond a single budget year and is subject to the City's budget approval process. This Project and the Bidder's services could be suspended from time to time for various periods of time, or during the performance of the proposed scope of work, permanently, or temporarily, by the action of the City.

## **11. SCOPE OF WORK**

Since 2018, the City has conducted many public hearings and design charettes to arrive at a consensus for a Master Plan for the Park. As a result, the City hired an Engineer and Landscape Architect to produce and design improvements to Jarboe Park. Previously awarded improvements to the park include: connectivity to the East Coast Greenway trail system; playground and fitness equipment upgrades; and entrance and bridge improvements.

The City recognized that, although contained within the park, improvements to the outdoor ball courts require specialized care and expertise.

Improvements to the Jarboe Park Ball Courts are composed of:

- a. Refurbishment and installation of equipment for (2) Volleyball Courts and associated pavilion
- b. Construction of (8) Pickleball Courts including placement of equipment and striping
- c. Construction of (2) Tennis Courts including placement of equipment and striping
- d. Construction of (1) Non-Regulation Sized Basketball Court including placement of equipment and striping
- e. Installation of necessary fencing, gates, and associated appurtenances
- f. Installation of LED lighting, light posts, conduits, panels, and associated electrical work

All demolition work of existing courts has been completed by the City. The City will bring all court areas up to appropriate subgrade prior to any installation of new asphalt court surfaces.

The following is a summary of the scope of work: minor sitework to include finish subgrade; adding base material to all asphalt ball court areas; install Type III Asphalt top/finish coat to court areas; saw cut all edges of ball courts; install all tennis, pickleball, basketball and

volleyball equipment; install vinyl-coated galvanized chain link fencing and gates around ball courts; install conduits, light poles and LED light fixtures and install electrical panel and pull wire for power to all light poles; and install pavilion, sand and refurbish sand volleyball courts; and install vinyl-coated polyester wind screens along fences.

## **12. RIGHT TO REJECT BIDS**

The City reserves the right to accept or reject any and/or all Bids or parts of Bids to workshop or negotiate any and all Bids, to waive irregularities, and to request re-Bids on the required materials or services.

## **13. ELIGIBLE BIDDERS**

The City reserves the right, before awarding a Contract, to require the Bidder to submit evidence of their qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the Bidder. The Contract will be awarded only to a Bidder fully qualified to undertake the proposed Work. All material or services must meet all applicable and Federal, State and Local specifications and permit requirements. In accordance with 23 CFR 635.112 (e), no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

## **14. RETURN OF THE BID GUARANTY**

All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed.

## **15. EXECUTION OF CONTRACT**

The successful Bidder(s) shall, within (10) days of receipt of a written notice of the Award of the Agreement, deliver to the City a fully-executed Agreement and all requested certificates of insurance and bonds.

## **16. FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT**

The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds as specified in Subsection 13 will result in forfeit of the Award. Each Bidder agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid guaranty of the forfeiting Bidder will be retained by the City, not as forfeiture or a penalty, but as liquidated damages.

## **17. TIME AND AWARD**

The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the City review, award, and execute the Agreement.

## **18. INTERPRETATION AND CLARIFICATION**

All questions about the meaning or intent of the Bid documents and specifications shall be directed in writing to the City Manager's Office, Stefen Wynn, M.P.A., at: 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266. Interpretation or clarifications considered necessary by the City in response to such questions will be issued by means of addenda electronically mailed or delivered to all parties that are on record with the City Clerk as having requested and received the Bid Documents. Provided however, that it is each Bidder's sole responsibility to be informed of any changes to the REQUEST FOR PROPOSAL in the form written addenda and the City shall not be responsible for any Bidder's failure to receive the same. The City has the right to rely on all Bids received and the submittal of a Bid shall represent the Bidder's acknowledgement that he has read and understood the REQUEST FOR PROPOSAL and any addenda thereto. Written questions must be received by: Wednesday, February 24, 2021 at 2:00 PM. Only questions answered by written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

## **19. BID MODIFICATIONS**

No modifications shall be submitted by Bidder or accepted by the City.

## **20. WITHDRAWAL OF A BID**

A Bidder may withdraw their Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of Withdrawal should be made in writing to the City Manager's Office, Stefen Wynn, M.P.A., at: 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266.

## **21. OPENING OF BIDS**

Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the Bid opening.

## **22. PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a Contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the City, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the Contract, and may cause the Contractor debarment.

## **23. CITY LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the Work or the percentage method of unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the Agreement are as follows:

- a. Contractor shall have and maintain during the term of the Agreement all appropriate City licenses, and fees for which shall be paid in full in accordance with the City's fee structure for such licenses. Typically, there will not be any percentage reduction or waiving of City license fees.
- b. During the performance of the Agreement there may be times when the Contractor will be required to obtain a City permit for the Work. It is the responsibility of the Contractor to ensure that they have the appropriate City permits to perform such Work as may become necessary during the performance of the Agreement. Any fees related to City required permits in connection with the Agreement will be waived by the City. Licenses, permits, and fees that may be required by the County, State, or Federal entities are not included in the above list, and remain the responsibility of the Contractor to obtain.

## **24. INSURANCE**

The awarded Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Article 5 ("Contract for Construction") of the Agreement. The awarded Bidder shall include with their Bid either Certificates of Insurance evidencing same or documentation from their insurer evidencing insurability of the Bidder to meet the insurance requirements.

## **25. BONDS**

In addition to a Bid Bond, a performance and payment Bond for the entire Grand Total Bid Amount shall be required by the winning Proposal as a condition of any resulting Contract.



## **26. QUALIFICATION OF SURETIES**

Generally, the following requirements shall be met by all surety companies furnishing bid, performance, payment or any other type of bonds:

- A. Qualifications as to companies being rated acceptably:
  - i. The surety shall be rated as, "A - X" or better as to general policyholders rating and class V or better as to financial category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc. of 75 Fulton Street, New York, NY., 10038.
  - ii. The surety shall be listed on the US Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Rev.) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
  - iii. All surety companies are subject to approval and may be rejected by the City without cause, in the same manner that Bids may be rejected.
- B. Limitations for bonding limits or bonding capital refer to the limit or amount of bond acceptable on any one risk.
  - i. The bonding limit of the surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
- C. Requirements:
  - i. Policy holder's surplus is required to be five (5) times the amount of any one bond.
  - ii. The agent countersigning the bond shall be a resident of the State of Florida.

## **27. FAMILIARITY WITH LAWS**

The Bidders represent that by submitting a Bid, they are familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect the Work.

## **28. EXAMINATION OF BIDDER'S FACILITIES**

The City, as part of its evaluation may perform an examination of the Bidder's facilities. The City Manager or designee, as part of the evaluation may perform this examination.

The term facilities as used in this REQUEST FOR PROPOSAL shall include, but not limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible that the City may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of

mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and City Ordinances.

Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. The City reserves the right to perform such examinations on the Successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Agreement.

## **29. PROTEST PROCEDURES**

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract, the notice of protest shall be filed in the following manner:

### *A. Right to Protest*

With respect to contracts over \$100,000.00 any actual bidder, or qualified Proposer (hereinafter collectively referred to as, "Bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), or invitation for bid for goods and/or services (hereinafter, collectively referred to as the, "Bid") may protest to the City Manager. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in the Code of the City of Neptune Beach, any written guidelines issued by the City, and the specifications, requirements and/or terms set forth on any bid.

### *B. Bid Protest*

Any protest concerning the bid specifications, requirements and/or terms must be made within three (3) Business Days from the time the facts become known and, in any case, at least two Business Days prior to the opening of Bids. Such protest must be made in writing to the City Manager, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

### *C. Protest After Opening Bids*

Any protest after the bid opening, including challenges to actions of any evaluations or selection committee as provided above shall be submitted in writing to the City Manager. The City will allow such bid protest to be submitted anytime until two (2) business days following the release of the City Manager's written recommendation to the City Council, as same is set forth and released in the City Council Agenda Packet, for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements contained herein. All actual bidders shall be notified in

writing (which may be transmitted by electronic communication), following the release of the City Manager's written recommendations to the City Council.

*D. Reasonable Reimbursement*

The City may require reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but are not limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

*E. Authority to Resolve Protests*

The City Manager shall have the authority to settle and resolve a protest as outlined herein. The City Manager's decision shall be final and only be changed by a majority vote of the City Council.

*F. Responsiveness*

Prior to any decision being rendered under this section with respect to a bid protest, the City Clerk and the City Attorney, shall certify whether the submission of the protester to the solicitation in question is responsive. The parties to protest shall be bound by the determination of the City Clerk and the City Attorney with regard to the issue of responsiveness.

*G. Distribution*

A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished promptly to the protestor.

*H. Stay of Procurements During Protest*

In the event of a timely protest, as described above, the City shall not proceed further with the solicitation or with the award pursuant to such bid until a decision is issued in the manner described above, unless a written determination is made by the City Manager, that the award pursuant to such bid must be made without delay in order to protect a substantial interest of the City.

*I. Remedy*

The institution and filing of a protest, as outlined above, is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the town concerning the subject matter of the protest.

*J. Protests Barred*

Untimely protests that don't meet the requirements outline above shall be barred. Any basis or grounds for a protest not set forth in the letter of protest as required above shall be deemed waived.

*K. Report*

At the time of the City Manager's written decision or recommendation for award of a Bid is presented at a meeting of the Mayor and City Council, the City Attorney will provide a legal opinion informing the Mayor and City Council about any legal issues relative to any bid protest filed in connection with the bid in question.

*L. No Waiver*

Nothing in the protest procedures shall waive the City's sovereign immunity pursuant to Florida Statute, Section 768.28.

**30. TERM OF CONTRACT**

The initial Work order will be substantially completed as determined by the City, within sixty (60) Calendar Days and be final within thirty (30) calendar days from then. The Work shall commence within fifteen (15) calendar days of the Effective Date of a contract to the awarded Bidder.

For purposes of CONB BID NO. 2021-01 JARBOE PARK COURT IMPROVEMENTS, the timeline begins upon notice of award to the winning Bidder on Tuesday March 16, 2021. Mobilization is expected to begin on Wednesday, March 31, 2021; Substantial Completion is expected by Saturday, May 15, 2021; and Final Completion is expected Monday, June 14, 2021.

The Work shall be completed and ready for final payment in accordance with contract documents received by the winning Bidder. The City may allow extended daily working hours and work on weekends if requested by the Contractor with advanced notice and approved by the City Manager in writing.

**CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT**

**END OF SECTION**

**SECTION 300**  
**PROPOSAL FORM**

**1. BUYER AND BIDDER**

This Bid is submitted to:

**City of Neptune Beach**  
**Attn: Stefen Wynn, City Manager**  
**116 1<sup>st</sup> St.**  
**Neptune Beach, Fl. 32266**

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents. The Bidder maintains that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder certifies that the Bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

The Bidder further declares that they have examined the site of the work and that from personal knowledge and experience, or that they have made sufficient observations of the conditions of the proposed Project Site to satisfy themselves that such site is a correct and suitable one for this work and they assumes full responsibility therefore, that they have examined the Drawings and Specifications for the work and from their own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and they have examined the other Contractual Documents relating thereto, including, but not limited to, the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and have read all addenda prior to the

receipt of bids, and that they have satisfied themselves fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

**2. BASIS OF BID**

*NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE AND FOR COMPARISON OF BIDS AND DOES NOT REPRESENT A MINIMUM OR MAXIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.*

*THE BIDDER FURTHER PROPOSES, CERTIFIES AND AGREES TO COMPLY IN ALL RESPECTS WITH THE TIME LIMITS FOR COMMENCEMENT AND COMPLETION OF THE WORK STATED IN THE CONTRACT FORM.*

**A. Unit Price Bids**

Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Unit Price(s):

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>
<b>1</b>	Mobilization & Demobilization (5% Max)	LSum.	1		\$
<b>2</b>	General Conditions including: bonds, insurance, shop drawings, temporary toilets, dumpsters, disposal fees, shipping, erosion controls, etc.	LSum.	1		\$
<b>3</b>	Construction Engineering	LSum.	1		\$
<b>4</b>	Fine Site Grading	AC	1.1		\$
<b>5</b>	3" Compacted Aggregate Base, #2's	CYD	375		\$
<b>6</b>	3" Compacted Aggregate Base, #53 Limestone	CYD	375		\$
<b>7</b>	(2) ¾" Asphalt Lifts (Type S-3)	SYD	3,650		\$
<b>8</b>	Install Tennis Net Poles, Installed in Concrete	Ea	2		\$
<b>9</b>	Install Tennis Nets with Adjustable Center Straps	Ea	2		\$
<b>10</b>	Heavy-Duty Basketball Goal Posts, 10', Installed in Concrete	Ea	1		\$
<b>11</b>	Heavy-Duty Basketball Goal Post, 8', Installed in Concrete	Ea	2		\$

<b>12</b>	Pickleball Net Posts, Installed in Concrete	Ea	16		\$
<b>13</b>	Pickleball Nets and Adjustable Center Straps	Ea	8		\$
<b>14</b>	10' High Galvanized vinyl - coated Chain Link Fencing, 9 gauge with 1 5/8" OD top rail; 7 gauge bottom tension cable bottom rail; 3" OD, Schedule 40 Galv. Polyester coated pipe 10' high terminal and gate posts; 2 1/2" OD galv. Polyester coated tubing at other vertical posts	LF	950		\$
<b>15</b>	4' x7' High Galvanized, vinyl-coated chain link fence gates, 9 gauge	Ea	5		\$
<b>16</b>	5" OD Round Tapered Steel polyester coated Light Poles, installed in concrete	Ea	30		\$
<b>17</b>	Scimitar 4 Brick LED light Fixtures, Factory Coated to Match Fence Color	Ea	50		\$
<b>18</b>	Electrical panel, timers, all required wiring and labor to install and hookup all light poles and light fixtures for all courts	Lsum.	1		\$
<b>19</b>	Refurbish and Reorient Beach Volleyball Courts, including labor to install new equipment	LSum.	1		\$
<b>20</b>	Furnish all necessary nets, poles and equipment for Beach Volleyball Courts	Ea.	2		\$
<b>21</b>	Prepare, clean, sand, level, fill and Finish Tennis Courts, pickleball courts and basketball court; to include installation of two coats of sand-filled acrylic color-coating; final striping of boundary lines	SY.	3650		\$
<b>22</b>	Concrete Ribbon Curb, 6" wide x 18" deep along perimeter of ball courts abutting the playground equipment with Engineered Wood Fiber.	LF	260		\$
<b>23</b>	Site Restoration including removal of any construction debris, grassing around courts, and site cleanup	LSum.	1		\$
<b>24</b>	QA/QC Testing	LSum.	1		\$
<b>Total of All Unit Price Bid Items</b>					<b>\$</b>

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payments 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.

**B. Addendum Receipt:**

Bidders shall acknowledge below the receipt of all addenda, if any. Addenda may be issued by the City to clarify, correct, or change the Bidding Documents. Only complete Addenda issued by the City's Issuing Office will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking and acknowledging any Addenda prior to submittal.

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

**C. 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: \_\_\_\_\_



**3. TIME OF COMPLETION**

Bidder agrees that furnishing the Goods and Special Services will conform to the schedule of procurement Contract times set forth herein:

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time (EST) *</b>
<b>1</b>	Notice of Award	3/16/2021	9:00 AM
<b>2</b>	<b><u>Mobilization</u></b>	<b>3/31/2021</b>	<b>8:00 AM</b>
<b>3</b>	Substantial Completion	5/15/2021	2:00 PM
<b>4</b>	Final Completion	6/14/2021	5:00 PM

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#### 4. **ATTACHMENTS TO THIS BID**

A complete bid will include the above forms, the following attachments, and any other forms or information that the City deems necessary:

- A. Bid Bond, or Cashier's Check (*if using Bid Bond Fill out SECTION 400 and place N/A within Cashier's Check Information*)
- B. Execution of Bid
- C. List of Major Subcontractors
- D. SECTION 350 – Contractor's Questionnaire
- E. SECTION 375 – Sworn Statements, Acknowledgements, and Affidavits
  - (1) Non-Collusion Affidavit
  - (2) Certification Regarding Lobbying
  - (3) Anti-Kickback Affidavit
  - (4) Sworn Statement on Public Entity Crime Form
  - (5) Drug Free Workplace Form
- F. SECTION 400 – Bid Bond
- G. SECTION 500 – Performance Bond
- H. SECTION 510 – Payment Bond
- I. SECTION 520 – Certificate of Insurance
- J. SECTION 530 – Acknowledgement of Conformance with OSHA Standards
- K. SECTION 540 – Trench Safety Affidavit

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A. SECTION 400 - Bid Bond, or:

**Circle One: BID BOND or CASHIER'S CHECK**

Attached hereto is a cashier's check on the \_\_\_\_\_  
\_\_\_\_\_ Bank of \_\_\_\_\_  
\_\_\_\_\_ or Bid Bond for the sum of: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made  
payable to the City of Neptune Beach, Florida.

*If using a Bid Bond please attach the appropriate Guaranty Documentation after the forms from SECTION 375.*

B. EXECUTION OF BID:

(Affix Seal) \_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_  
Signature of Officer  
\_\_\_\_\_  
(Title of Officer)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

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

Name of the executive who will give personal attention to the work:

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

C. List of Major Sub Contractors

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for 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	Address of Subcontractor

**END OF SECTION**

**SECTION 350**

**CONTRACTOR'S QUESTIONNAIRE**

**QUALIFICATION STATEMENT**

*Bidders may submit information on their own form and within their own format as long as the questions below are answered within the submission.*

Submitted to: The Mayor and City Council of the City of Neptune Beach, Florida:

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

Principal Office: \_\_\_\_\_

How many years has your organization been in business under your present business name?

\_\_\_\_\_

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? \_\_\_\_\_.

If so, where in Florida are you licensed to do business? \_\_\_\_\_

\_\_\_\_\_

State of Florida Occupational License (State type and number):

\_\_\_\_\_

Federal ID No.: \_\_\_\_\_

**Please include copies of above licenses and certifications with Proposal.**

How many years of experience in similar work has your organization had?

(A) As a General Contractor \_\_\_\_\_

(B) As a Subcontractor \_\_\_\_\_

(C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	Date Completed	Name of Owner

How many years has your organization, or your subcontractor, had in the actual construction of outdoor ball courts?

\_\_\_\_\_ Years

List the detailed experience below:

Name & Tel. No. of Owner	Project Name	Date Completed

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

\_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has any officer or partner in your organizations ever failed to complete a contract handled in their own name? \_\_\_\_\_

If so, state the name of the individual, name of owner, and reason thereof:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In what other lines of business are you financially interested or engaged?

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Give references as to experience, ability and financial standing.

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What equipment do you own that is available for the proposed Work and where is it located?

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Financial Statement:

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What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

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**I hereby certify that the above answers are true and correct.**

Name of Bidder: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

**END OF SECTION**



**SECTION 375**

**SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS**

**1. NON-COLLUSION AFFIDAVIT**

State of Florida

County of Duval

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

1. Affiant is \_\_\_\_\_ of \_\_\_\_\_, (the “Bidder”) and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify:
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not collusive or a sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Neptune Beach or any person interested in the proposed Contract.

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by

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

Notary Public

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

(Affix Seal)

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

**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: \_\_\_\_\_

**3. Anti-Kickback Affidavit**

State of Florida

County of Duval

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

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by

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

\_\_\_\_\_ as identification. \_\_\_\_\_

Notary Public

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

(Affix Seal)

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

**SPACE INTENTIONALLY LET BLANK**

**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

- 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.]**

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

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

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

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

Notary Public

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

(Affix Seal)

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

**SPACE INTENTIONALLY LEFT BLANK**

**5. Drug-Free Workplace Form**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer’s Signature

\_\_\_\_\_  
Date

**END OF SECTION**

**SECTION 400**  
**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 penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, THAT WHEREAS THE PRINCIPAL HAS SUBMITTED THE ACCOMPANYING BID, DATED \_\_\_\_\_, 2021, FOR:

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

**NOW, THEREFORE:**

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.



B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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

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

WITNESSES:

PRINCIPAL:

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized (Affix Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

SURETY:

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

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Attorney-in-Fact (Affix

\_\_\_\_\_  
Seal) Business Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Secretary (Corporate Seal)

STATE OF FLORIDA            )  
  )  
SS: COUNTY OF DUVAL        )

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

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

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

(Attach Power of Attorney  
to original Bid Bond)

\_\_\_\_\_  
(Printed Name)

State of Florida at Large (Seal)

My commission expires: \_\_\_\_\_

**END OF SECTION**

**SECTION 500**  
**PUBLIC PERFORMANCE BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as  
Principal, hereinafter called Contractor, and \_\_\_\_\_  
as Surety, hereinafter called Surety, are held firmly bound unto the City of Neptune Beach, as  
Obligee, hereinafter called, Owner, in the amount of: \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, contractor has by written agreement dated \_\_\_\_\_, 2021, entered  
into a Contract with Owner for:

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

in accordance with Drawings and Specifications prepared by the City Engineer which Contract is by  
reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that,  
if the Principal shall in all respects promptly and faithfully perform and comply with the terms  
and conditions of said Contract and his obligations thereunder and shall indemnify the Owner  
and the Consulting Engineer and save either or all of them harmless against and from all costs,  
expenses and damages arising from the performance of said Contract or the repair of any work  
thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and  
effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provision of said Contract.
- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of " \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_".

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

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 \_\_\_\_\_, 2020.

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

(Attach Power of Attorney  
to original Bid Bond)

\_\_\_\_\_  
(Printed Name)

State of Florida at Large (Seal)

My commission expires: \_\_\_\_\_

**END OF SECTION**

**SECTION 510**  
**PAYMENT BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as  
Principal, hereinafter called Contractor, and \_\_\_\_\_  
as Surety, hereinafter called Surety, are held firmly bound unto the City of Neptune Beach, as  
Obligee, hereinafter called, Owner, in the amount of: \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, contractor has by written agreement dated \_\_\_\_\_, 2021, entered  
into a Contract with Owner for:

**JARBOE PARK COURT IMPROVEMENTS**  
**CITY OF NEPTUNE BEACH, FLORIDA**

in accordance with Drawings and Specifications prepared by the City Engineer which Contract is by  
reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that,

if the Principal shall promptly make payment to all claimants, as herein below defined, then this  
obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the  
following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and  
supplies, used directly or indirectly by the said Principal or any subcontractor in the  
prosecution of the work provided for in said Contract, and is further defined in Section  
255.05(1) of the Florida Statutes.
- B. The above-named Principal and Surety hereby jointly and severally agree with the Owner  
that every claimant as herein defined, who has not been paid in full before the expiration  
of a period of ninety (90) days after performance of the labor or after complete delivery  
of materials and supplies by such claimant, may sue on this Bond for the use of such  
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due

claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant.

1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.

2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

F. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of " \_\_\_\_\_ " and Financial Category of "Class \_\_\_\_\_".



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

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

WITNESSES:

PRINCIPAL:

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized (Affix Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

SURETY:

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

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Attorney-in-Fact (Affix

\_\_\_\_\_  
Seal) Business Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Secretary (Corporate Seal)

STATE OF FLORIDA            )  
  )  
SS: COUNTY OF DUVAL        )

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

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

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

(Attach Power of Attorney  
to original Bid Bond)

\_\_\_\_\_  
(Printed Name)

State of Florida at Large (Seal)

My commission expires: \_\_\_\_\_

**END OF SECTION**

**SECTION 520**  
**CERTIFICATE OF INSURANCE FORM**

THIS IS TO CERTIFY THAT THE \_\_\_\_\_  
(Insurance Company)

Address \_\_\_\_\_

of \_\_\_\_\_

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the City of Neptune Beach (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the City Clerk, copy to City Manager.

Insured \_\_\_\_\_

Address \_\_\_\_\_

Status of Insured: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Location of Operations Insured \_\_\_\_\_

Description of Work:

**JARBOE PARK COURT IMPROVEMENTS**

**CITY OF NEPTUNE BEACH, FLORIDA**

**INSURANCE POLICIES IN FORCE:**

<b>Forms of Coverage</b>	<b>Policy Number</b>	<b>Exp. Date</b>
Workers Comp./Employers Liability	_____	_____
Comprehensive Automobile Liability	_____	_____
Comprehensive General Liability	_____	_____
Excess Liability	_____	_____
Other (Please specify type: _____)	_____	_____

**POLICY INCLUDES COVERAGE FOR:**

**YES**

**NO**

- |    |  |       |       |
|----|--|-------|-------|
| 1. | Additional Insured: Owner & Engineer   | _____ |       |
| 2. | Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.               | _____ |       |
| 3. | All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner. | _____ |       |
| 4. | Contractual Liability  | _____ |       |
| 5. | Damage caused by explosion, collapse or structural injury, and damage to underground utilities.      | _____ |       |
| 6. | Products/Completed Operations  | _____ |       |
| 7. | Owners and Contractors Protective Liability  | _____ | _____ |
| 8. | Personal Injury Liability  | _____ | _____ |
| 9. | Excess Liability applies excess of:  | _____ | _____ |
|    | (a) Employers Liability  | _____ | _____ |
|    | (b) Comprehensive General Liability  | _____ | _____ |
|    | (c) Comprehensive Automobile Liability   | _____ | _____ |

**TYPES OF POLICY**

**FORMS OF COVERAGE**

**LIMITS OF LIABILITY**

Workers' Compensation	Bodily Injury	\$	Statutory
-----------------------	---------------	----	-----------

Employers Liability	Bodily Injury	\$ _____	Each Accident
	Disease	\$ _____	Each Person
	Disease	\$ _____	Policy Limit

Comprehensive Auto Liability	Combined Single Limit BI/PD	\$ _____	Each Accident
------------------------------	-----------------------------	----------	---------------



**SECTION 530**  
**ACKNOWLEDGEMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

TO THE CITY OF NEPTUNE BEACH:

We, \_\_\_\_\_, hereby acknowledge and agree that as Contractors for the construction of the JARBOE PARK COURT IMPROVEMENTS, CITY OF NEPTUNE BEACH, FLORIDA, CONB BID NO. 2021-01, within the limits of the City of Neptune Beach, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Neptune Beach, and its Consulting Engineers against any and all legal liability or loss the City, or the Engineer may incur due to \_\_\_\_\_

Failure to comply with such act.

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

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

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

Notary Public

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

(Affix Seal)

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

**END OF SECTION**

**SECTION 540**  
**TRENCH SAFETY AFFIDAVIT**

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

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

The Bidder further identifies the costs as follows:

<b>Trench Safety Item (Description)</b>	<b>Unit Quantity</b>	<b>Units of Measure</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
<u>BASE BID ITEMS:</u>				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Alternate No. 1 Items:

\_\_\_\_\_

\_\_\_\_\_ TOTAL \$: \_\_\_\_\_

**Failure to Complete the above information shall result in the Bid being rejected.**

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 600**  
**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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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
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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 therefor.
    - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
  - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

## 2.05 Preliminary Conference

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

## 2.06 Safety

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

## ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

### 3.01 Intent

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

### 3.02 Reference Standards

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

### 3.03 Reporting and Resolving Discrepancies

#### A. *Reporting Discrepancies*

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

assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.
- B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:
1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
  2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

### 3.04 Requirements of the Procurement Drawings and Procurement Specifications

- A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.
- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

### 3.05 Reuse of Documents

- A. Seller and its subcontractors and suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written

- consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

#### **ARTICLE 4—COMMENCEMENT AND SCHEDULE**

##### 4.01 Commencement of Procurement Contract Times

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

##### 4.02 Continuing Performance

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

##### 4.03 Adjustments to Progress Schedule

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

##### 4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or

interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. inspection delays by governmental authorities, and custom delays;
  4. international shipping delays;
  5. acts or failures to act of third-party entities; and
  6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
  2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.
  3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

## **ARTICLE 5—BONDS AND INSURANCE**

### **5.01 Performance, Payment, and Other Bonds**

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.

- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.
- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

#### 5.02 Insurance

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

#### 5.03 Surety or Insurance Companies

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that

are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

## **ARTICLE 6—LICENSES AND FEES**

### **6.01 Intellectual Property and License Fees**

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

### **6.02 Seller's Infringement**

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



### 6.03 Buyer's Infringement

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

## **ARTICLE 7—SELLER'S RESPONSIBILITIES**

### 7.01 Performance of Obligations

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

### 7.02 Labor, Materials and Equipment

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

### 7.03 Laws and Regulations

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

### 7.04 "Or Equals"

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

any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.

- C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

#### 7.05 Taxes

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

#### 7.06 Submittals

##### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

##### 1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to

provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.
  - b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
  2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
  3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.
- E. *Submittals Other than Shop Drawings and Samples*
1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
    - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

#### 7.07 Indemnification

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

personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.08 Concerning Subcontractors and Suppliers

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

### **ARTICLE 8—SHIPPING AND DELIVERY**

#### 8.01 Shipping

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

#### 8.02 Delivery

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

#### 8.03 Risk of Loss

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

## ARTICLE 9—BUYER’S RIGHTS

### 9.01 Seller’s Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller’s warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller’s warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
  - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
  - 3. use in a manner contrary to Seller’s written instructions for installation, operation, and maintenance; or
  - 4. normal wear and tear under normal usage.
- D. Seller’s obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller’s obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
  - 1. observations by Buyer, Engineer, or Project Owner;
  - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
  - 3. use of the Goods by Buyer or Project Owner;
  - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
  - 5. the end of the correction period established in Paragraph 9.04;
  - 6. the issuance of a notice of acceptance;
  - 7. any inspection, test or approval by others; or
  - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller’s warranties or guarantees.

### 9.02 Inspections and Testing

#### A. *General Provisions*

- 1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller’s facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

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

C. *Final Inspection*

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



### 9.03 Non-Conforming Goods and Special Services

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.
- B. *Buyer's Rejection of Non-Conforming Goods*
1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
  2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
  3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.
- C. *Buyer's Rejection of Non-Conforming Special Services*
1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
  2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
  3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.
- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.
- F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be

conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

#### 9.04 Correction Period

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

### **ARTICLE 10—ENGINEER'S STATUS**

#### 10.01 Engineer's Role Defined

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

#### 10.02 Duties and Responsibilities; Authority; Limitations

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

interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

## **ARTICLE 11—CHANGES**

### **11.01 Amending and Supplementing the Procurement Contract**

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

### **11.02 Change Orders**

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

### **11.03 Change Directives**

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or

documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

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

#### 11.04 Field Orders

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

#### 11.05 Buyer-Authorized Changes in the Goods and Special Services

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

#### 11.06 Buyer's Contingency Allowance

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

#### 11.07 Unauthorized Changes in the Goods and Special Services

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

#### 11.08 Change of Procurement Contract Price

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

#### 11.09 Change of Procurement Contract Times

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

#### 11.10 Notification to Surety

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

### **ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION**

#### 12.01 Claims

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

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

#### 12.02 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.

- C. If the mediation process does not result in resolution of the dispute, then Engineer’s written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
  - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
  - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
  - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

**ARTICLE 13—PAYMENT**

13.01 Applications for Progress Payments

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

13.02 Review of Applications for Progress Payments

A. *Review of Applications*

- 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer’s reasons for refusing to recommend payment.
- 2. Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer’s observations of Seller’s progress, as an experienced and qualified design professional, and on Engineer’s review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer’s knowledge, information and belief:
  - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
  - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
  - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Seller’s progress.

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

### 13.03 Basis and Amount of Progress Payments

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.



#### 13.04 Suspension of or Reduction in Payment

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:
1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
  2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
  3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
    - c. Seller has failed to provide and maintain required bonds or insurance;
    - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
    - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
    - g. the Procurement Contract Price has been reduced by Change Orders;
    - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
    - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
    - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

### 13.05 Final Payment

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

### 13.06 Waiver of Claims

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

## **ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION**

### 14.01 Cancellation

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

#### 14.02 Suspension of Performance by Buyer

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

#### 14.03 Suspension of Performance by Seller

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
  1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
  2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

#### 14.04 Breach and Termination

##### A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

##### B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

## **ARTICLE 15—MISCELLANEOUS**

### **15.01 Giving Notice**

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **15.02 Controlling Law**

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

### **15.03 Computation of Time**

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **15.04 Cumulative Remedies**

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

### **15.05 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

### **15.06 Entire Agreement**

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

**END OF SECTION**

**SECTION 700**  
**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 Project Manual, 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 CONTRACTOR shall include the specific item specified from the manufacturer or supplier indicated.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.02.A In the first line, change the term “...one...” to read” ...three...”.

**ARTICLE 3 – PROCUMENT CONTRACT DOCUMENTS**

3.01.G Add the following Paragraph 3.01G: “The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall submit a copy of the Notice of Commencement to the OWNER 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 CONTRACTOR has furnished a Payment Bond for the improvement of real property and the OWNER will look to the CONTRACTOR’s Payment Bond for protection on the work in accordance with Chapter 713.23 Florida Statues.”
- 4.

## ARTICLE 5 – BOND AND INSURANCE:

5.01B Delete Paragraph 5.01.B in its entirety and replace with the following:

“B. The CONTRACTOR shall provide a two (2) year warranty bond, after the date of Substantial 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 Contractor’s use by Owner or permitted by Laws and Regulations as contemplated.”

5.02.H Add the following new paragraphs after paragraph 5.02.E:

“H. The Contractor shall procure and maintain, at its sole expense for the period of construction of the Project and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated below:

<u><b>Insurance:</b></u>	<u><b>Minimum Limits:</b></u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Aggregate	\$2,000,000.00
Builder Risk/ Installation Floater	Full Replacement
Umbrella	\$1,000,000.00
Automobile (hired & non-owned 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 City. 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 CONTRACTOR, the CONTRACTOR may purchase and maintain at CONTRACTOR’s expense CONTRACTOR’s own liability insurance as will protect Owner 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 CONTRACTOR 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 CONTRACTOR that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract. CONTRACTOR’s insurance coverage shall be primary insurance as respects to the OWNER for all applicable policies. The coverages, limits and/or endorsements required herein protect the primary interests of the OWNER, 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 CONTRACTOR against any loss exposures, whether as a result of this Agreement or otherwise. This property insurance shall:

1. include the interests of OWNER, CONTRACTOR, 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 CONTRACTOR's insurance coverage shall be primary insurance as respects to the Owner, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the OWNER, its officials, employees, or volunteers shall be excess of the CONTRACTOR'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 or 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 CONTRACTOR'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 CONTRACTOR's care, custody or control including transit to and from the Work site;

6. allow for partial utilization of the Work by OWNER 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 OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

“G. The CONTRACTOR 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 OWNER as an Additional Insured shall be at the CONTRACTOR’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 OWNER, ENGINEER, and ENGINEER’s employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER’s employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR’s promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR.”

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”

**Contractor's Application 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: 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:** \_\_\_\_\_

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

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____	Owner's Project No.: _____
Engineer: _____	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: _____	
Contract: _____	

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Original Contract</b>								
			-			-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
<b>Original Contract Totals</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____	Owner's Project No.: _____
Engineer: _____	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: _____	
Contract: _____	

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Change Orders</b>								
						-		-
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						-		-
<b>Change Order Totals</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>Original Contract and Change Orders</b>								
<b>Project Totals</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Contract: \_\_\_\_\_

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
<b>Change Orders</b>													
					-		-		-		-		
					-		-		-		-		
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					-		-		-		-		
<b>Change Order Totals</b>					\$	-		\$	-	\$	-	\$	-
<b>Original Contract and Change Orders</b>													
<b>Project Totals</b>					\$	-		\$	-	\$	-	\$	-







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

<b>AGENDA ITEM:</b>	Special Meeting - Item 4
<b>SUBMITTED BY:</b>	City Manager Stefen Wynn
<b>DATE:</b>	3/10/2021
<b>BACKGROUND:</b>	<p>This recommendation does not include the additional work necessary for designing the landscaping, permitting, porch, parking lot, or final details of the exterior of the building. The Senior Activity Center will require the following work in order for the building to be completed. Work on the HVAC, Electrical, and Plumbing must be completed in order for the building itself to be considered ready for seniors.</p> <p>Approval of the work listed below is necessary for generating a budget to send a simple RFQ for design of the exterior appurtenances of the building.</p> <p>HVAC: (6) ground 3-ton condensers, and a (6) interior air handlers; and (6) disconnects. Buehler Air Conditioning is the lowest quote, most responsive and responsible quote.</p> <p>Electrical: Installation of transformer and main electrical panel disconnect. Limbaugh Electrical Contracting is a continuing services contract with the City through a 'piggy-back' with Atlantic Beach.</p> <p>Plumbing: Piping of all sanitary drains to single location for tying into sanitary sewer service line; and piping of all roof leaders to exterior faces of the building. Public Works is still working on three quotes, but Advantage Plumbing submitted a quote within the City Manager's approval authority, and unless a quote is received for less, the City Manager plans to approve the work with Advantage Plumbing. This is included in the request to help the Council understand the total cost of the project.</p>
<b>BUDGET:</b>	\$171,000
<b>RECOMMENDATION:</b>	Approval of the Buehler Air Conditioning Quote; the Electrical Quote from Limbaugh Electric; and the Plumbing Quote from Advantage Plumbing.
<b>ATTACHMENT:</b>	Draft Purchase Authorization for Air Conditioning with Three Quotes Quote from Limbaugh Electrical Contracting Quote from Advantage Plumbing

**CITY OF NEPTUNE BEACH, FLORIDA**

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

9653


**PURCHASE AUTHORIZATION**

Vendor Name: BUEHLER AIR CONDITIONING Date: 3 4 2021  
 Vendor Address: 207 20TH ST NORTH Phone Number: 233-8831  
JACKSONVILLE BEACH, FL 32250 Contact: RYAN O'CONNOR  
 Requesting Department: SENIOR CENTER Account to Charge: [REDACTED]  
 Purpose or Use: AC UNIT FOR SENIOR CENTER BUILDING  
 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
6	CARRIER COMFORT 14 SEER 3 TON  CONDENSER: (6) 25HCE436AP03 AIR HANDLER: (6) FB4CNP036L HEATER: (6) 10 KW	\$5,018.00	\$30,108.00
<b>TOTAL AMOUNT OF PURCHASE</b>			\$30,108.00

APPROVED:  3/4/2021  
Department Head Date

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

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

Prepared by: ANGIE BRIDGES



207 20th Street N | Jacksonville Beach, FL 32250  
Ph. (904) 233-8831 | CAC 1816716

March 4, 2021

NAME: Neptune Beach Senior Center  
STREET: 2010 Forest Ave  
CITY, STATE, ZIP: Neptune Beach, FL 32266  
PHONE: 904-401-0730 EMAIL: jeffreypaul@nbfl.us

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:**

Install new heat pump comfort systems. (6) New air handler stands, (6) new concrete pad and tie down kit, (6) new insulated copper lines and drain lines, (6) new float switches, (6) new toptech 4" filtration system, new supply and return trunk lines, apply coastal coating to condensers, includes 1<sup>st</sup> year maintenance agreement (2) visits, all required labor, permit and materials.

**Option 1: (6) Carrier Comfort 14 Seer 3 Ton @ \$5,018 Per System Total \$30,108**

Condenser: (6) 25HCE436AP03  
Air Handler: (6) FB4CNP036L  
Heater: (6) 10 KW

Excludes Required (5) 30 Amp Circuits and disconnect boxes for 3 Ton Heat Pumps  
Excludes Required (1) 40 Amp Circuit and disconnect box for 5 Ton Heat Pump

**Job Total: \$30,108**

**Equipment Warranty: 5 Years compressor, 1 year parts, 1 year labor**

We propose hereby to furnish material and labor-complete in accordance with above specifications. Payment to me made in full upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation of deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

Acceptance Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

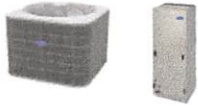
[www.buehlerair.com](http://www.buehlerair.com)

- Senior Center A/C



Proposed by: Rob Sanders  
1476 Atlantic Blvd.  
Neptune Beach, Florida 32266  
Tel : 9042196075  
rsanders@oceanstateac.com  
[oceanstateac.com](http://oceanstateac.com)  
License: CAC049310

City of Neptune BH Jeffrey Paul  
2010 Forest Ave.  
Neptune BH, FL 32266  
Tel : 904-401-0730  
JEFFREYPAUL@NBFL.US



### BUDGET

Your Investment:

**\$36,629**

#### 6 Systems Quoted

##### MODELS

**Carrier**  
25HCE436A003

- Comfort Series
- Single-Stage
- Heat Pump

**Carrier**  
FX4DNF037L00

- Air Handler
- Multi SpeedMotor
- TXV installed

**Carrier**  
CE0801N08

- Auxiliary Heater

**Included Deductions:**  
• PM DISCOUNT: CANNOT BE COMBINED WITH ANY OTHER DISCOUNTS OR REBATES.  
(\$1,927.85)

**Net Investment**  
**\$36,629**

-10 year parts limited to original purchaser upon timely registration  
-Otherwise 5 years (Applies to residential installation only)



Proposed by: Brandon Zaharie  
315 6th Ave South  
Jacksonville Beach, FL 32250  
Tel : 904-813-9159  
bzaharie@donovanac.com  
[www.donovanac.com](http://www.donovanac.com)

Neptune Beach  
2010 Forest  
Neptune Beach, FL 32266  
Tel : 904-401-0730  
jeffreypaul@nbfl.us



**(TOTAL \$35,868.00) X614 SEER 3 TON TEMPSTAR**

Your Investment:

**\$6,228**

**MODELS**

**Tempstar  
N4H436**

- Performance 14
- Single-Stage
- Heat Pump

- 10 Yrs Parts
- Registered within 90 Days
- Original Owner

**Tempstar  
FEM4X3600BL**

- Performance Series
- Multi Speed
- Air Handler
- 10 Yrs Parts
- No Hassle Replacement 1 Years
- Registered within 90 Days
- Original Owner

**Tempstar  
EHK07AKN**

- Auxiliary Heater

**Honeywell  
TH5220D1003**

- FocusPRO 5000
- Digital Non Programmable Thermostat

Other Incentives:  
• COUPON (\$250.00)

**Net Investment  
\$5,978**

Free flow Air hook up to existing ductwork install refrigerant lines under building to the back.

**FW: Sr. Center**

Stefen Wynn <cm@nbfl.us>

Thu 3/11/2021 11:08 AM

To: Catherine Ponson <clerk@nbfl.us>

Cc: Cheryl Bäck <acm@nbfl.us>

📎 1 attachments (17 KB)

NB Senior Citizens modular buildings.docx;



**Stefen Wynn, M.P.A.**

Neptune Beach City Manager

Phone: (904) 270-2400; ext.32

Email: [CM@nbfl.us](mailto:CM@nbfl.us)



---

**From:** Jim French <dpw@nbfl.us>

**Sent:** Wednesday, March 10, 2021 4:41 PM

**To:** Stefen Wynn <cm@nbfl.us>

**Subject:** Fw: Sr. Center

Cheers,

Jim French, PE

Public Works Director

City of Neptune Beach

(Licensed in Florida & Georgia)

2010 Forest Ave.

Neptune Beach, FL 32266

Office (904) 270-2423

Mobile (904) 930-8936

Under Florida law, e-mail addresses are public records. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify the sender immediately by telephone.

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**From:** alexlimbaugh <[alexlimbaugh@bellsouth.net](mailto:alexlimbaugh@bellsouth.net)>

**Sent:** Wednesday, March 10, 2021 4:32 PM

**To:** Jim French <[dpw@nbfl.us](mailto:dpw@nbfl.us)>

**Subject:** Re: Sr. Center

Jim,

Here you go I had this almost completed waiting on the transformer pad drawings. I do not have the pad included but I do have the installation of it included. You can include about 1500.00 for the pad and be covered under most situations. Let me know if I can help you any other way with this project.

Thank you,

Alex

Alex S. Limbaugh, President

Limbaugh Electrical Contracting, Inc.

904-241-9051 Office 904-249-0703 fax

EC13002296

On Wednesday, March 10, 2021, 02:55:33 PM EST, alexlimbaugh <[alexlimbaugh@bellsouth.net](mailto:alexlimbaugh@bellsouth.net)> wrote:

Jim,

Yes I can have every thing except the transformer pad and contribution in aide cost. I am still waiting on the drawings from BES engineering. Robert is supposed to be sending me his contribution in aide invoice for CONB and the pad drawings any day. He did call me end of last week to let me know he is working on it. I will call and check with him in the am. I have all the other pricing in my hands. Copper wire is very volatile. Price is changing daily. the supply house will only quote for 1 day. When we get ready to actually go I will have to re-price the wire runs.

Thank you,

Alex

Alex S. Limbaugh, President

Limbaugh Electrical Contracting, Inc.

904-241-9051 Office 904-249-0703 fax

EC13002296

On Wednesday, March 10, 2021, 02:29:54 PM EST, Jim French <[dpw@nbfl.us](mailto:dpw@nbfl.us)> wrote:

Alex:

Good afternoon. Can you have the cost for the Sr. Center electrical work this week so we can get it next week's council meeting. We would need it by Thursday (3/11/2021) at noon.

Cheers,

**Jim French, PE**

**Public Works Director**

**City of Neptune Beach**

(Licensed in Florida & Georgia)

2010 Forest Ave.

Neptune Beach, FL 32266

Office (904) 270-2423, ext. 4108

Mobile (904) 930-8936

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## Limbaugh Electrical Contracting, Inc.

42 West 8<sup>th</sup> Street  
Atlantic Beach, Fl. 32233  
904-241-9051 - 904-249-0703 fax

March 1, 2021

City of Neptune Beach  
C/O Jim French  
2010 Forest Ave.  
Neptune Beach, Fl. 32266  
904-930-8936

Job Location: Senior Citizens Modular building project

This job will be done under the City of Neptune Beach Annual Contract for Electrical troubleshooting, Repair and installation dated January 11<sup>th</sup> 2021.

Labor and materials to do the wire for following:

- 2 – 3” primary conduits from the new transformer pad location to the BES primary feed pole shown on site visit by Robert ALP Electrical Engineer with BES. We will install mule tape in each one.
- Install a prefab transformer pad on location discussed on site visit with Jim French on 02/25/21. No pad included. Waiting on BES specs for this as of 03/10/21.
- 1 – 1 phase 240 volt 600 amp underground service from the new BES transformer location. This will be done using parallel 3 inch PVC conduits and 2 - 350MCM THHN CU wire and 1 – 250 MCM THHN CU wire.
- 1 service equipment rack using 2 – 5X5X8 concrete poles and aluminum strut.
- 1 – 1 phase 240 volt 600 amp NEMA 3R rated panel board with 1 – 2 pole 200 amp feeder breaker and 5 – 2 pole 100 amp feeder breakers.
- 1 – 1 phase 200 amp feeder using 2” PVC conduit and 3 -3/0 THHN CU wire and 1 -#4 THHN CU wire
- 5 – 1 phase 100 amp feeders using 2” PVC conduit and 3 -#2 THHN CU wire and 1 -#8 THHN CU wire
- We will build a trapeze under the modular buildings using aluminum strut to allow for strapping of the feeder conduits
- CONB electrical permits as needed for BES requirements. It is assumed that these will be NC permits being it is on a city owned facility.

No BES fees are included. These are to be determined by BES Engineering. I will pass these cost directly to CONB to be paid directly to BES.

Estimated cost of materials less transformer pad is \$15,769.80

Estimated cost of labor based on 160 MH at experienced electrician rate \$9,360.00

Estimated cost of labor based on 160 MH at electrician helper rate \$6,240.00

Estimated cost of the project as listed is \$ 31,369.80.

Alex S. Limbaugh, President  
State Certified Electrical Contractor  
EC13002296 – ME295

## FW: City of Neptune Beach 2010 Forest Ave^J PVC Drainage 3-9-21

Stefen Wynn <cm@nbfl.us>

Wed 3/10/2021 4:55 PM

To: Catherine Ponson <clerk@nbfl.us>

Cc: Cheryl Bäck <acm@nbfl.us>

📎 1 attachments (96 KB)

City of Neptune Beach 2010 Forest Ave^J PVC Drainage 3-9-21.doc;



**Stefen Wynn, M.P.A.**

Neptune Beach City Manager

Phone: (904) 270-2400; ext.32

Email: [CM@nbfl.us](mailto:CM@nbfl.us)



---

**From:** Jeffrey Paul <jeffreypaul@nbfl.us>

**Sent:** Wednesday, March 10, 2021 1:14 PM

**To:** Jim French <dpw@nbfl.us>; Stefen Wynn <cm@nbfl.us>

**Subject:** Fw: City of Neptune Beach 2010 Forest Ave^J

PVC Drainage 3-9-21

---

**From:** Advantage Plumbing <[mail@advantageplumbing.net](mailto:mail@advantageplumbing.net)>

**Sent:** Tuesday, March 9, 2021 4:17 PM

**To:** Jeffrey Paul <[jeffreypaul@nbfl.us](mailto:jeffreypaul@nbfl.us)>

**Subject:** City of Neptune Beach 2010 Forest Ave^J PVC Drainage 3-9-21

Jeff,

Attached is the proposal for 2010 Forest Ave.

Please let me know if we can help answer any questions.

We look forward to working with you.

Judi Gause  
Advantage Plumbing  
904-247-9848



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*Twice the Team • Twice the Advantage*

P.O. Box 49225 • Jacksonville Beach, Florida 32240 • 904-247-9848 • 904-247-4419 • Fax 904-247-9891

**Date: March 9, 2021**

## **Proposal**

### **Project Identification:**

2010 Forest Ave  
Neptune Beach FL

### **This bid is submitted to:**

Jeffrey Paul  
904-401-0730  
jeffreypaul@nbfl.us

## **Scope of Services**

Hook up PVC drainage for 5 water closets, 6 lavatories, 2 urinals, 1 utility sink, 1 drinking fountain and 1 kitchen sink.

I found one water closet with a broken flange and one lavatory broken up in the wall. We will repair these items, but contractor will be responsible for drywall/FRP repair.

We will stub sewer out on east side for city to run sewer.

**ESTIMATE TOTAL:**

**\$3925.00**

**NOTES: Any unforeseen issues with more broken lines in walls, any water piping or fixtures not working properly will result in extra charges.**

---

**Thank you for considering our local company for your project.**

## This offer and agreement is conditioned as follows:

- 1) **Advantage Plumbing** (bidder) offers and agrees if this proposal is accepted, to enter into an agreement with the owner, in the form that proposal becomes a contract. A signed Proposal initiates scheduling of job.
- 2) **Bidder** agrees to perform the work in a timely manner and to complete all work as specified or indicated in the contract for the contract price in this proposal.
- 3) **All** changes to contract that create extra labor and material usage will be billed through signed and approved change orders at standard time and material rates.
- 4) **Owner** agrees that any work Advantage Plumbing is asked to perform over and above what is specified in the contract, i.e. change orders, will be performed as a time and material extra, not included in the contract price and will be paid as such even if change order is not signed.
- 5) **Bidder** upon acceptance of this bid will execute the agreement and will furnish the required liability and insurance certificates within 10 days after the award of the contract.
- 6) **Proposal** must be signed and returned prior to work beginning.
- 7) **Job** to be completed in three phases – underslab rough-in, overhead and wall work top out, and fixture installation and inspection trim. Extra trips will be billed as extras.
- 8) **No** floor cutting or removal allowance is included in the proposal, unless specified under scope of work.
- 9) **Freight charges** for special order items to be paid for by owner/builder.
- 10) **Advantage Plumbing** will warranty our craftsmanship (installation only of products and materials) for one year after completion of job. Products and material provided by Advantage Plumbing will carry the manufacturer's own warranty as applicable on defective products. The term "defective" shall not be construed as embracing damage that arises from misuse, negligence, Acts of God, normal wear and tear, or failure to follow operating or cleaning instructions. Warranty work will be performed during regular working hours.
- 11) **No warranty** will be provided if invoices are left unpaid or short paid when job is complete.
- 12) **Draws** to be paid when invoice is presented. If not paid, a service charge of 1.5 % of the unpaid balance per month (18%annum) plus all cost of collection, including attorney's fees incurred in the event of legal action will be assessed. No plumbing will be performed unless or until prior billings for this job have been paid.
- 13) **Prices** do not include permitting fees.

The above priced specifications and conditions are satisfactory and are hereby accepted. You have authorization to perform the work as specified above.

Owner Acceptance: \_\_\_\_\_ Date \_\_\_\_\_

Respectfully submitted: Greg Gause CFC1425959

Date: March 9, 2021

Our proposal is subject to any industry standard price increases. Proposal price is good for 30 days.



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

<b>AGENDA ITEM:</b>	Special Meeting - Item 5
<b>SUBMITTED BY:</b>	City Attorney Zachary Roth
<b>DATE:</b>	3/11/2021
<b>BACKGROUND:</b>	Resolution No. 2021-06, would allow Council Members to attend Council meetings and vote remotely under certain conditions. There would not need to be a formal vote each time this may occur.
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Consider Resolution No. 2021-06 for adoption
<b>ATTACHMENT:</b>	Resolution No. 2021-06



## **RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE CITY COUNCIL OF NEPTUNE BEACH, FLORIDA DEFINING "EXTRAORDINARY CIRCUMSTANCES" THAT WOULD ALLOW A MEMBER OF THE COUNCIL TO ATTEND, PARTICIPATE AND VOTE REMOTELY UNDER CERTAIN CONDITIONS; PROVIDING FOR AUTOMATIC APPROVAL OF THE COUNCIL FOR SUCH PARTICIPATION IN COVERED CIRCUMSTANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City Council of the City of Neptune Beach desires to create a rule of procedure regarding attendance by members of the Council at Council meetings via communications media technology ("CMT"); and

**WHEREAS**, there is no Florida statute and no case law on the subject for guidance, so Florida Attorney General Legal Advisory Opinions were utilized in forming a policy regarding the use of CMT; and

**WHEREAS**, Florida Attorney General Legal Advisory Opinion AGO 2003-41 concludes that "where a rule or statute contemplates that a meeting will be held in a public place with the members physically present, the participation of an absent member in the meeting by telephone conference should be permitted only in extraordinary circumstances and when a quorum of board members is physically present at the meeting" and further provides that a board may determine when such an absence constitutes an extraordinary circumstance; and

**WHEREAS**, the City Council, upon analysis of such Advisory Opinion and related materials, concludes that it may permit members to use CMT to attend, participate and vote at public board meetings, regardless of any additional authorization by executive order or otherwise, provided that: (1) a physical quorum is present at the meeting place that is reasonably open to the public; (2) extraordinary circumstances adopted by the board exist that prevent a member from physically attending the meeting place in person; (3) the board member and public attending the meeting place in person can hear and understand any board member that attends the meeting via CMT; and (4) such electronic participation by the member is not otherwise prohibited by the City's Charter, Code of Ordinances, or by state law; and

**WHEREAS**, the Council does not currently have any Charter or Code provisions or resolutions governing attendance of Council members by CMT; and

**WHEREAS**, the City Council determines that establishing conditions for which automatic approval is granted for Council member participation by CMT is in the best interest of the

orderly and efficient transaction of City business and for the health, safety, and welfare of the City Council, City staff, and members of the public attending Council meetings; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Neptune Beach, Florida:

**SECTION 1.** The City Council shall be deemed to have automatically granted authorization for Council members to attend, participate, and vote on matters that come before the Council via communications media technology ("CMT"), so long as the following conditions exist:

1. A quorum of the membership is physically present in the public meeting place;
2. The meeting has been properly noticed;
3. Members of the public are able to attend in-person or via CMT;
4. The Member(s) participating via CMT provide advance notice to the City Clerk of their intention to participate via CMT; and
5. Members participating and voting via CMT are doing so because they have requested in writing to do so, and have stated that they are unable to physically attend the meeting place due to an "extraordinary circumstance as defined by the Council." The Council has determined, in its good judgment, that an "extraordinary circumstance" includes, but is not limited to:

- a. the COVID-19 pandemic or other matter for which a state of emergency is declared by the State of Florida, City of Jacksonville, or City of Neptune Beach;
- b. other health related issues,
- c. military duty or deployment,
- d. extraordinary family circumstance, or
- e. mandatory business obligation.

**SECTION 2.** All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**SECTION 3.** This Resolution shall take effect immediately upon its passage and adoption.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Council Meeting held this \_\_\_\_\_ of \_\_\_\_\_, 2021.

---

Elaine Brown, Mayor

ATTEST:

---

Catherine Ponson, City Clerk



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

<b>AGENDA ITEM:</b>	Workshop Meeting - Item 2A
<b>SUBMITTED BY:</b>	North Florida Transportation Planning Organization
<b>DATE:</b>	3/11/2021
<b>BACKGROUND:</b>	Neptune Beach completed two related studies on mobility and parking in the last two years. In 2018, the Urban Land Institute conducted a Technical Assistance Panel. A draft Vision Plan was presented to Neptune Beach’s City Council October 19, 2020. This study summarizes the recommendations of these related studies and proposes additional strategies to consider meeting the parking and mobility needs in the Beaches Town Center.
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Review Recommendations of the Smart Parking Plan
<b>ATTACHMENT:</b>	TPO Smart Parking Plan





# Atlantic and Neptune Beach **Smart Parking Plan**





This project's purpose is to provide a roadmap for parking and mobility in the Beaches Town Center. The Beaches Town Center is located in Atlantic Beach and Neptune Beach at the eastern terminus of Atlantic Boulevard. The Beaches Town Center is highly valued by residents and visitors alike. It is a popular daytime and night time destination. This popularity results in parking congestion problems. The two cities instituted a paid parking pilot program and an on-demand shuttle system.

Atlantic Beach and Neptune Beach partnered to install a pay-by-plate parking system in 2019. Users pay at designated kiosk stations or use a proprietary mobile app called Flowbird®.

Parking is free in public parking spaces from midnight to 11 a.m. All spaces have a three-hour parking limit. No parking is allowed in Atlantic Beach between 3 a.m. and 5 a.m.

Paid parking is enforced from 11 a.m. to 12 midnight, seven days a week. The first 1/2 hour is free. Thereafter, the fees are \$1 per 1/2 hour. The maximum charge is \$6 if parked before 1:30 p.m. until 5 p.m. At 5 p.m. the timing resets and the maximum charge from 5 p.m. to midnight is another \$6. If you park before 1:30 p.m. you can be charged up to \$12. All spaces in Atlantic Beach have a three-hour time limit.



# EXECUTIVE SUMMARY



## Atlantic and Neptune Beach Smart Parking Plan

There are 229 on-street parking spaces, 165 in Neptune Beach and 64 in Atlantic Beach. Neptune Beach residents can park free in 35 spaces with a permit. Atlantic Beach residents can park in all 64 designated spaces free with a permit for three hours.

Parking data collected in November and December 2019 and January 2020 was analyzed. If the vacant properties in proximity to the Beaches Town Center are developed 200 additional parking spaces are needed.

Neptune Beach completed two related studies on mobility and parking in the last two years. In 2018, the Urban Land Institute conducted a Technical Assistance Panel. A draft Vision Plan was presented to Neptune Beach's City Council October 19, 2020. This study summarizes the recommendations of these related studies and proposes additional strategies to consider meeting the parking and mobility needs in the Beaches Town Center.

The following alternatives were evaluated. They are not mutually exclusive and can be implemented as short-term strategies.

1. Construct additional wayfinding through street monuments to direct drivers to public parking areas.
2. Reconfigure on-street parking on First Street to create 24 additional spaces. Maintenance crews can easily re-stripe these spaces following coordination with adjacent property owners.
3. Implement curbside management strategies for trucks, micromobility and Transportation Network Company (TNC) loading zones. The following steps are necessary to implement these strategies:
  - a. Update the parking ordinance for trucks and TNC loading zones.
  - b. Coordinate with the City of Jacksonville on the micromobility vendor selected to determine if this service can or should be allowed at the Beaches Town Center.
  - c. Coordinate with Beach Buggy and other TNCs to select a preferred loading area. Once selected the loading zones can be implemented using pavement markings and street signs. City parking ordinances may need updating.
4. Create a Transportation Management Organization (TMO) to coordinate funding and load balancing of parking on private properties. An economic study is needed to determine viability and coordination with property owners. If feasible and property owners agree, changes to the cities' ordinances are necessary. Private operating vendors can then be selected.
5. Address policy recommendations for changes in the minimum parking ratios for development within cities' ordinances. Although implementing maximum parking ratios may seem counterintuitive to addressing the need for more parking, intensifying the land uses will make demand management and the feasibility of constructing a new garage more attractive.
6. Continue to operate the Flowbird® smart parking system. Given the success of the pilot project, the Cities should advertise or enter into a longer-term agreement with the vendor.

7. Partner with regional agencies to develop an integrated parking app and management system. The North Florida Transportation Planning Organization and the City of St. Augustine are developing an integrated regional parking management app using Flowbird® meter data.
8. Create a flexible, open street by installing hydraulic bollards to close Atlantic Boulevard to vehicular traffic during peak periods or special events. Law enforcement personnel and temporary barriers are used to close streets. Bollards allow the Beaches Town Center to close vehicular traffic more frequently and reduce the resources needed. This alternative does not provide more parking but will help create a safer pedestrian environment. The next step in advancing this alternative should include public outreach and preliminary engineering to determine the costs to construct.

The following alternatives require significant investment and additional planning, engineering and coordination.

9. Construct a new parking garage. An economic study and property owner coordination are needed to determine the feasibility. Following this study, an invitation to negotiate can be issued for a public-private partnership to finance, construct and operate the parking garage. The cost estimate assumes the project will be constructed by the public sector and right-of-way obtained through eminent domain. A public-private partnership can likely construct the garage more efficiently.
10. Extend Lemon Street to divert traffic from Third Street and Atlantic Boulevard. This will allow road diets to be constructed on Third Street north of Lemon Street and Atlantic Boulevard east of the intersection created from the new connector. This option has the potential to create 35-50 additional spaces. Third Street and Atlantic Boulevard are both state roads and coordination with the Florida Department of Transportation and property owners is needed to determine its feasibility.
11. Construct a pedestrian mall by removing on-street parking and widening sidewalks along Atlantic Boulevard. Constructing a parking garage or the road diet along Third Street and Atlantic Boulevard is needed to off-set the loss in parking. A smaller project under development in the City of St. Augustine proposes to lease additional sidewalk space to adjacent businesses for project funding. After determining feasibility and coordinating with stakeholders, funding for the design and construction is needed.



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# PURPOSE





## Purpose

This project's purpose is to provide a roadmap for parking and mobility in the Beaches Town Center. The Beaches Town Center is located in Atlantic Beach and Neptune Beach at the eastern terminus of Atlantic Boulevard. The Beaches Town Center is highly valued by residents and visitors alike. It is a popular daytime and night time destination. This popularity results in parking congestion problems. The two cities instituted a paid parking pilot program and an on-demand shuttle system.

The Cities of Atlantic Beach and Neptune Beach collaborated in 2019 to launch a 2-year pilot parking program. Neptune Beach oversees the program to better manage parking in the shared Beaches Town Center located at the terminus of Atlantic Boulevard and Third Street. The pilot utilizes a pay-by-plate parking system with license-plate recognition (LPR) technology. Users pay at meter stations or use a proprietary mobile app called Flowbird®.

Figure 1. Study Area



Source: Base Map from esri World Navigation Map



Atlantic and Neptune Beach  
**Smart Parking Plan**

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2

# CURRENT SITUATION





## Current Situation

### LAND USE

The Beaches Town Center is an outgrowth of the historic small downtowns of Neptune Beach and Atlantic Beach which clustered around the terminus of Atlantic Boulevard. The Beaches Town Center has grown into a walkable area comprising approximately 13 acres in Neptune Beach and 8 acres in Atlantic Beach. The area fell into disrepair in the 1980s but began revitalizing when the cities of Neptune and Atlantic Beaches joined forces in the early 1990s to form the Beaches Town Center Agency. It is now a successful entertainment center with a core group of restaurants, bars and boutiques. Public and private sources funded improvements such as refurbished brick streets, decorative lighting, landscaping and public parking.

Highly valued by residents and visitors alike, The Beaches Town Center functions as the heart of Neptune Beach and Atlantic Beach. The Beaches Town Center benefits from the advantage of thousands of resident patrons living within easy walking and bicycling distance. Solutions such as constructing a parking garage and expanding the Beaches Town Center across Third Street to allow for growth and additional parking were proposed in prior studies.

The Beaches Town Center seems almost entirely built out due to parking limitations and height restrictions. Vacant parcels and surface parking lots can be redeveloped for future businesses and new public gathering spaces. The Beaches Town Center can be extended west across Third Street if a safe pedestrian crossing can be designed and constructed.<sup>1</sup>

Major land uses are shown on **Figure 2**.

---

<sup>1</sup> This section was extracted from Neptune Beach Community Vision Plan. <https://www.neptunebeachvisionplan.com/>

Figure 2. Major Land Uses



Source: <https://beachestowncenter.com/about-advertise/map-directory>



## **PUBLIC PARKING**

Atlantic Beach and Neptune Beach partnered to install a pay-by-plate parking system in 2019. Users pay at designated kiosk stations or use a proprietary mobile app called Flowbird®.

Parking is free in public parking spaces from midnight to 11 a.m. All spaces have a three-hour parking limit. No parking is allowed in Atlantic Beach between 3 a.m. and 5 a.m.

Paid parking is enforced from 11 a.m. to 12 midnight, seven days a week. The first 1/2 hour is free. Thereafter, the fees are \$1 per 1/2 hour. The maximum charge is \$6 if parked before 1:30 p.m. until 5 p.m. At 5 p.m. the timing resets and the maximum charge from 5 p.m. to midnight is another \$6. If you park before 1:30 p.m. you can be charged up to \$12. All spaces in Atlantic Beach have a three-hour time limit.

### **Spaces**

There are 229 on-street parking spaces, 165 in Neptune Beach and 64 in Atlantic Beach. The locations of spaces are shown on **Figure 3**.

The pilot program utilizes a pay-by-plate parking system with license plate recognition technology. Over time, this system should reduce the operating cost. Users pay at a designated meter station or use a proprietary mobile app called Flowbird®. The user enters the vehicle's license plate number in the app to pay. Parking can be extended via the app.

### **Residents**

Neptune Beach and Atlantic Beach residents can park free with a permit when registering at <https://www.northbeachesparking.com>.

Neptune Beach designated 35 of their 165 parking spaces for resident parking with a permit. Neptune Beach residents can access these spaces free for up to 3 hours after first registering their vehicles. Neptune Beach residents can park on Cherry, Walnut and Second Streets.

Atlantic Beach residents can park in all 64 spaces free for a maximum of three hours with a permit.

### **Payment Methods**

At the kiosk, 57% of users paid with a credit card, 22% paid with a credit card using the app and 10% paid with cash. The remaining 11% did not pay to park. (As reported by Flowbird® - the total does not add up to 100%)



Figure 3. Metered Parking Locations



Source: Base Map from esri World Navigation Map



## Existing Parking Usage

The data in this section was provided by Flowbird® for transactions from November 2019 through March 2020.

### **Data Limitations**

Flowbird® did not provide raw data to assess parking demand and capacity. The data cannot be cross-tabulated by kiosk or time of day.

### **Total Transactions**

COVID-19 epidemic restrictions began the week of March 13, 2020 and significantly impacted parking use. Data from November 2019 through January 2020 are used in this analysis.

**Table 1** summarizes the transaction data provided by the parking management software.

*Table 1. Summary of Transactions*

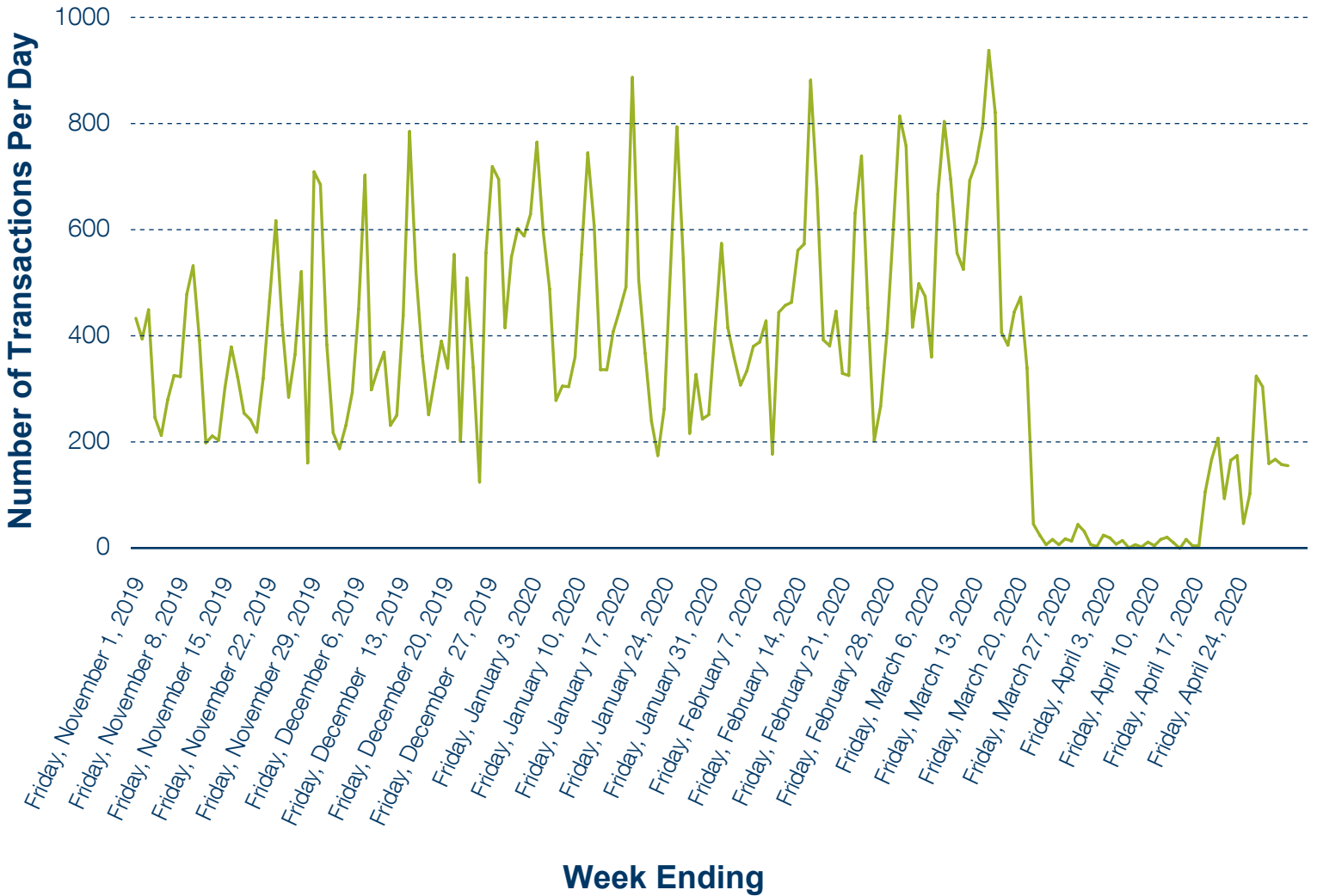
Month	Transaction		Average Cost		Average Occupancy (hr.)	
	Overall*	Paid*	Overall*	Paid	Overall*	Paid
November	11,086	10,079	\$2.43	\$2.67	1.71	1.84
December	12,772	11,589	\$2.39	\$2.64	1.70	1.82
January	14,147	12,864	\$2.49	\$2.74	1.75	1.87

*\*Includes free transactions*

Source: FlowBird®

Transactions per week are summarized on **Figure 4**.

Figure 4. Summary of Transactions by Week



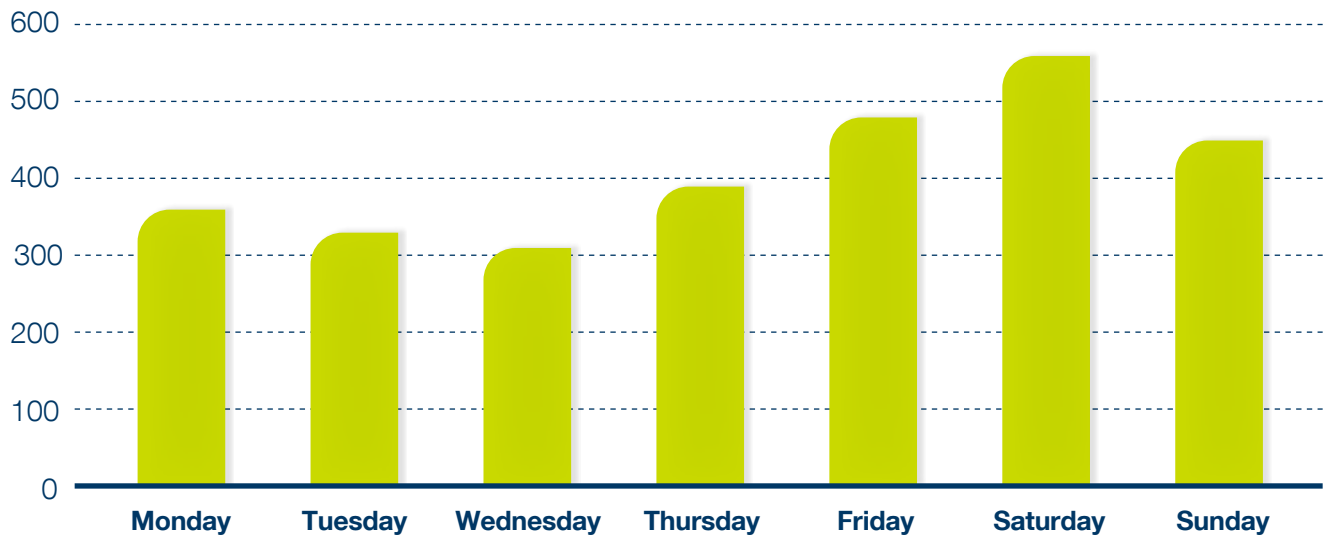
Source: FlowBird®



**Demand by Day of Week**

January represents a peak month for visitors to the Beaches Town Center with New Year’s Gator Bowl. November represents an average or typical month. March through August are peak seasons associated with beach visitors. This analysis uses the average conditions during these months. The greatest demand by day of week occurs on the weekends. **Figure 5** summarizes the transactions by day of week.

**Figure 5. Demand by Day of Week**



Source: FlowBird®

**Demand by Time of Day**

Parking demand varies by time of day. Since the payment cycle resets after 5 p.m., the maximum duration is not cumulative for vehicles parked before 5 p.m. and remain after 5 p.m. Rates are reset (start over) at 5:00 p.m. **Table 2** summarizes the parking duration reported by Flowbird®.

**Table 2. Parking Duration**

Duration	Percent of Transactions
30 min or less	14%
30 minutes to 1 hour	23%
1 to 2 hours	38%
2 to 3 hours	17%
3-4 hours	5%
4-5 hours	2%
5 or more hours	1%

Source: FlowBird®

### Demand by Location

The most popular locations to park include Atlantic Boulevard near First Street in the Beaches Town Center, followed by First Street near Lemon Street and Atlantic Boulevard near One Ocean. **Table 3** summarizes the number of transactions at each kiosk. The locations are shown on **Figure 3**.

**Table 3. Transactions per Kiosk**

Kiosk		November	December	January	Average
1	Atlantic Boulevard at 1st Street	1,337	2,073	1,595	1,668
2	Ocean Street at Ahern Street	976	1,189	1,195	1,120
3	Atlantic Boulevard at M Shack	534	1,517	751	934
4	Atlantic Boulevard at 2nd Street	1,060	1,576	1,472	1,369
5	Atlantic Boulevard at One Ocean	1,351	1,555	1,560	1,489
6	2nd Street at Orange Street	516	995	697	736
7	1st Street at Lemon Street	1,417	1,890	1,693	1,667
8	1st Street at Orange Street	981	999	1,143	1,041
9	2nd Street at Lemon Street	373	538	481	464
10	Lemon Street at Midway Street	2,541	440	430	1,137

Source: FlowBird®

### Revenues

The Cities of Neptune Beach and Atlantic Beach split parking revenue. **Table 4** shows a summary per month of the total revenue in 2019/2020.

**Table 4. Monthly Parking Revenue Income**

	November 2019		December 2019		January 2020	
	Revenue	Net Income	Revenue	Net Income	Revenue	Net Income
Atlantic Beach	\$3,923.55	\$2,746.49	\$6,493.25	\$4,545.28	\$8,846.00	\$6,192.20
Neptune Beach	\$23,008.50	\$23,008.50	\$24,082.85	\$24,082.85	\$26,390.50	\$26,390.50

Source: FlowBird®



## VALET PARKING

The valet service provided between Hawkers and Flying Iguana restaurants is the most popular parking method for visitors. The service is operated by A1A Valet.

Valet service becomes available every night starting at 4:30 p.m. Saturday and Sundays. The service is located between First Street and Second Street. The valet stand is accessed from Lemon Street. The cost for valet parking for area visitors is \$15. Parking is complimentary for customers of the following businesses (ticket validation is required):

- Flying Iguana
- North Beach Fish Camp
- Ragtime
- Mezza Luna
- M Shack
- Island Girl
- Doro
- Hawkers
- Jaffi's

The spaces used for valet parking are metered during other periods.

## PRIVATE PARKING

Business owners prohibit public parking during non-business hours. Based on an inventory from aerial photography, 346 off-street private parking spaces exist.

## MULTIMODAL

### Public Transit

The Jacksonville Transportation Authority provides bus transportation in Neptune Beach and Atlantic Beach along Route 10 which traverses Third Street and Atlantic Beach. Stops in the study area are:

#### Third Street

- Walnut Street north and southbound
- Orange Street northbound
- Lemon Street southbound

#### Atlantic Boulevard

- East of Sylvan Drive

The Red Line/East Bus Rapid Transit (BRT) corridor provides access between the beaches at downtown via Third Street and Atlantic Boulevard.

Based on data provided by the North Florida Transportation Planning Organization's Congestion Management Dashboard, 12-18 persons are located within 0.25 miles of a transit stop.<sup>2</sup>

### Beachside Buggies

Beachside Buggies provide free rides and recommendations to the residents and visitors of the beaches' community. They operate environmentally friendly, zero-emission, long-range, eight to 10 passenger electric cars and 14-passenger vans. Rides can be hailed through a mobile application. The service hours are:

- Monday-Wednesday            3 p.m. to midnight
- Thursday-Friday            3 p.m. to 2 a.m.
- Saturday                    11 a.m. to 2 a.m.
- Sunday                      11a.m. to midnight

See additional information at [www.beachsidebuggies.com](http://www.beachsidebuggies.com).

### Pedestrian and Bicycle Facilities

Sidewalks exist along Third Street, Atlantic Boulevard and most of the local roads.

Bicycle facilities are located along Third Street. No bike lanes are present on Atlantic Boulevard. Traffic calming measures discourage through traffic along Second Street in Neptune Beach south of the Beaches Town Center ending at Orange Street. First Street is a popular bicycle route to access the Beaches Town Center from the south. First Street south of Beaches Town Center and Oceanfront north of Beaches Town Center are also popular bike routes. The posted speed limit is 30 mph on local streets in the area to promote safe bicycle and pedestrian use.

<sup>2</sup> <https://cmp.northfloridatpo.com/livability/transit-accessibility>



## **SAFETY ANALYSIS**

This study uses data from Signal4Analytics® to analyze vehicle crashes within the study area. Crashes with parked cars represented a significantly large percentage of the total vehicle crashes in the study area between 2014 and 2019. About one-half of the crashes, or 49%, involved a parked car. The parking crash locations are shown on **Figure 6**.

Eight pedestrian crashes and four bicycle crashes occurred during the same period. The crash locations are shown on **Figure 7**.

There were no fatalities during this period.

Prior strategies implemented to improve safety in the study area included:

- Implementation of back-plate pedestrian signals
- Public safety campaign



Figure 6. Vehicle Parking-Related Crashes (2014-2019)



Source: Base Map from esri World Navigation Map



# Atlantic and Neptune Beach Smart Parking Plan

Figure 7. Bicycle and Pedestrian Crashes (2014-2019)



Source: Base Map from esri World Navigation Map



3

# RELATED STUDIES





## Related Studies

### URBAN LAND INSTITUTE TECHNICAL ASSISTANCE PANEL

The Urban Land Institute (ULI) conducted a Technical Assistance Panel in June 2018 for the City of Neptune Beach. The panel intended to assess Chapter 27 of the city's ordinances, land development code and the city's Comprehensive Plan.

#### 1. Overlay Districts

The panel recommended the following actions:

- Create an overlay district in lieu of rewriting the land code. The overlay district should consist of three sub-districts. Residential Beach, Third Street Corridor and Beaches Town Center with each district having its own design criteria.
- Develop a unified signage, lighting and wayfinding plan for Beaches Town Center, Third Street and Florida Boulevard.
- Staff the Development Review Board with design professionals who advise to the City Council regarding final approval of residential and commercial development projects.
- Appointees do not need to be residents.

#### *Residential Beach District*

- Develop a form-based code for new and reconstruction purposes that provides for a variety of housing types consistent with coastal living and reinforces the area's eclectic character.
- Include styles for single-family, two-family, duplex and multifamily housing with specific site and building requirements. Build in variety by including several styles and colors for roofs, porches, balconies, patios, roof-top decks, dormers, shutters, etc.
- Ensure structures are in scale with lot size and neighboring houses.
- Ensure the total height shall not exceed 35 feet.
- Decrease the front yard setback to discourage parking and require parking in the back for structures with no garages; limit driveway width.
- Enable current multifamily units to rebuild as single-, two- or multifamily homes provided they conform to the form-based code and new requirements of the overlay district; e.g. parking in the back.
- Accommodate granny flats and in-law suites by enlarging the square footage and height for accessory units and allowing apartments to be built over garages limiting the height of the latter to that of the main house. Stipulate that either the main house or accessory house must be owner-occupied.

- Require nonconforming properties damaged by hurricanes or other disaster to rebuild to the current code.
- Require trash cans to be hidden behind a building, within an enclosed garage or at the side of a building behind a wing wall, landscaping and/or fencing except on pick-up day.

### Third Street Corridor

- Create a form-based Civic District to include City Hall, the police department and other city services in the Third Street corridor between the library and Jarboe Park: an area more centrally located than Beaches Town Center.

### Beaches Town Center

- Develop a form-based code for the central business district.
- Replace the relocated municipal buildings with commercial entities to spur economic growth and generate additional tax dollars.
- Hold a design charrette as part of the redevelopment of the parking area between Atlantic Boulevard and Lemon Street into a multi-use event space. Work with a buyer for the City Hall and police property or hire an experienced urban design firm to create a unique place-making solution.

**Figure 8. Overlay Districts**



Source: [https://ulidigitalmarketing.blob.core.windows.net/ulidcnc/2019/07/ULI-Neptune-Beach-TAP\\_FINAL-copy.pdf](https://ulidigitalmarketing.blob.core.windows.net/ulidcnc/2019/07/ULI-Neptune-Beach-TAP_FINAL-copy.pdf)



# Atlantic and Neptune Beach Smart Parking Plan

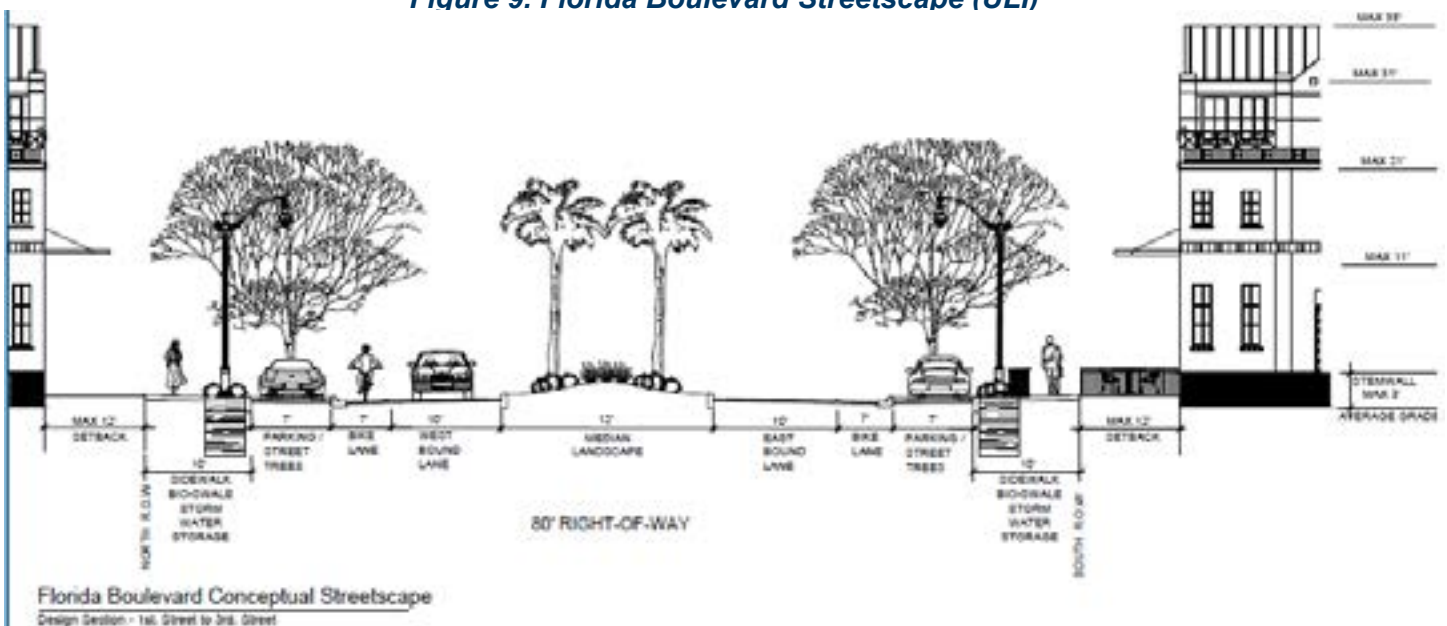
## 2. Parking

- Institute paid parking in Beaches Town Center to Orange Street. Set parking rates based on traffic and demand.
- Use smart meters to implement demand-responsive pricing to fluctuate requiring drivers to pay more during peak hours and days.
- Provide all Neptune Beach residents with a sticker for each registered vehicle and restrict parking in the study area south of Orange to residents only.
- Relocate parking on First Street from the west side to the east side of the street, which has fewer driveways due to the orientation of homes to the side streets. This no-cost solution adds 24 parking spaces from 131 to 155.
- Encourage use of neighborhood electric vehicles (NEVs) or street-legal golf carts for local resident traffic.
- Prohibit drive-thru facilities to be constructed or remain once closed.

## 3. Florida Boulevard

- Draw attention to Neptune Beach’s great recreational assets by making Florida Boulevard the visual gateway to the beach and the East Coast Greenway. Florida Boulevard is an important connector between Penman Road, Jarboe Park (the largest beach access in Neptune Beach) and the proposed greenway to Atlantic Boulevard.
- Enhance Florida Boulevard with a median, landscape improvements like shade trees, signage and bike lanes, adding a sidewalk on the north side of Florida Boulevard and sidewalk bioswales for stormwater storage as shown in **Figure 9**.

**Figure 9. Florida Boulevard Streetscape (ULI)**



Source: [https://ulidigitalmarketing.blob.core.windows.net/ulidcnc/2019/07/ULI-Neptune-Beach-TAP\\_FINAL-copy.pdf](https://ulidigitalmarketing.blob.core.windows.net/ulidcnc/2019/07/ULI-Neptune-Beach-TAP_FINAL-copy.pdf)

## NEPTUNE BEACH VISION PLAN

The following are recommendations from the City of Neptune Beach's Vision Plan published October 19, 2020<sup>3</sup>.

- Construct dedicated places for people to walk and bike supplementing these improvements with off-street trails to make it safe and easy for people of all ages and abilities.
- Prioritize the safety of people walking, biking and driving by implementing key intersection, crossing and traffic calming improvements.
- Upgrade the city's stormwater management infrastructure and improve overall resilience.
- Invest in new or improved parks and open spaces, adding street trees and landscaping to improve the overall beauty, comfort and vibrancy of Neptune Beach.
- Manage parking demand and supply while preserving community character.
- Update the city's Comprehensive Plan and Land Development Regulations to ensure high quality, predictable and feasible redevelopment.

The key issues and proposals from this study are:

- Redevelop vacant properties near the Beaches Town Center shown on **Figure 10**.
- Reconstruct Atlantic Boulevard from Third Street to 572 Atlantic; reconstruct Third Street between Lemon Street and Atlantic Boulevard to reduce the number of lanes; and construct a roundabout at the intersection of Atlantic Boulevard and Third Street.

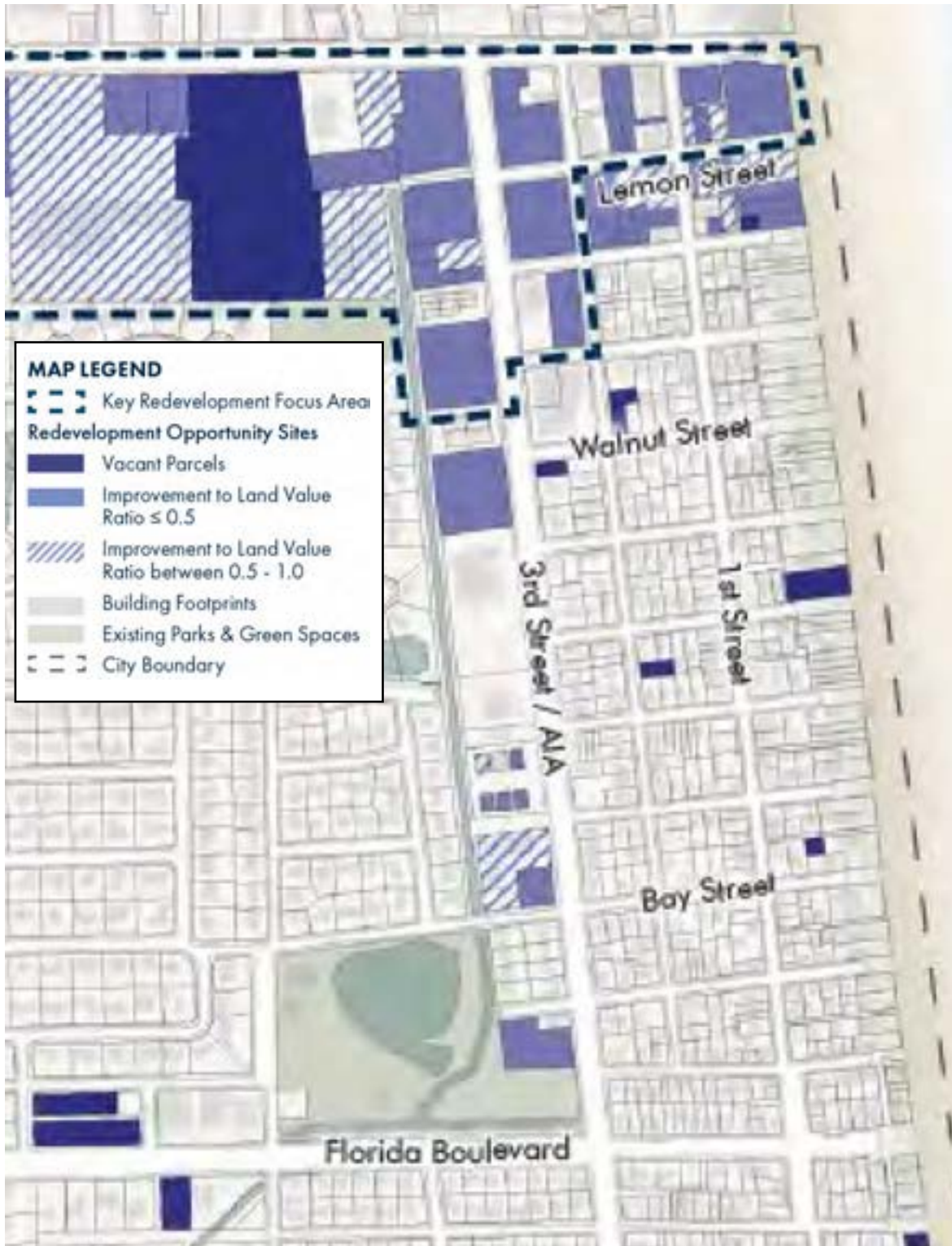
**Figure 11** shows the existing intersection of Atlantic Boulevard and Third Street. **Figure 12** shows the proposed reconfiguration of the intersection from Atlantic Boulevard and Third Street recommended in the Vision plan.

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3 <https://www.neptunebeachvisionplan.com>



Figure 10. Vacant Parcels



Source: <https://www.neptunebeachvisionplan.com/>



Figure 11. Atlantic Boulevard and Third Street



Figure 12. Proposed Reconfiguration of Atlantic Boulevard and Third Street

## ATLANTIC BOULEVARD & 3<sup>RD</sup> STREET – PHASE 3A

### LONG-TERM IMPROVEMENTS: PHASE 3 OPTIONS

After the extension of Lemon Street and the Town Center street grid, Neptune Beach can explore funding options with FDOT for a long-term reimagining of this key intersection. The following two options would greatly reduce the likelihood of vehicle speed and crashes, improving pedestrian and bicycle safety, while also creating a much more beautiful entry into the Beaches Town Center that provide opportunities for new public spaces and public artwork.

*\*FDOT has already studied a single-lane roundabout design for this intersection, which was deemed feasible so long as Lemon Street is extended and connected back to Atlantic.*

#### Option A: Single-Lane Roundabout\*

1. Single-lane roundabout
2. Curb extension with shade trees & wider sidewalk
3. Wider medians with shade trees
4. Shorter crosswalk & pedestrian refuge
5. Separated two-way cycle track
6. On-street parking



## PEER REVIEWS

Areas similar to the Beaches Town Center were evaluated to propose strategies and tactics that could be applied. **Table 5** summarizes the analysis.

*Table 5. Summary of Peer Review*

Area	Cash Accepted	Smart Parking Management System	Variable Rates	Free or Discounted Resident Parking	Curbside Management for TNCs	Curbside Management for Truck Parking	Local Shuttles or Transit	Public Garage Available
Atlantic and Neptune Beach, FL	No	Flowbird®	Two period rates (before after 5:00, reset)	Yes	No	No	Beachside Buggies and access to JTA bus and BRT services	No
Downtown Delray Beach, FL	Yes	ParkMobile®	No	Yes	No	Yes	Downtown trolley service	Yes
Jacksonville Beach, FL	No	No	No	Yes	No	No	JTA Trolley Beach Buggies	No
Miami Beach, FL	Yes	ParkMe® INRIX® Parking (provides directions to available parking)	By zone	Yes	No	Yes	Yes	Yes
New Smyrna Beach, FL	No	FlashCoLabs® (reservations)	No	Yes	No	Yes	Yes	Yes
Savannah, GA	Yes	ParkSavannah® by Passport Labs®	No. Daily parking only	Yes	No	Decals required for truck parking and permit for meter bagging	Free shuttles and access to bus routes	Yes
St. Augustine, FL	Yes	Smarking® license plate readers and app	Yes	Yes	Under evaluation	Yes	Yes	Yes

Source: Kimley-Horn



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4

# DEMAND ANALYSIS





## Demand Analysis

The City of Atlantic Beach and City of Neptune Beach Future Land Use Maps and Comprehensive Plans were reviewed to estimate future parking demand.<sup>4</sup> Both cities plan to allow land uses along Atlantic Boulevard to intensify and protect the residential areas on the outlying areas consistent with their current character.

**Figure 13** and **Figure 14** show the Future Land Use Maps.

The Third Edition of Shared Parking published by the Urban Land Institute was used to estimate parking generation rates.<sup>5</sup> **Figure 15** highlights the parcels analyzed. The following was assumed:

- The analysis used the most conservative (highest peak) parking generation rates.
- Vacant parcels were converted to family restaurants for parking generation analysis using the highest parking generation rate.
- A rough order of magnitude of 0.25 spaces per residence was used to estimate metered parking demand.

**Table 6** summarizes the analysis of the existing parking demand and an inventory of the off-street parking based on a review of aerial photography.

Scenario 1 shown in **Table 7** estimates future parking demand if the vacant parcels are redeveloped as family restaurants.

Scenario 2 shown in **Table 8** estimates future parking demand if the vacant parcels are redeveloped as shopping.

4 Atlantic Beach: <https://coab.us/DocumentCenter/View/10657/DRAFT-Future-Land-Use-Map-Updated> and <https://www.coab.us/494/Comprehensive-Planning>

Neptune Beach: [https://www.ci.neptune-beach.fl.us/sites/g/files/vyhlf3516/f/uploads/comprehensive\\_plan\\_2012-2022.pdf](https://www.ci.neptune-beach.fl.us/sites/g/files/vyhlf3516/f/uploads/comprehensive_plan_2012-2022.pdf) and [https://www.ci.neptune-beach.fl.us/sites/g/files/vyhlf3516/f/uploads/future\\_land\\_use\\_map.pdf](https://www.ci.neptune-beach.fl.us/sites/g/files/vyhlf3516/f/uploads/future_land_use_map.pdf)

5 Mary S. Smith, Mary S., "Shared Parking," Third ed. (Washington, DC: Urban Land Institute, ICSC, and National Parking Association, 2020).

Figure 13. Atlantic Beach Future Land Use Map



Source: <https://coab.us/DocumentCenter/View/10657/DRAFT-Future-Land-Use-Map-Updated>



*Figure 14. Neptune Beach Future Land Use Map*



Source: <https://www.neptunebeachvisionplan.com/>

Figure 15. Parking Generation Analysis Map



Source: Base Map from <http://maps.coj.net/DuvalProperty/>



Table 6. Non-residential Parking Generation Analysis

Parcel	Name	Address	Acres	Amount	Unit	Existing Use	Weekday Rate	Weekday Demand	Weekend Rate	Weekend Demand	On Site Private Parking
172639 0000	214 Orange Street LLC	214 Orange St, Neptune Beach, 32266	0.14	6,240	SF	Office	0.30	2	0.30	-	0
172766 0000	217 First Street LLC	217 1st St, Neptune Beach, 32266	0.14	5,910	SF	Office	0.30	2	0.30	-	1
172638 0000	218 First Street LLC	218 1st St N, Neptune Beach, 32266	0.28	12,200	SF	Restaurant	15.25	186	15.25	186	0
172795 0000	220 First Street LLC	220 1st St S, Neptune Beach, 32266	0.11	5,000	SF	Shopping	2.90	15	2.90	16	16
170227 0000	60 Ocean Boulevard LLC	60 Ocean Blvd, Atlantic Beach, 32233	0.30	13,700	SF	Shopping	2.90	40	2.90	44	0
170229 0000	Ashford Atlantic Beach LLP	1 Ocean Blvd, Atlantic Beach, 32233	2.33	193	Rooms	One Ocean (193)	1.00	193	1.00	193	244
172791 0000	City of Neptune Beach	116 1st St, Neptune Beach, 32266	0.23	9,744	SF	Municipal	0.30	3	0.30	-	
172788 0010	City of Neptune Beach	200 Lemon St, Neptune Beach, 32266	0.36	15,246	SF	Municipal	0.30	5	0.30	-	
169733 0010	Downey A Morris Jr	372 Ahern St, Atlantic Beach, 32233	0.07	2,999	SF	Office	0.30	1	0.30	-	2
172769 0000	Driver Douglas L	108 Orange St, Neptune Beach, 32266	0.06	2,750	SF	Vacant Commercial	-	-	15.25	-	0
172782 0000	Etienne Lagniappe Inc	117 1st St, Neptune Beach, 32266	0.10	6,150	SF	Store/Retail	2.90	18	2.90	20	12
169728 0000	GPS Holding Group LLC	42 East Coast Dr, Atlantic Beach, 32233	0.37	15,750	SF	Vacant Commercial	-	-	15.25	-	6
172982 0000	Huron Sophia LLC	301 Atlantic Blvd, Neptune Beach, 32266	0.30	13,068	SF	Restaurant	15.25	199	15.25	199	0
172793 0000	Jones Edward Skinner Trust	200 1st St, Neptune Beach, 32266	0.63	27,400	SF	Shopping	0.30	8	0.30	1	0
169729 0000	Junk Property LLC	303 Atlantic Blvd, Atlantic Beach, 32233	0.42	18,750	SF	Restaurant	15.25	286	15.25	286	20
172766 0200	Lubeck Jay A	219 1st St N, Neptune Beach, 32266	0.07	3,075	SF	Mixed Use	5.00	15	5.00	15	3
172981 0000	Neptune Plaza LLC	327 Atlantic Blvd, Neptune Beach, 32266	0.40	17,511	SF	Restaurant	15.25	267	15.25	267	10
169730 0005	Nshore LLC	363 Atlantic Blvd, Atlantic Beach, 32233	1.40	60,984	SF	Shopping	2.90	177	0.30	195	49
172978 0000	Ocean State Bank	301 Third St, Neptune Beach, 32266	0.63	27,392	SF	Bank	3.50	96	0.30	82	35
172979 0000	Ocean State Bank	301 Third St, Neptune Beach, 32266	0.65	27,648	SF	Bank	3.50	97	0.30	83	0
169735 0000	Petway Real Estate LLC	375 Atlantic Blvd, Atlantic Beach, 32233	0.31	13,504	SF	Office	0.30	4	0.30	-	0
169730 0025	Poes Tavern AB Holding Co LLC	363 Atlantic Blvd, Atlantic Beach, 32233	0.25	10,890	SF	Restaurant	15.25	166	15.25	166	35
172779 0000	Rasco Investment LLC	201 1st St N, Neptune Beach, 32266	0.13	6,212	SF	Office Medical	0.30	2	0.30	-	0
172983 0000	Retail Strategies LLC	115 Third St, Neptune Beach, 32266	0.92	38,525	SF	Bank	3.50	135	0.30	116	24
172980 0000	Retail Strategies LLC	211 Third St, Neptune Beach, 32266	1.27	55,000	SF	Shopping	2.90	160	2.90	176	0
172785 0000	Seahorse NB LLC	120 Atlantic Blvd, Neptune Beach, 32266	1.22	40	Rooms	Motel (40 Rooms)	1.00	40	1.00	40	40
172787 0020	Southcoast Beaches II LLC	241 Atlantic Blvd, Neptune Beach, 32266	0.43	18,700	SF	Mixed Use	5.00	94	5.00	94	78
172790 0010	Southcoast Capital Partnership LTD	100 1st St, Neptune Beach, 32266	0.43	18,774	SF	Shopping	2.90	54	2.90	60	0
172531 0000	Southcoast Capital Partnership LTD	299 Atlantic Blvd, Atlantic Beach, 32233	0.35	15,246	SF	Shopping	2.90	44	2.90	49	0
172778 0000	Waters Michael F	123 Lemon St, Neptune Beach, 32266	0.04	2,030	SF	Vacant Commercial	-	-	15.25	-	
							Total	2,309	2,288	575	
							Turnover (vehicles/space)	4.00	2.25		
							Total Demand	577	1,017	575	

Source: Kimley-Horn

Table 7. Non-residential Parking Generation Analysis - Scenario 1 (Vacant Properties converted to Family Restaurant)

Parcel	Name	Address	Acres	Amount	Unit	Existing Use	Weekday Rate	Weekday Demand	Weekend Rate	Weekend Demand	On Site Private Parking
172639 0000	214 Orange Street LLC	214 Orange St, Neptune Beach, 32266	0.14	6,240	SF	Office	0.30	2	0.03	-	0
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172782 0000	Etienne Lagniappe Inc	117 1st St, Neptune Beach, 32266	0.10	6,150	SF	Store/Retail	2.90	18	3.20	20	12
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172983 0000	Retail Strategies LLC	115 3rd St, Neptune Beach, 32266	0.92	38,525	SF	Bank	3.50	135	3.00	116	24
172980 0000	Retail Strategies LLC	211 3rd St, Neptune Beach, 32266	1.27	55,000	SF	Shopping	2.90	160	3.20	176	0
172785 0000	Seahorse Nb LLC	120 Atlantic Blvd, Neptune Beach, 32266	1.22	40	Rooms	Motel (40 Rooms)	1.00	40	1.00	40	40
172787 0020	Southcoast Beaches II LLC	241 Atlantic Blvd, Neptune Beach, 32266	0.43	18,700	SF	Mixed Use	5.00	94	5.00	94	78
172790 0010	Southcoast Capital Partnership Ltd	100 1st St, Neptune Beach, 32266	0.43	18,774	SF	Shopping	2.90	54	3.20	60	0
172531 0000	Southcoast Capital Partnership Ltd	299 Atlantic Blvd, Atlantic Beach, 32233	0.35	15,246	SF	Shopping	2.90	44	3.20	49	0
172778 0000	Waters Michael F	123 Lemon St, Neptune Beach, 32266	0.04	2,030	SF	Vacant Commercial	15.25	31	15.25	31	
							Total	2,309		2,601	575
							Turnover (vehicles/space)	4.00		2.25	
							Total Demand	577		1,156	575

Source: Kimley-Horn

Table 8. Non-residential Parking Generation Analysis - Scenario 2 (Vacant Properties converted to Shopping)

Parcel	Name	Address	Acres	Amount	Unit	Existing Use	Weekday Rate	Weekday Demand	Weekend Rate	Weekend Demand	On Site Private Parking
172639 0000	214 Orange Street LLC	214 Orange St, Neptune Beach, 32266	0.14	6,240	SF	Office	0.30	2	0.03	-	0
172766 0000	217 First Street LLC	217 1st St, Neptune Beach, 32266	0.14	5,910	SF	Office	0.30	2	0.03	-	1
172638 0000	218 First Street LLC	218 1st St N, Neptune Beach, 32266	0.28	12,200	SF	Restaurant	15.25	186	15.25	186	0
172795 0000	220 First Street LLC	220 1st St S, Neptune Beach, 32266	0.11	5,000	SF	Shopping	2.90	15	3.20	16	16
170227 0000	60 Ocean Boulevard LLC	60 Ocean Blvd, Atlantic Beach, 32233	0.30	13,700	SF	Shopping	2.90	40	3.20	44	0
170229 0000	Ashford Atlantic Beach LLC	1 Ocean Blvd, Atlantic Beach, 32233	2.33	193	Rooms	One Ocean (193)	1.00	193	1.00	193	244
172791 0000	City Of Neptune Beach	116 1st St, Neptune Beach, 32266	0.23	9,744	SF	Municipal	0.30	3	0.03	-	
172788 0010	City Of Neptune Beach	200 Lemon St, Neptune Beach, 32266	0.36	15,246	SF	Municipal	0.30	5	0.03	-	
169733 0010	Downey A Morris Jr	372 Ahern St, Atlantic Beach, 32233	0.07	2,999	SF	Office	0.30	1	0.03	-	2
172769 0000	Driver Douglas L	108 Orange St, Neptune Beach, 32266	0.06	2,750	SF	Vacant Commercial	2.90	8	3.20	9	0
172782 0000	Etienne Lagniappe Inc	117 1st St, Neptune Beach, 32266	0.10	6,150	SF	Store/Retail	2.90	18	3.20	20	12
169728 0000	Gps Holding Group LLC	42 East Coast Dr, Atlantic Beach, 32233	0.37	15,750	SF	Vacant Commercial	2.90	46	3.20	50	6
172982 0000	Huron Sophia LLC	301 Atlantic Blvd, Neptune Beach, 32266	0.30	13,068	SF	Restaurant	15.25	199	15.25	199	0
172793 0000	Jones Edward Skinner Trust	200 1st St, Neptune Beach, 32266	0.63	27,400	SF	Shopping	0.30	8	0.03	1	0
169729 0000	Junk Property LLC	303 Atlantic Blvd, Atlantic Beach, 32233	0.42	18,750	SF	Restaurant	15.25	286	15.25	286	20
172766 0200	Lubeck Jay A	219 1st St N, Neptune Beach, 32266	0.07	3,075	SF	Mixed Use	5.00	15	5.00	15	3
172981 0000	Neptune Plaza LLC	327 Atlantic Blvd, Neptune Beach, 32266	0.40	17,511	SF	Restaurant	15.25	267	15.25	267	10
169730 0005	Nshore LLC	363 Atlantic Blvd, Atlantic Beach, 32233	1.40	60,984	SF	Shopping	2.90	177	3.20	195	49
172978 0000	Ocean State Bank	301 3rd St, Neptune Beach, 32266	0.63	27,392	SF	Bank	3.50	96	3.00	82	35
172979 0000	Ocean State Bank	301 3rd St, Neptune Beach, 32266	0.65	27,648	SF	Bank	3.50	97	3.00	83	0
169735 0000	Petway Real Estate LLC	375 Atlantic Blvd, Atlantic Beach, 32233	0.31	13,504	SF	Office	0.30	4	0.03	-	0
169730 0025	Poes Tavern Ab Holding Co LLC	363 Atlantic Blvd, Atlantic Beach, 32233	0.25	10,890	SF	Restaurant	15.25	166	15.25	166	35
172779 0000	Rasco Investment LLC	201 1st St N, Neptune Beach, 32266	0.13	6,212	SF	Office Medical	0.30	2	0.03	-	0
172983 0000	Retail Strategies LLC	115 3rd St, Neptune Beach, 32266	0.92	38,525	SF	Bank	3.50	135	3.00	116	24
172980 0000	Retail Strategies LLC	211 3rd St, Neptune Beach, 32266	1.27	55,000	SF	Shopping	2.90	160	3.20	176	0
172785 0000	Seahorse Nb LLC	120 Atlantic Blvd, Neptune Beach, 32266	1.22	40	Rooms	Motel (40 Rooms)	1.00	40	1.00	40	40
172787 0020	Southcoast Beaches II LLC	241 Atlantic Blvd, Neptune Beach, 32266	0.43	18,700	SF	Mixed Use	5.00	94	5.00	94	78
172790 0010	Southcoast Capital Partnership Ltd	100 1st St, Neptune Beach, 32266	0.43	18,774	SF	Shopping	2.90	54	3.20	60	0
172531 0000	Southcoast Capital Partnership Ltd	299 Atlantic Blvd, Atlantic Beach, 32233	0.35	15,246	SF	Shopping	2.90	44	3.20	49	0
172778 0000	Waters Michael F	123 Lemon St, Neptune Beach, 32266	0.04	2,030	SF	Vacant Commercial	2.90	6	3.20	6	
							Total	2,369		2,353	575
							Turnover (vehicles/space)	4.00		2.25	
							Total Demand	592		1,046	575

Source: Kimley-Horn



**Table 9. Estimated Residential Parking Demand**

Residential Land Use	Estimated Households	Demand
Residential 20-60 Units per Acre	14	4
Residential 3-7 Units per Acre	31	8
Residential 8-19 Units per Acre	1	0
Residential Condo	27	7
Residential Medium Density	62	16
<b>SPACES NEEDED</b>	<b>135</b>	<b>35</b>

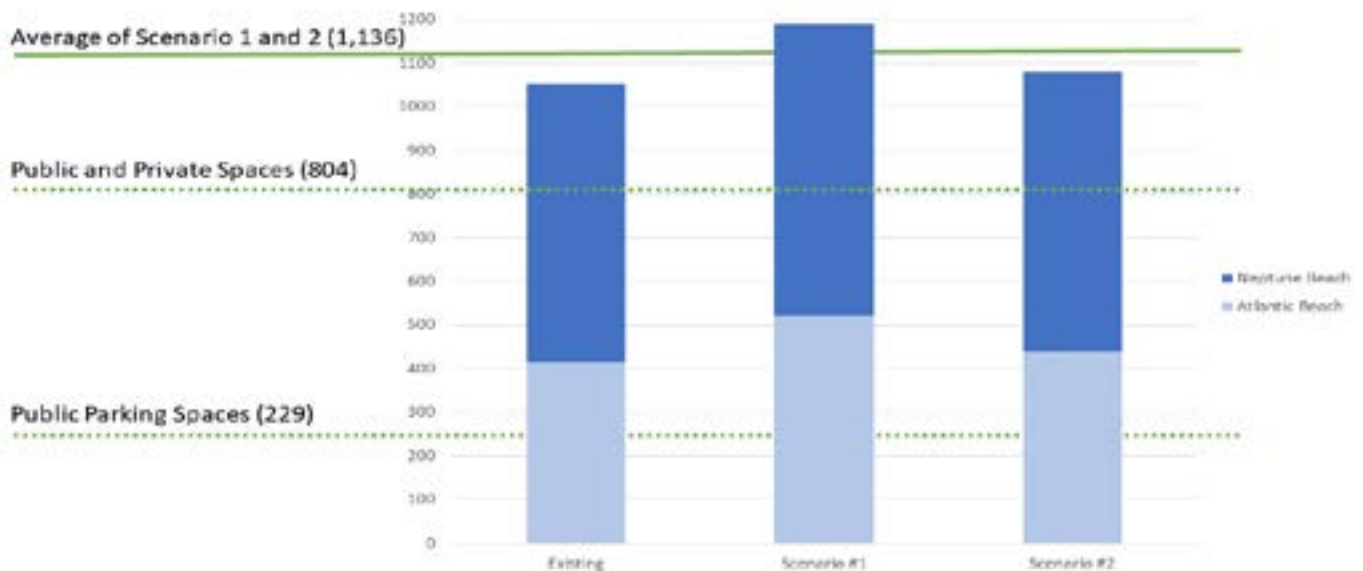
Source: Kimley-Horn

Figure 16 summarizes the total demand and existing capacity for parking. Using the average demand in Scenario 1 and Scenario 2 an additional 332 spaces are needed.

In the future, parking demand is anticipated to decline as Transportation Network Companies (TNC), such as Uber, Lyft, grow and provide trips otherwise met by drivers. Encouraging multimodal travel will also reduce the demand for parking spaces in the future.


As a result, 200 additional spaces was used to analyze alternatives to meet future parking needs.

**Figure 16. Demand and Capacity Scenarios**





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# ALTERNATIVES ANALYSIS



## Alternatives Analysis

### WAYFINDING

Wayfinding can significantly reduce the need for drivers to circulate the area looking for parking. Two wayfinding types include examples shown on **Figure 17**.

A static monument shown in the first example directs travelers to available public parking areas, reducing the need for unfamiliar drivers to circulate looking for parking.

Combined with a smart parking management system, real-time parking availability data can be provided. The signs should be eye-catching, easily serviceable and easily editable as building occupants and uses change.

*Figure 17. Wayfinding Examples*



Source: Kimley-Horn

Funding is needed to design, construct and operate wayfinding strategies.

## CAPACITY

### On-Street Parking

Only one option for reallocating on-street parking was identified. The recommendation is consistent with the ULI Technical Assistance Panel report.

***Relocate parking on First Street from the west side to the east side of the street. The east side has fewer driveways due to the orientation of homes to the side streets. This low-cost solution adds 24 parking spaces.***

No other options identified could safely or efficiently reallocate on-street parking.

Maintenance crews can easily stripe these changes following coordination with the adjacent property owners.

### New Parking Garage

Constructing a new garage could provide the additional 200 parking spaces needed to support the future needs within the study area. A parking garage can serve as a landmark structure with an aesthetic design to enhance the branding of the Beaches Town Center. Examples of garages in peer communities are shown on **Figure 18**.

Renderings of the proposed garage are provided on **Figures 19** and **20**.



# Atlantic and Neptune Beach Smart Parking Plan

Figure 18. Examples of Aesthetic Designs in Peer Communities



POMPANO BEACH



DANIA BEACH



COCOA BEACH



SARASOTA (ST ARMANDS)



GREEN WALLS



GROUND-LEVEL RETAIL CORNER



RECREATION



SCULPTURAL ELEMENTS

Source: Kimley-Horn



*Table 10. Summary of Garage Costs*

<b>Item</b>	<b>Amount</b>
Total Floors	3
Commercial Use Floor	1
Length x Width (ft.)	125 x 280
Area (sq. ft.)	35,000
Spaces per Floor	100
<b>TOTAL SPACES</b>	<b>200</b>
Construction	\$5,000,000
Design and Permitting @ 20%	\$1,000,000
<b>SUBTOTAL CONSTRUCTION</b>	<b>\$6,000,000</b>
Property Acquisition	\$8,500,000
Support Costs @ 50%	\$1,700,000
<b>SUBTOTAL ACQUISITION</b>	<b>\$22,200,000</b>
Contingencies and Unknowns @ 20%	\$660,000
<b>TOTAL CAPITAL COSTS</b>	<b>\$22,860,000</b>
Bonding/finance @ 15%	\$3,429,000
<b>GRAND TOTAL</b>	<b>\$26,289,000</b>

Source: Kimley-Horn



*Figure 19. Rendering of Parking Garage*



**Figure 20. Rendering of Parking Garage**



Access to Beaches Town Center and the beach can be enhanced by hiring a mobility service provider such as Beach Buggies. Alternate 1 can access Beaches Town Center using Second Street and the beach via Orange Street. Alternative 2 can access the Beaches Town Center via Lemon Street. A new pedestrian signal is proposed at Third and Lemon Street to facilitate a safer crossing with increased pedestrian foot traffic. Access to the Beaches Town Center from Lemon Street is available from Second Street with beach access from Lemon Street.

Economic studies and property owner coordination are needed to determine the feasibility of either option selected. An invitation to negotiate can be issued for a public-private partnership to finance, construct and operate the parking garage. The cost estimates presented assume the project will be constructed by the public sector and right-of-way obtained through eminent domain. A public-private partnership can likely construct the garage more efficiently.

Parking professionals, architects, planners and designers are considering the impact of connected, autonomous and shared vehicles on parking and parking structures in the future. Early projections estimate a potential reduction in parking demand could reach 30 to 50% within 20–30 years if these technologies are aggressively adopted.

Many parking structures are designed with a service life of 50-75 years. Structures built today will continue to be fixtures of our urban landscape. Consideration should be given to designing new structures adapted to other uses. **Figure 21** illustrates some potential features that could facilitate this change.



Figure 21. Adaptive Reuse Parking Structures

## Adaptive Reuse Parking Structure

Parking structures are designed to last 50 years or more. It is likely that the demand for parking structures will decrease in the future as our reliance on the automobile declines.

*The decline in automobile use may result for a variety of reasons including:*

- ▶ Increasing fuel costs
- ▶ Roadway congestion
- ▶ Public policy related to climate change
- ▶ Increased transit options
- ▶ Sustainability objective
- ▶ Driverless cars

Conventional parking structures cannot be converted economically to other uses such as office or housing. The structural design loads are different, the floor to floor heights are different and many have sloping floors.

The design of the adaptive reuse parking structure would incorporate features that will allow the parking structure to be converted to office, commercial or housing space in the future.

*Some of those features include:*

- ▶ Higher floor-to-floor height
- ▶ Maximized flat-floor area
- ▶ Structural design to accommodate office/housing
- ▶ Long span construction
- ▶ Removable concrete floors and beams
- ▶ Egress design for office or housing use

### Parking Garage Configuration

*Every other floor:*

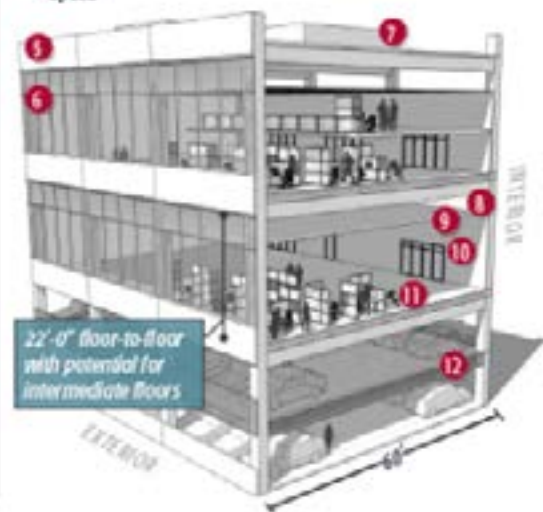
- 1 Removable exterior panels
- 2 Removable concrete floor slab and beams
- 3 Permanent exterior panels
- 4 Permanent concrete floor slab and beams



### Office/Multi-Use Configuration

*Features include:*

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| 5 New insulated exterior panels    | 9 Finished/hung ceiling              |
| 6 New exterior curtain wall        | 10 Interior walls                    |
| 7 New mechanical equipment at roof | 11 Finished floor over concrete slab |
| 8 Mechanical/electrical space      | 12 Optional parking levels to remain |



Kimley & Horn

Source: Kimley-Horn

## CURBSIDE MANAGEMENT

### Truck Parking

The study included conducting on-the-street interviews with businesses and several delivery drivers to better understand the needs for truck parking management. No stakeholders questioned had major concerns about deliveries because of the availability of rear access to most common delivery points. Truck deliveries also occur in the mornings and mid-day avoiding peak parking demand.

The parking ordinance for trucks and TNC loading zones should be updated. Signing and pavement markings need to be installed.

### Micromobility

The City of Jacksonville is currently evaluating proposals for the micromobility scooter services in downtown. The Beaches Town Center is also an attractive market for these providers who may seek licenses to operate in the study area. Additional analysis is needed on the impact of the rental sites and potential to abandon the scooters within the street environment. Dock-less services should also be evaluated. The cities' ordinances may need to be modified to allow these vehicles to operate.

Many residents use bicycles to access Beaches Town Center during special events. Providing additional bicycle racks or a bike station will provide secured storage and encourage residents and visitors to use bicycles during peak periods.

Bike racks have become a favorite medium for creating practical and engaging community public art. Examples are shown **Figure 22**.

**Figure 22. Bike Racks as Public Art**



Source: <https://cyclesafe.com>

Bike stations provide covered lockers and racks to protect bicycles from theft and the elements. Examples are shown in **Figure 23**.



*Figure 23. Bike Stations*



Source: Torsodog - Own work, CC BY-SA 3.0, <https://commons.wikimedia.org/w/index.php?curid=4208980>



Source: <https://cyclesafe.com>

## TNC PICK-UP AND DROP-OFF LOCATIONS

TNC pick-up and drop-off services are common within the Beaches Town Center. These vehicles block traffic and double park on Atlantic Boulevard causing delays. Establishing designated pick-up and drop-off areas will reduce this congestion. The following sites were evaluated:

1. Parking lot on the Lemon Square, LLC parcel between Orange Street and Lemon Street. The lot is metered during the day and used by valet services during the evenings Thursday through Sunday. It is one block from Atlantic Boulevard and will provide the least traffic interruptions.
2. Midway Street in the southwest quadrant of the intersection with Atlantic Boulevard. It is perpendicular, on-street parking for the Seahorse Inn. A property agreement will be required.
3. Third Street south of Atlantic Boulevard. This alternative will convert parallel on-street parking to a loading area. This location will require passengers to cross the intersection of Third Street and Atlantic Boulevard to reach the loading area.
4. Atlantic Boulevard east of Ocean Street. Four on-street parallel parking locations can be converted to a loading zone at this site. It is located adjacent to the Beaches Town Center and will allow the TNC vehicles to use Midway Street to access the loading area.
5. Ocean Street North of Atlantic Boulevard. This site currently has a truck loading zone that can be designated for truck parking during the day and TNC pick-up and drop-off loading at night. No parking spaces are lost with this site. It is located adjacent to the Beaches Town Center. TNCs can access the site via Ahern Street and exit via First Street without using Atlantic Boulevard.

These locations are shown on **Figure 24**.

The cities will need to coordinate with Beach Buggies and other TNCs to select a preferred loading area. Once selected the loading zones can be implemented using pavement markings and street signs. City parking ordinances may need to be updated to address enforcement considerations.



*Figure 24. TNC Loading Area Alternatives*



-  Lemon Street Parking Lot
-  Midway Street at Atlantic Boulevard
-  Third Street Parking
-  Atlantic Boulevard Parking
-  Ocean Street North of Atlantic Boulevard

Source: All images are from Google Maps



## TRANSPORTATION MANAGEMENT ASSOCIATION

A Transportation Management Association (TMA) is a partnership between public and private sector employers and stakeholders with a mandate to address transportation concerns within the community it serves. A TMA generally provides programs and services to encourage and support commuters to choose more sustainable commute modes such as carpooling, transit, walking, cycling and telework.

The goals established for the Beaches Town Center TMA may include:

1. Governance: Create a sustainable organization to deliver a consolidated parking management system.
2. Infrastructure/Programming: Encourage a seamless and demand-balancing approach to parking in the Beaches Town Center area.
3. Communications: Create awareness of transportation options and the TMA.
4. Recruitment: Encourage TMA participation from all property owners in the Beaches Town Center.
5. Share Revenues: Share parking revenues based on metered parking in all lots and on-street parking to support infrastructure improvements.

An economic feasibility study and coordination with property owners is needed to determine feasibility of instituting a public-private partnership.

## POLICY RECOMMENDATIONS

Each city should consider the following policies to promote infill development:

- No parking required in Beaches Town Center
- Additional 10% reduction for shared parking with alternate peaking land uses
- No additional parking with change in land use
- No additional parking when gross leasable area is increased by 10% or less



## TECHNOLOGY

Emerging technologies in connected, autonomous and shared vehicles may have a significant impact future travel demand management policies in the future. Providing information to these vehicles on available parking could reduce congestion. Collision avoidance systems can also help avoid collisions with parked vehicles.

Automated pedestrian detection can be used at crash hot spots with mid-block signals and at intersections.

Integrated parking and event management applications can share data throughout the region assisting travelers with efficient modal and time-of-day decisions to access the Beaches Town Center.

Given the success of the pilot program the cities should advertise or enter into a longer-term agreement with the vendor.

The smart parking system will result in additional data to estimate future demand and consider next steps for implementation.

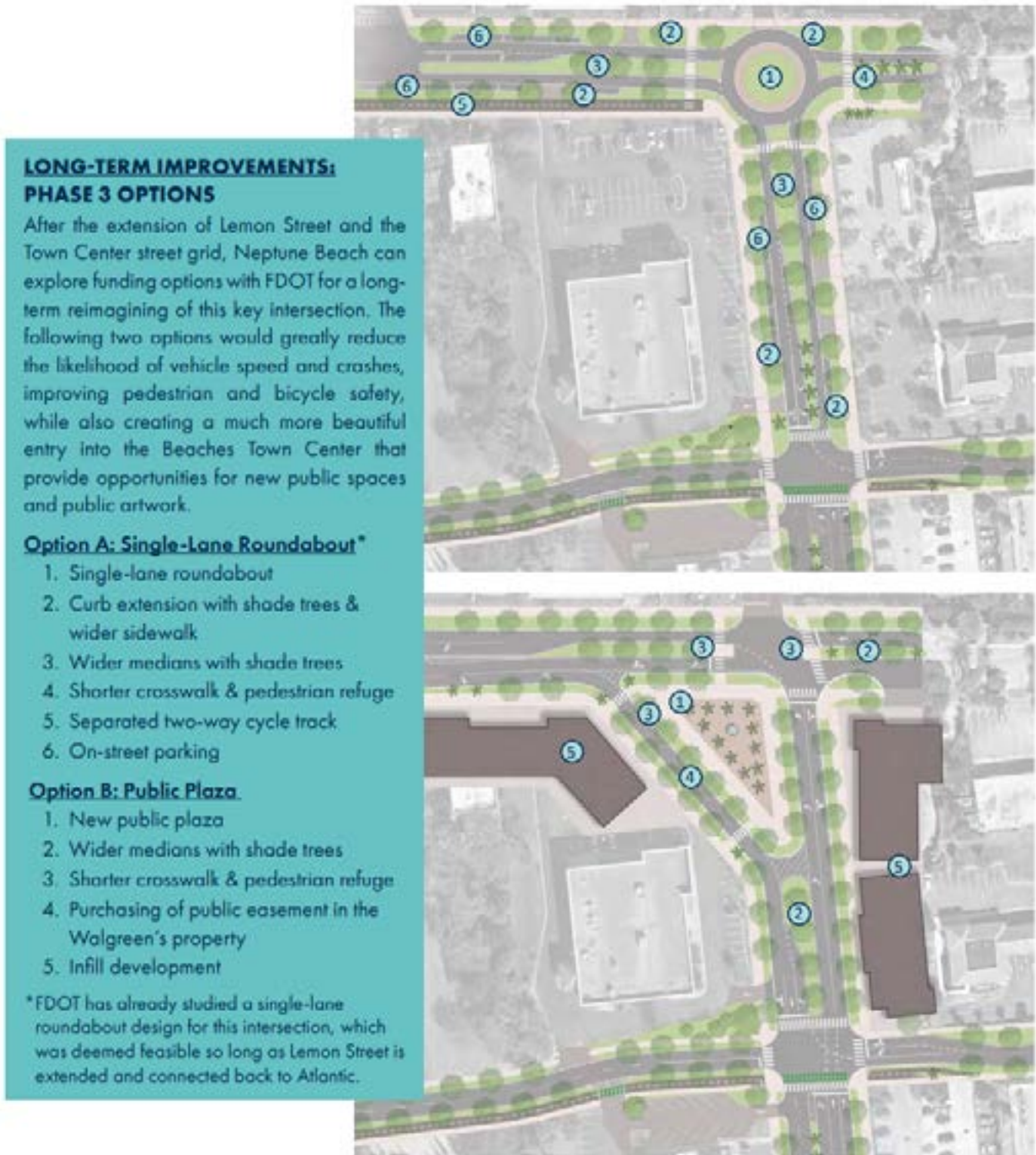
## LEMON STREET EXTENSION

The Neptune Beach Vision Plan proposed to extend Lemon Street to create a jug-handle left or to realign SR A1A as a four-lane roadway as shown on **Figure 25**. A connection can be made to the existing driveway of the vacant commercial shopping center at 572 Atlantic Boulevard (Alternative A) or 500 Atlantic Boulevard (Alternative B) as shown on **Figure 26**. Extending Lemon Street must be coordinated with proposed development of these parcels as shown on **Figure 26**. Policies are needed to reserve the right of way for a future extension of Lemon Street as part of any development order.

The typical section and the proposed extension will be determined in more detailed studies. Additional on-street angle parking may be created through the road diet implemented along Atlantic Boulevard between Third Street and the new intersection created or along Third Street from the new intersection to Atlantic Boulevard. Constructing road diets along Third Street and Atlantic Boulevard with angle parking will create 35-50 additional spaces.

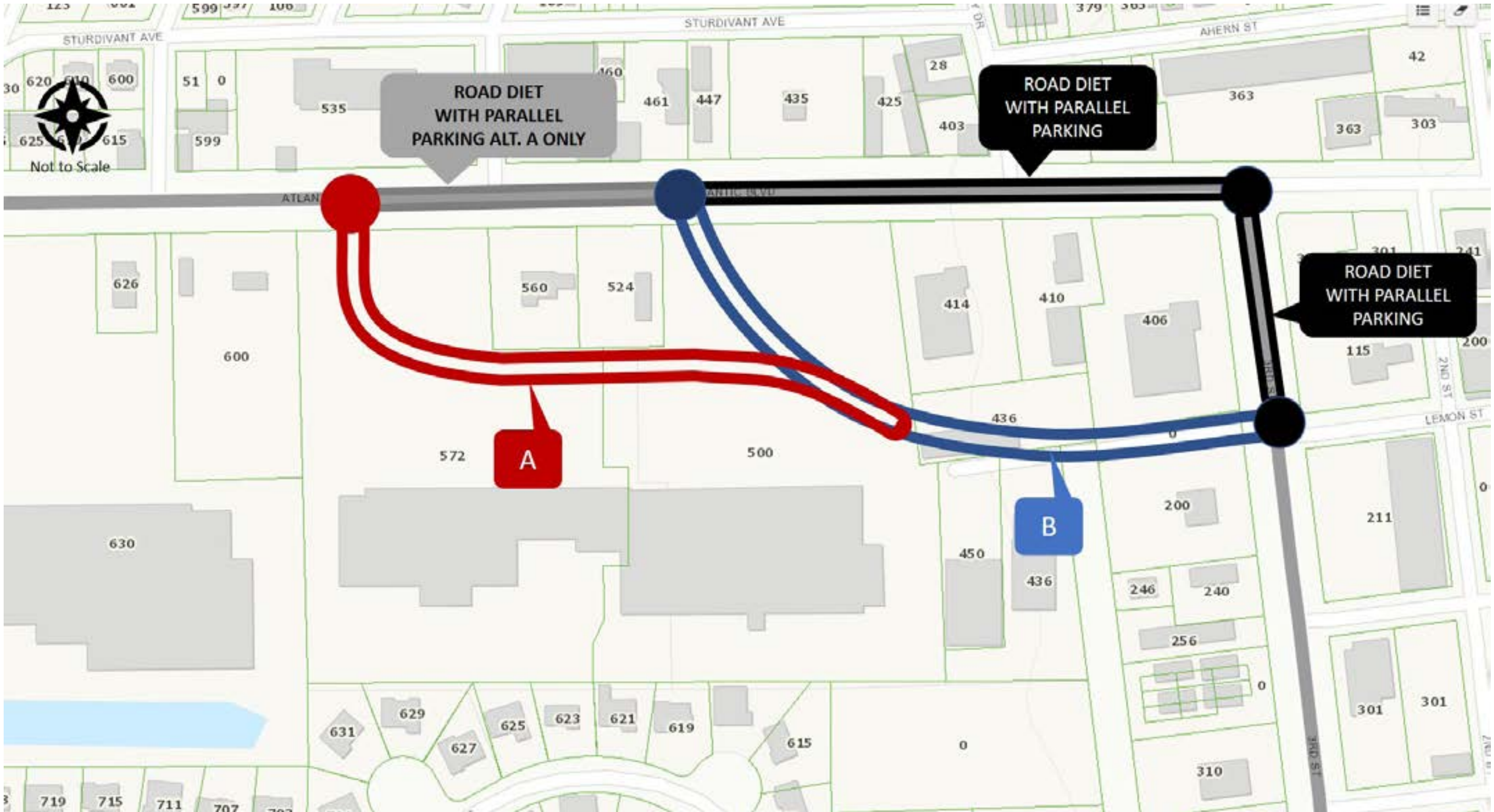
The next step is to coordinate with the Florida Department of Transportation and property owners to determine the feasibility of this alternative.

Figure 25. Extension of Lemon Street (Neptune Beach Vision Plan)



Source: <https://www.neptunebeachvisionplan.com/>

Figure 26. Lemon Street Extension Alternatives



Source: Base Map <http://maps.coj.net/DuvalProperty/>



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# BIG IDEAS





## Big Ideas

Two big ideas for the Beaches Town Center area to improve mobility and manage traffic.

### FLEXIBLE OPEN STREET

Vehicles entering Atlantic Boulevard to search for parking spaces create pedestrian, bicycle and vehicle conflicts. Installing hydraulic, electric bollards can protect pedestrians and provide a greater level of security to the street environment while allowing pedestrians and cyclists to safely enter the roadway. Providing additional parking or demand management will promote a street festival environment during peak periods or special events. During other periods the hydraulic bollards are lowered below the street level allowing traffic to move freely. **Figure 27** shows examples of hydraulic bollards. The Flex Street project under construction in St. Augustine is shown on **Figure 28**.

*Figure 27. Hydraulic Bollards*



Source: <http://www.hydro-tek.com.my/product/retractable-hydraulic-bollards-retractable-hydraulic-bollards>

*Figure 28. Proposed Flex Street - St. Augustine*



Source: City of St. Augustine

Using bollards will allow the Beaches Town Center to be closed to vehicular traffic more frequently and reduce the resources needed. Special event closures use law enforcement personnel and temporary barriers which are more costly if performed frequently. This alternative will create a safer pedestrian environment.

## PEDESTRIAN MALL

By adding new parking or parking demand management strategies, Atlantic Boulevard could also be converted to an open street where vehicles are prohibited. This project will remove on-street parking and construct wider sidewalks within the public right of way. These wider sidewalks can be leased to business owners for additional outdoor seating or other services. Hydraulic bollards will be lowered to allow truck deliveries during the day. This will create a permanent pedestrian mall. **Figure 29** shows an example of a similar project. Pavement markings (stripes and green pavement) can be placed to designate a bike facility. Renderings of this option are provided in **Figures 30 - 32**.

*Figure 29. Third Street Santa Monica, CA*



Source: <https://zoningthegardenstate.wordpress.com/2018/12/06/the-success-of-pedestrian-malls-in-city-development/>



Figure 30. Rendering of Atlantic Boulevard Sidewalk Extension





*Figure 31. Perspective View – Vehicular Traffic*



*Figure 32. Perspective View – Proposed Bollards*





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# SUMMARY





## Summary

This project's purpose is to provide a roadmap for parking and mobility in the Beaches Town Center. The Beaches Town Center is located in Atlantic Beach and Neptune Beach at the eastern terminus of Atlantic Boulevard. The Beaches Town Center is highly valued by residents and visitors alike. It is a popular daytime and night time destination. This popularity results in parking congestion problems. The two cities instituted a paid parking pilot program and an on-demand shuttle system.

Atlantic Beach and Neptune Beach partnered to install a pay-by-plate parking system in 2019. Users pay at designated kiosk stations or use a proprietary mobile app called Flowbird®.

Parking is free in public parking spaces from midnight to 11 a.m. All spaces have a three-hour parking limit. No parking is allowed in Atlantic Beach between 3 a.m. and 5 a.m.

Paid parking is enforced from 11 a.m. to 12 midnight, seven days a week. The first 1/2 hour is free. Thereafter, the fees are \$1 per 1/2 hour. The maximum charge is \$6 if parked before 1:30 p.m. until 5 p.m. At 5 p.m. the timing resets and the maximum charge from 5 p.m. to midnight is another \$6. If you park before 1:30 p.m. you can be charged up to \$12. All spaces in Atlantic Beach have a three-hour time limit.

There are 229 on-street parking spaces, 165 in Neptune Beach and 64 in Atlantic Beach. Neptune Beach residents can park free in 35 spaces with a permit. Atlantic Beach residents can park in all 64 designated spaces free with a permit for three hours.

Parking data collected in November and December 2019 and January 2020 was analyzed. If the vacant properties in proximity to the Beaches Town Center are developed 200 additional parking spaces are needed.

Neptune Beach completed two related studies on mobility and parking in the last two years. In 2018, the Urban Land Institute conducted a Technical Assistance Panel. A draft Vision Plan was presented to Neptune Beach's City Council October 19, 2020. This study summarizes the recommendations of these related studies and proposes additional strategies to consider meeting the parking and mobility needs in the Beaches Town Center.

The following alternatives were evaluated. They are not mutually exclusive and can be implemented as short-term strategies.

1. Construct additional wayfinding through street monuments to direct drivers to public parking areas.
2. Reconfigure on-street parking on First Street to create 24 additional spaces. Maintenance crews can easily re-stripe these spaces following coordination with adjacent property owners.
3. Implement curbside management strategies for trucks, micromobility and Transportation Network Company (TNC) loading zones. The following steps are necessary to implement these strategies:
  - a. Update the parking ordinance for trucks and TNC loading zones.
  - b. Coordinate with the City of Jacksonville on the micromobility vendor selected to determine if this service can or should be allowed at the Beaches Town Center.
  - c. Coordinate with Beach Buggy and other TNCs to select a preferred loading area. Once selected the loading zones can be implemented using pavement markings and street signs. City parking ordinances may need updating.

4. Create a Transportation Management Organization (TMO) to coordinate funding and load balancing of parking on private properties. An economic study is needed to determine viability and coordination with property owners. If feasible and property owners agree, changes to the cities' ordinances are necessary. Private operating vendors can then be selected.
5. Address policy recommendations for changes in the minimum parking ratios for development within cities' ordinances. Although implementing maximum parking ratios may seem counterintuitive to addressing the need for more parking, intensifying the land uses will make demand management and the feasibility of constructing a new garage more attractive.
6. Continue to operate the Flowbird® smart parking system. Given the success of the pilot project, the Cities should advertise or enter into a longer-term agreement with the vendor.
7. Partner with regional agencies to develop an integrated parking app and management system. The North Florida Transportation Planning Organization and the City of St. Augustine are developing an integrated regional parking management app using Flowbird® meter data.
8. Create a flexible, open street by installing hydraulic bollards to close Atlantic Boulevard to vehicular traffic during peak periods or special events. Law enforcement personnel and temporary barriers are used to close streets. Bollards allow the Beaches Town Center to close vehicular traffic more frequently and reduce the resources needed. This alternative does not provide more parking but will help create a safer pedestrian environment. The next step in advancing this alternative should include public outreach and preliminary engineering to determine the costs to construct.

The following alternatives require significant investment and additional planning, engineering and coordination.

9. Construct a new parking garage. An economic study and property owner coordination are needed to determine the feasibility. Following this study, an invitation to negotiate can be issued for a public-private partnership to finance, construct and operate the parking garage. The cost estimate assumes the project will be constructed by the public sector and right-of-way obtained through eminent domain. A public-private partnership can likely construct the garage more efficiently.
10. Extend Lemon Street to divert traffic from Third Street and Atlantic Boulevard. This will allow road diets to be constructed on Third Street north of Lemon Street and Atlantic Boulevard east of the intersection created from the new connector. This option has the potential to create 35-50 additional spaces. Third Street and Atlantic Boulevard are both state roads and coordination with the Florida Department of Transportation and property owners is needed to determine its feasibility.
11. Construct a pedestrian mall by removing on-street parking and widening sidewalks along Atlantic Boulevard. Constructing a parking garage or the road diet along Third Street and Atlantic Boulevard is needed to off-set the loss in parking. A smaller project under development in the City of St. Augustine proposes to lease additional sidewalk space to adjacent businesses for project funding. After determining feasibility and coordinating with stakeholders, funding for the design and construction is needed.



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CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)

Workshop Item #3  
Departmental Score Card

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>CITY MANAGER'S OFFICE</b>					
Waste Pro Liquidated Damages	Monitoring resident trash collection complaints on a monthly basis.	N/A	N/A	N/A	On-going
Communications Policy Creation	Still in draft phase and will continue to add sections until complete, next milestone is Dept. Head Meeting 3/16/2021	N/A	3/2/2021	3/30/2021	In progress
Special Event Policy Update	Working on Framework	N/A	2/15/2021	4/30/2021	In progress
Comprehensive Emergency Management Plan Review	The MCEMP went through an exhaustive update last year. I plan to review with NBPB and City Attorney to evaluate further changes.	N/A	3/10/2021	5/30/2021	On Deck
Various Personnel Policy Updates	Developing Framework and Reviewing Existing Policies	N/A	3/5/2021	7/30/2021	In progress
<b>FINANCE DEPARTMENT</b>					
FEMA Disaster Relief Request	Preparing documentation to be submitted for Hurricane Dorian. FEMA opened disaster relief portal.				12/31/20
Tyler Technologies Financial Software Replacement	Update & Submit City's 1,600 general ledger accounts to conform with Florida Uniform Chart of Accounts to include project codes.		11/17/2020	In progress	
Tyler Technologies Financial Software Replacement	Financial Current/Future State 3-day session with Kristina Baller.		4/19/2021	Pending	
2020 Budget Vs Actual Annual report	Compile 2020 Budget Vs Actual Annual report and submit revised 2020 Budget to State of Florida.		On-going through Audit Fieldwork	In progress	
Fiscal Year 2020 Audit	Auditor's requested financial data. Preparing requested documentation and sending it to auditors.		12/31/2020	In progress	
Certify JAG Grant Funding Request	Review and Submit Funding Request JAG Grant Funding		2/1/2021	Completed	
Fiscal Year 2020 Audit	Compile FY 2020 Basic Financial Statements		2/1/2021	In progress	
Fiscal Year 2020 Audit	Complete FY2019 Audit Entries and book FY 2020 Adjusting Entries.		2/1/2021	In progress	
Budget Management	Introduce Budget Transfer Form to Directors		2/1/2021	Completed	
Vacancy	Interview for Cashier 1 Part-time Position.		2/15/2021	In progress	
Jarboe Park Construction Pre-Bid Meeting	Project Meeting with Potential Vendors		2/17/2021	PENDING	
Intergovernmental Revenue: Interlocal Billing	Submit FDOT billing (10-2020 to 12-2020) for Landscaping and Lawn Care Services to COJ		2/23/2021	Completed	
Grant Billing	Certify CDBG Funding Request from January 2021		2/23/2021	Completed	
New Banking Services	Move all city Cash Deposits to new bank.		3/1/2021	In progress	
New Banking Services	Go live with Employee Direct Deposits and Vendor Payments.		3/1/2021	In progress	
New Banking Services	Configure and Test Direct ACH Files with ERP System Support.		3/1/2021	In progress	
Intergovernmental Revenue: Financial Reporting	Submit FY2020 Lifeguard and Beach Cleanup Financial Reports to COJ Auditor's Office		3/1/2021	Completed	
Internal Review	Meeting: Police Time Reporting in conformity with Union Contract.		3/2/2021	Completed	
Complile February 2021 Monthly Financial	Distribute February 2021 Budget vs Actual Report to Staff with PO Update.		3/1/2021	In progress	
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
Building Department Activity (see attached report for February 2021)	In progress	N/A	ongoing	3/5/2021	On-going
Code Enforcement Activity (see attached report for February 2021)	In progress	N/A	onoging	3/5/2021	On-going
Commercial Fire Inspection Activity	In progress	N/A	ongoing	3/5/2021	On-going



**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
Transportation Element: Comprehensive Plan	City draft submitted to DKP	N/A	ongoing	3/5/2021	On-going
Infrastructure Element: Comprehensive Plan	City draft submitted to DKP	N/A	ongoing	3/5/2021	On-going
Recreation and Open Space Element: Comprehensive Plan	City draft submitted to DKP	N/A	ongoing	3/5/2021	On-going
Capital Improvements Element: Comprehensive Plan	City draft submitted to DKP	N/A	ongoing	3/5/2021	On-going
Housing Element: Comprehensive Plan	In-progress	N/A	ongoing	3/5/2021	On-going
Future Land Use Element: Comprehensive Plan	3/26/2021	N/A	ongoing	3/5/2021	On-going
Intergovernmental Coordination/ Schools Element	4/19/2021	N/A	ongoing	3/5/2021	On-going
Land Development Code	In progress: next step	N/A	ongoing	3/5/2021	12/31/2021
V21-04 517 Magnolia Street	4/14/21 CDB Meeting	N/A	N/A	3/5/2021	Apr-21
V21-05 511 Bowles Street	4/14/21 CDB Meeting	N/A	N/A	3/5/2021	21-Apr
Redevelopment of 310 Third Street	TBD: May CDB Meeting or later	N/A	N/A	3/5/2021	TBD
Dover, Kohl, and Partners: Establishing a Code Framework Workshop	2/22/2021 Workshop	Contract	ongoing	3/5/2021	2/22/2021
Dover, Kohl, and Partners: Site Design Standards and Building Height Workshop	3/02/2021 Feb. Workshop	Contract	ongoing	3/5/2021	3/2/2021
Dover, Kohl, and Partners: Architectural Guidelines Workshop	3/04/2021 Feb. Workshop	Contract	ongoing	3/5/2021	4-Mar
Dover, Kohl, and Partners/UF: Community Resilience Planning Workshop #2	02/23/2021 workshop	N/A	ongoing	3/5/2021	2/23/2021
Special City Council Meeting: Consideration of Vision Plan Adoption	TBD Special City Council Meeting	N/A	N/A	3/5/2021	TBD
City Council Meeting: Lease Agreement for Jax Surf and Paddle 241 Atlantic BLVD, STE 102	TBD: Awaiting Applicant Response	N/A	N/A	3/5/2021	TBD
City Council Meeting: Lease Agreement for Brewhound	TBD: Awaiting Applicant Response	N/A	N/A	3/5/2021	TBD
CRA: Finding of Necessity Research	April	N/A	N/A	3/5/2021	TBD
CRA: Outreach	May	N/A	N/A	3/5/2021	TBD

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
CRA: Submit Finding of Necessity to DEO and Taxing Authorities	June	N/A	N/A	3/5/2021	TBD
CRA: Board Meeting	June	N/A	N/A	3/5/2021	TBD
CRA: Creation of the CRA Plan and Establishing a CRATrust Fund	Aug kick off meeting	N/A	N/A	3/5/2021	TBD
540-580 Atlantic Coordination Meetings	on-going	N/A	N/A	3/5/2021	TBD
City Council Meeting: Variance: V20-01 540-580 Atlantic Boulevard	Completed 3/01/21	N/A	N/A	approved	3/1/2021
City Council Meeting: Development Agreement: 540-580 Atlantic Boulevard	Completed 3/01/21	N/A	N/A	approved	3/1/2021
<b>POLICE DEPARTMENT</b>					
DOJ JAG grant #2017-JAGD-1741 and DOJ JAG grant #2018- JAGD	Funds from both DOJ Jag Grants should be available soon.	Fifty-seven thousand dollars	2020	Waiting for funds to be available, upon approval of the grant	Equipment upgrades and training equipment will be purchased as needed with approval from the City Manager.
School Safety Liaison Program	The School Safety Liaison Program has started up at Fletcher Senior High, Neptune Beach Elementary and Beaches Chapel K-12.	No cost, all officers involved are on duty during this program	February 21st, 2017	This program will continue through school year 2020-2021.	On going through school year 2020-2021.
Covid-19	The Police Department will continue to take all precautions necessary to keep all City Employees out of harms way and healthy. We will continue to work with the City's Safety Officer and Department Heads. Testing will continue as needed.	Covid-19 testing is the only cost for the Police Department at this time.	February 2020.	Covid-19 testing and the availability of a vaccine for all city employees is our priority.	I am not able to provide a completion date.
Capital Improvements	Three Police vehicles and twenty six portable police radios have been ordered.	Funds provided from the Capital Improvements account.	Mid-July 2020, the Police Department started working on the 2020-2021 Budget with the City Manager.	The vehicles have been ordered and we are awaiting delivery. Delivery is scheduled for late April of this year due to Covid-delayed parts availability. The police radios have arrived and have been programed and issued to all officers.	Funding is available and was received from the Capital Improvements accounts.
Vaccine Distribution Center	In March, 2020, the Police Department volunteered to be part of the Covid-19 Vaccine Distribution Program.	Cost to open and operate the distribution center will be reimburse by FEMA and the CDC.	Spring, 2020	The Police Department is currently working with the CDC and COJ to start when the vaccine becomes available.	On going

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
Service Station Dog	The Police Department has received a Service Station Dog from K-9 For Warriors.	There is no impact to the Department's Budget for the cost of the dog. The Agency will be responsible for food and grooming cost.	Winter, 2020	The Service Dog (on loan from K-9 For Warriors) has become a welcome member of the agency.	On going
Food Drive at Beaches Chapel	Farm Share Foods and the City of Neptune Beach have teamed up again, along with Beaches Chapel Church and Community First Credit Union to provide a Food Drive. The food drive will take place at Beaches Chapel on April 24th 2021, from 9am - 12pm.	The only cost to the City of Neptune Beach is the rental of a forklift used to unload the Farm Share truck.	Planning started in December 2020.	Event Date April 24th, 2021	Completion Date is April 24th, 2021.
Dancin' in the Streets	Planning for Dancin in the Streets in the Town Center has been cancelled for May 2021. Possible rescheduled for October 2021.	The City of Neptune Beach provides three police officer who are being paid time and a half to work outside of the event due to past overflow and related problems.	Cancelled due to Covid-19	Cancelled	Cancelled
July 4th	July 4th, 2021 Celebrations	This event requires all sworn personnel to work Sunday, July 4th, 2021. Days off will be cancelled and officers will be working on mandatory overtime. Additional Communications Personnel will also be required to work. Due to July 4th, falling on a Sunday, additional personnel will also be needed for Friday July 2nd, and Saturday July 3rd.	Planning starts March 1st, of this year. Planning requires personnel from Neptune Beach PD, Jacksonville Beach PD, Atlantic Beach PD and JSO.	Planning takes place from March through June.	July 4th, 2021.
Ocean Rescue Season	2021 Ocean Rescue Season.	Ocean Rescue is a year to year budgeted account	Lifeguard Captain Rich Banks has started hiring guards to start weekend patrols weather permitting.	Beach coverage starts in March and ends in October for the 2021 season.	October 2021.
<b>PUBLIC SERVICES DEPARTMENT</b>					
<b>WATER PLANT</b>					
Replacing flow meter at Florida Blvd well	completed	\$1,487.00	01/14/21	Delivery Date 2/12/21	COMPLETED 2/16/21
Replacing check valve at water plant for pump 2	pending	\$4,500.00	01/08/21	PENDING	in progress
City-Wide Water Meter Replacement	12 water meters replaced in February 2021	N/A	N/A	On going	On-going
Backflows inspected	34 inspected	N/A	On going	On going	Work performed in February 2021
City lifstations checked/inspected	364 inspected	N/A	On going	On going	Work performed in February 2021
Fats, Oils, and Grease (FOG) inspections	41 inspected	N/A	On going	On going	Work performed in February 2021
Sampling events	Monthly bacteria logical twice a month /SOC's / TTHM's HAA5's / CUP's / Pulled confirmation sample for Odor	N/A	N/A	N/A	Work performed in February 2021
<b>WASTE WATER TREATMENT PLANT</b>					
File Regulatory paperwork	Send DEP the Monthly Operators Report	N/A	N/A	N/A	Work performed in February 2021
Water Treatment Plant checks and reads for wells and pumps & chlorine	This is done daily and twice on the weekends	N/A	N/A	N/A	Work performed in February 2021
Gallons of water produced	20,867,000	N/A	N/A	N/A	Work performed in February 2021
Replacement of Clarifier #1 Drive/Motor	Contract Stage	\$63,456.53	01/01/21	Under Contract	On Going

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Replacement of 8" Fairbanks Influent Pump	Ordered	\$23,572.25	11/06/20	3/1/2021	On Going
VT SCADA Software Program	Renewed	\$3,639.25	01/11/21	Signed	Signed
HACH SVC Agreement	Contract Stage / CONB changes submitted	\$7,288.00	02/25/21	Pending	In progress
<b>WASTE WATER TREATMENT PLANT</b>					
Influent Pump #4 shutdown	Bad connectivity in Motor, bad transducer & bad transducer box; Limbaugh and crew replaced Transducer / Transducer Box	unknown	02/26/21	Feb-21	Completed
Sampling events	(4) Weekly EFF sample for CBOD, TSS NOX, TN, TKN. Weekly INF sample CBOD, TSS, INF Bi-Weekly Alkalinity, BOD, TN, TKN & TP	N/A	Thursdays	On going	Work performed in February 2021
Operate the belt press	8 runs twice weekly on Tuesday & Thursday, 4 loads @ 30 Cubic Yards each Picked up Fridays	N/A	N/A	N/A	Work performed in February 2021
Testing	Daily U.L.R./Dechlorination, CL2 and pH Comparisons, Daily Dissolved Oxygen / Sludge settling & Alkalinity tests 3-5 weekly	N/A	N/A	N/A	Work performed in February 2021
Clean process tanks and equipment	Belt Press cleaned twice weekly, all lab equipment cleaned daily, Probes & Analyzers cleaned 1-2 weekly as needed	N/A	N/A	N/A	Work performed in February 2021
Decant the digester	Decanting of Digester #1 Monday - Friday as needed, Decanting of Digester #2 Mon, Wed & Fri	N/A	N/A	N/A	Work performed in February 2021
Calibrate probes/analyzers	Daily Cals of Hach HQ 30d DO probe, Hach DR3900 Spectrophotometer, Hach Sension ph3 analyzer	N/A	N/A	N/A	Work performed in February 2021
Equipment maintenance	Replaced probe on CL T-10 Chlorine analyzer, Cleaned IFAS, Re-Air, TSS and RAS probe weekly	N/A	N/A	N/A	Work performed in February 2021
File regulatory paperwork	Monthly Discharge Report for DEP due 28th	N/A	N/A	N/A	Work performed in February 2021
Gallons of influent treated	22.071 MG / .788 MGD	N/A	N/A	N/A	Work performed in February 2021
<b>COLLECTIONS/DISTRIBUTIONS</b>					
Water Break Repair	7	N/A	N/A	N/A	Work performed in February 2021
Water Service Installation	3	N/A	N/A	N/A	Work performed in February 2021
Water Main Installation	2 @ 24ft total	N/A	N/A	N/A	Work performed in February 2021
Fire Hydrant flush	35	N/A	N/A	N/A	Work performed in February 2021
Fire Hydrant Repair	3	N/A	N/A	N/A	Work performed in February 2021
Fire Hydrant Replacement	0	N/A	N/A	N/A	Work performed in February 2021
Sewer Pipe cleaning	2030ft	N/A	N/A	N/A	Work performed in February 2021

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>STORM WATER DEPARTMENT</b>					
Sewer Pipe point repair	3	N/A	N/A	N/A	Work performed in February 2021
Sewer Pipe Installation	6ft	N/A	N/A	N/A	Work performed in February 2021
Manholes Inspected	57	N/A	N/A	N/A	Work performed in February 2021
Manholes Repaired	6	N/A	N/A	N/A	Work performed in February 2021
Manholes Replaced	0	N/A	N/A	N/A	Work performed in February 2021
Utility Locate Response	88	N/A	N/A	N/A	Work performed in February 2021
Contracted utility Upgrades- Gruhn May	Bay St. Sewer Upgrades	\$90,654.76	01/11/21	Ongoing	Ongoing
Unmetered Water Loss	N/A	N/A	N/A	N/A	N/A
Illicit Discharge/Illegal Dumping Investigations (No.):	N/A	N/A	N/A	N/A	N/A
Street Sweeping (Miles):	Swept 48 miles of streets	N/A	Ongoing	Ongoing	Work performed in February 2021
Pipe Inspections (No.):	N/A	N/A	N/A	N/A	N/A
Pipe Repairs (No.):	N/A	N/A	N/A	N/A	N/A
Pipe Cleaning (LF):	170 LF	N/A	N/A	N/A	WORK performed in february 2021
Catch Basins checked (No.):	2,152	N/A	Ongoing	Ongoing	Work performed in February 2021
Catch Basins cleaned (No.):	2,144	N/A	Ongoing	Ongoing	Work performed in February 2021
Ditch Inspections (No.):	35,090 LF	N/A	Ongoing	Ongoing	Work performed in February 2021
Ditch Maintenance\Mowing (LF):	33,740 LF	N/A	Ongoing	Ongoing	Work performed in February 2021
Pond Inspection (No.):	13	N/A	Ongoing	Ongoing	Work performed in February 2021
Pond Maintenance (No.):	N/A	N/A	N/A	N/A	N/A
<b>STREETS DEPARTMENT</b>					
Mow City right-of-ways (No. of Cycles)	2	N/A	Ongoing	Ongoing	Work performed in February 2021
Repair/ Replace Signage (No.)	24	N/A	Ongoing	Ongoing	Work performed in February 2021
Collect Refuse from parks, beach, Towncenter (No. of Cycles)	N/A	N/A	Ongoing	Ongoing	Work performed in February 2021
Repair Sidewalk (LF)	N/A	N/A	Ongoing	Ongoing	Work performed in February 2021
Trees trimmed or removed (No.)	11	N/A	Ongoing	Ongoing	Work performed in February 2021
Paving (LF)	576 sq ft	N/A	Ongoing	Ongoing	Work performed in February 2021
Pothole Repair (No.)	13	N/A	Ongoing	Ongoing	Work performed in February 2021

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 3/09/2021)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>STREETS DEPARTMENT</b>					
Driveway Repairs (No.)	1	N/A	Ongoing	Ongoing	Work performed in February 2021
Curb Repairs (LF)	94 sq ft	N/A	N/A	N/A	N/A
Herbicide Application (No.)	0	N/A	N/A	N/A	N/A
Sidewalk & Repaving a ROW permit was submitted for paver installation	2/22- pulled up concrete and started forming. The sidewalks in this area are required by City Ordinance to be pervious. No sidewalk in this area, and the sidewalk is a future project. Formed a ribbon curb to hold the pavers and asphalt the remaining.	TBD, Have not received invoices	2/1/2021	Completed 3/2/2021	Work performed in February 2021
Stripe the crosswalk at Bay Street and 3 <sup>rd</sup> Street	Email request from Chief 1/28/2021	N/A	Completed 2/1/2021	completed	Work performed in February 2021
<b>SENIOR ACTIVITY CENTER</b>					
CENTER CLOSED MARCH 13, 2020 UNTIL FURTHER NOTICE	COVID-19	(\$30,000+)	Oct. 2020	CLOSED	ANTICIPATE REOPENING APRIL 2021
Rebuild the Senior Activity Center	GOAL \$100,000 BY DECEMBER 30, 2020	\$500,000+	20-Jun	ON-GOING	<b>CFO reports \$171K</b>
CDBG 2020-2021 Application Approved	signed and returned to COJ	\$44,895.00	Oct. 2020	PENDING	30-09-21
Fundraising Goal for 2020-2021	Goal pending reopening date	\$25,000.00	Oct. 2020	PENDING	30-09-21
Vanguard Modular-Sr. Center Activity Building	Project underway	\$400,000	1-06-20	FUNDED	Projected completion April 2021
EXTENSION OF CDBG 2019-2020 CONTRACT	Requesting remaining funds 2019-2020	\$12,918.00	1-04-20	\$12,918.00	Documents being submitted
Planning, Scheduling, and Conducting Senior Interests	ON HOLD	\$144,895.00	Oct. 2020	PENDING	N/A
Direct Benefit- Persons served-per phone conversations	CDBG contract amount for 1250 persons	N/A	Oct. 2020-Jan. 2021	ON-GOING	375
Travel Club-in & out of country	2021 plans developing	0	OCT. 2020	PENDING	ON HOLD
Phone calls, emails, and social media outreach to senior population	Well checks and stay in touch		1-04-20	ON-GOING	Ongoing
CDBG 2021-2022 Grant Application Process	Requesting a 8%-10% increase in funding	\$48,000-\$50,000 request	December 10, 2020 meeting	Census increase in population	Submitted
<b>MOBILITY MANAGEMENT</b>					
ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PR Campaign: release of information to NB and AB residents.	Inserts about resident parking are being sent out in current Atlantic Beach billing cycles. Neptune Beach inserts forthcoming.	Cost of printing inserts.	1/11/2021	3/8/2021	AB inserts sent February 2021. NB inserts ongoing.
North Beaches Parking website updated.	Continuing to make changes to website with feedback from NB, AB, and visitors.	\$60	10/12/2020	3/8/2021	Ongoing
Implementation of real citations (no more "courtesy tickets").	Ordinances nearing completion. Setting up financial and procedural flow with Carl and Zach.	No costs anticipated.	5-Oct	3/8/2021	Ongoing
Improve and complete parking program signage.	Logos, infographics, and final proofs of sign complete. Prints forthcoming.	TBD	15-Oct	3/8/2021	Ongoing
<b>Submitted by the City Manager on March 15, 2021</b>					

## Building Activity Report

### Building Activity October 1, 2020 to September 30, 2021

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-20	84	58	151	\$13,016.40	6	\$2,168,231
Nov-20	92	66	91	\$12,601.91	4	\$1,973,657
Dec-20	98	64	115	\$12,967.22	3	\$1,192,593
Jan-21	97	52	112	\$16,389.85	9	\$1,400,891
Feb-21	112	95	139	\$22,409.82	11	\$2,442,996
Mar-21						
Apr-21						
May-21						
Jun-21						
Jul-21						
Aug-21						
Sep-21						
<b>Totals</b>	<b>483</b>	<b>335</b>	<b>608</b>	<b>\$77,385.20</b>	<b>33</b>	<b>\$9,178,368</b>

### Building Activity October 1, 2019 to September 30, 2020

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-19	109	72	154	\$18,140.88	8	\$2,635,167
Nov-19	104	42	137	\$17,620.03	10	\$789,285
Dec-19	75	48	125	\$16,678.57	3	\$2,525,584
Jan-20	119	86	167	\$20,808.16	8	\$2,156,052
Feb-20	108	78	155	\$25,276.96	11	\$1,069,889
Mar-20						
Apr-20						
May-20						
Jun-20						
Jul-20						
Aug-20						
Sep-20						
<b>Totals</b>	<b>515</b>	<b>326</b>	<b>738</b>	<b>\$98,524.60</b>	<b>40</b>	<b>\$9,175,977</b>
<b>Difference</b>	<b>-32</b>	<b>9</b>	<b>-130</b>	<b>-\$21,139.40</b>	<b>-7</b>	<b>\$2,391</b>



## Case Detail Report

02/01/2021 - 02/28/2021

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021023	2/26/2021- CHECKED DITCHES FOR SIGNS OF DUMPING; FOUND NONE BUT WORKING A SEWER CASE.		DITCH INSPECTION FOR DUMPING	Closed	2/26/2021	

## Notes

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Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021022	2/24/2021-IDENTIFIED SEVERAL TREES IN THE CITY THAT ARE SAFETY HAZZARDS AND LISTED FOR REMOVAL OR TRIMMING.		SAFETY TREE CITY	Closed	2/24/2021	

## Notes

Note
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Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021021	2/5/2021-BOARDWALK INSPECTION COMPLETED.		BOARDWALK INSPECTION	Closed	2/5/2021	

## Notes

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Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021020	2/11/2021-FOUND REFRIGERATOR PUT OUT FOR TRASH WITH DOORS ATTACHED. I SPOKE WITH HOME OWNER AND HAD HIM TO SECURE THE DOORS. CASE CLOSED.		REFRIGERATOR DUMP VIOLATION	Closed	2/11/2021	

## Notes



Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021018	2/9/2021-INSPECTION OF REMOVAL FROM CITY PROPERTY. ALL APEARS TO BE REMOVED.	173290 0000	VIOLATION OF CITY PROPERTY	Closed	2/10/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021017	2/8/2021-SUBJECT HAS PLACED FENCE ON CITY PROPERTY AND HAS BEEN ADVISED TO REMOVE. SUBJECT HAS ADDED FENCE NOT REMOVED IT. THE PROPERTY OWNER HAS BEEN CONTACTED AND A STOP ORDER PLACED ON PROPERTY.	173365 0010	FENCE PERMIT VIOLATION	Open	2/8/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021016	2/24/2021-INVESTIGATION OF ELEAGAL DUMPING OF CONCREET INTO SEWER SYSTEM.		DUMPING INVESTIGATION	Open		

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
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2021015	2/17/2021-LUCAS TREE SERVICE HAS PLACE LOGS ON CITY PROPERTY. THEY HAVE BEEN WARNED AND TOLD TO REMOVE THE LOGS FROM CITY PROPERTY.		VIOLATION OF CITY PROPERTY	Closed	2/18/2021	
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Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021014	2/2/2021-CASE SUBMITTED WAITING FOR CASE APPROVAL.		FENCE PERMIT VIOLATION	Open	2/26/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021013	2/3/2021-ARBORIST REPORT SUBMITTED.		tree removal/ arborist permit		2/4/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021012	2/3/2021-SUBJECTS INVOLVED OBTAINED AN ATTORNEY. CITY ATTORNEY SPOKE WITH ALL SUBJECTS INVOLVED AND THE OBSACALS HAVE BEEN REMOVED.	177653 2032	OBSTACLES PLACED IN ROADWAY	Closed	2/18/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
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2021011	2/3/2021-MS. OWENS HAS SOME SAFETY CONCERNS THAT SHE WANTED TO BRING TO THE CIT'S ATTENTION. SHE ALSO HAS QUESTIONS AS TO PERMITS THAT HAVE BEEN ISSUED.		SAFETY AND PERMIT CONCERNS	Closed	2/4/2021	
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Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021010	2/1/2021-MR. DION COMPLAINT WAS INVESTIGATED AND FOUND TO BE INCORECT. THE SUBJECT INVOLVED HAS ALL PROPER PERMITS AND IS WITHIN HIS RIGHTS.		NIGHBORS CONSTRUCTION	Closed	2/2/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021009	2/1/2021-INSPECTION OF CITY SIDEWALKS, NOTES MADE OF PROBLEMS TO CORRECT.		SIDEWALK INSPECTION	Closed	3/2/2021	

Notes

Note

Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021008	2/23/2021	178958 0126	tree removal/ arborist permit	Closed	2/23/2021	
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees

2021007	2/18/2021	172912 0010	tree damaged and fall during the demolition of the structure	Open		
Case #	Case Date	Parcel #	Description of Violation	Main Status	Date Completed	Total Fees
2021006	2/4/2021-I received a complaint of construction noise at the listed address that occurred at or about 10:00 Pm. I made contact with the complainant and advised to contact the police station if after 6 PM and the contractor was contacted and made aware of the complaint. This case is unverifiable at this time and has been closed.		noise/ construction	Closed	2/4/2021	

**Notes**

Note

						<b>\$0.00</b>
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Total Records: 17 3/01/2021  
 11- Tree removal inspections done



## Workshop Item #6A

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

<b>AGENDA ITEM:</b>	Workshop Meeting - Item 6A
<b>SUBMITTED BY:</b>	Utility Billing Supervisor Rosemary Marrero
<b>DATE:</b>	3/11/2021
<b>BACKGROUND:</b>	<p>Code Section 23-89 states the after hours reconnection fee is \$75.00 for water and/or sewer service.</p> <p>Code Section 23-105(b) states the after hours reconnection fee for stormwater and/or sewer service is \$50.00.</p> <p>The proposed ordinance would change the after hours reconnection fee for stormwater to \$75.00 to be consistent with the water reconnection fee.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Consider the proposed ordinance for First Read on April 5, 2021
<b>ATTACHMENT:</b>	Code Sections 23-89 and 23-105

## Chapter 23 – UTILITIES

### ARTICLE IV. - WATER AND SEWER SERVICE CHARGES

#### Sec. 23-89. - Notice of proposed termination of service; administrative hearing; disconnecting service for failure to pay charges; reconnecting fee.

- If any bill for the use of the services and facilities of the water system and/or the sewer system shall be and remain due and unpaid after the twentieth (20th) day of each billing cycle in which the same shall have been submitted to the customer, a written notice shall be provided, which shall apprise such customer of the past due amount, the disconnection and the availability of an administrative hearing. Upon such request, the city manager or his designee will afford an administrative hearing at the convenience of the customer to consider any complaint of erroneous or incorrect billing and to review any disputed bill and to rectify any error. Should such customer either fail for a period of nine (9) days to seek such an administrative hearing or fail to pay any sum determined to be properly due as a result of such administrative procedures, all services to such customer so in arrears shall be immediately disconnected and shall not be reconnected until all past due bills for water and/or sewer services are paid in full, together with a reconnection charge of twenty-five dollars (\$25.00) during normal city hall business hours and **seventy-five dollars (\$75.00)** during other hours.

(Code 1959, § 24-35; Ord. No. 90-2-1, § 1, 1-8-90; Ord. No. 1998-08, § 1, 4-6-98; Ord. No. 1999-15, § 1, 12-6-99; Ord. No. 2010-09, § 3, 5-3-10)

### ARTICLE V. - STORMWATER UTILITY SYSTEM

#### Sec. 23-105. - Billing and payment.

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

**\$75.00**

(Ord. No. 2002-02, § 5, 5-6-02)