



**AGENDA**  
**Special and Workshop City Council Meeting**  
**Monday, October 17, 2022, 6:00 P.M.**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. PUBLIC COMMENTS
3. CONSIDERATION OF ADOPTION OF THE NEPTUNE BEACH EMPLOYEE HANDBOOK p. 3
4. CONSIDERATION OF APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE GRANT CONTRACT BETWEEN THE CITY OF NEPTUNE BEACH AND THE CITY OF JACKSONVILLE FOR THE OPERATION OF THE NEPTUNE BEACH SENIOR ACTIVITY CENTER p. 87
5. CONB BID NO. 2022-03-NEPTUNE BEACH SENIOR ACTIVITY CENTER PORCH AND EXTERIOR FINISHES BID PACKAGE FOR APPROVAL TO BID p. 127
6. RESOLUTION NO. 2022-07, A Resolution of the City of Neptune Beach, Florida, Adopting a Schedule of Fees to be Instituted for Various City Services; Providing for Severability and Providing an Effective Date. p. 330
7. ADJOURN

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

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST
  - A. StormSensor Project Presentation
3. DEPARTMENTAL SCORE CARD p. 372
  - A. Roadbotics Asphalt Asset Management Demonstration
4. COMMITTEE REPORTS
  - A. Charter Review
  - B. Finance
  - C. Land Use and Parks
  - D. Transportation and Infrastructure Planning
  - E. North Florida TPO Board Meeting Report
5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES / NONE

7. CONTRACTS / AGREEMENTS / NONE
8. ISSUE DEVELOPMENT
  - A. Discussion on Hosting City Council Town Hall Meeting
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. ADJOURN



Residents attending public meetings can use the code **79KT** 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 Agenda Item #3  
 Res. No. 2022-08, Employee Handbook

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

<b>AGENDA ITEM:</b>	Special Meeting Agenda Item # 3 – Res. No. 2022-08, Employee Handbook
<b>SUBMITTED BY:</b>	City Manager Stefen Wynn City Clerk/HR Director Catherine Ponson
<b>DATE:</b>	October 13, 2022
<b>BACKGROUND:</b>	<p>The City of Neptune Beach began the update of an entire new handbook in May 2021. It has been reviewed by Department Heads and the City Attorney.</p> <p>This employee handbook replaces the Personnel Policy from 1994, as amended, and Employee Handbook dated May, 2018.</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	Consider adoption of the new Employee Handbook
<b>ATTACHMENT:</b>	Resolution No. 2022-08 Employee Handbook



**RESOLUTION NO. 2022-08**

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA,  
ADOPTING AN EMPLOYEE HANDBOOK; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Neptune Beach desires to adopt a new Employee Handbook;  
and

**WHEREAS**, the City of Neptune Beach has determined that a handbook describes  
some of the expectations of employees and to outline the policies, programs, and benefits  
available to employees; and

**THEREFORE, BE IT RESOLVED**, by the City of Neptune Beach City Council:

**Section 1.** The City of Neptune Beach Employee Handbook, dated November 1,  
2022, a copy of which is attached hereto, is hereby approved and adopted.

**Section 2.** This Resolution and the Employee Handbook attached hereto shall take  
effect November 1, 2022. All employees of the City shall be provided a copy of such  
Employee Handbook and shall sign an acknowledgement and receipt therefor.

Done and adopted by the City Council of Neptune Beach, Florida, at the Regular  
Council Meeting held this 17<sup>th</sup> day of October, 2022.

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
\_\_\_\_\_  
City of Neptune Beach Attorney



# **EMPLOYEE HANDBOOK**

**ISSUE DATE: 11/01/2022**



WELCOME!

It is our privilege to welcome you to the City of Neptune Beach and we wish you every success as an employee of our City. Neptune Beach is an outstanding City, due in part to the dedication of the workforce. We believe that each employee contributes directly to the City's growth and success, and that our employees, residents, and customers of City-related services are our most important assets.

This handbook was developed to describe some of the expectations of employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the handbook as soon as possible, as it will answer many questions about employment at the City of Neptune Beach.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Sincerely,

The City of Neptune Beach City Council

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# INTRODUCTION

## 040 Introductory Statements

For purposes of these work guidelines all employees shall be referred to as "employee(s)." The City of Neptune Beach will be referred to as the "CONB".

Supervisory responsibilities defined in this employee handbook may be designated with multiple titles including "the immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the City Manager, and/or the Mayor" since these are the primary supervisory positions with responsibility for employees who report to them. This designation does not imply that employees should bypass the normal organizational structure by contacting the City Manager or the Mayor instead of their immediate Supervisor, the Division Chief, or their Department Head.

These work guidelines have been designed to acquaint employees with the CONB and provide them with information about working conditions, employee benefits, and some of the policies affecting their employment. Employees are responsible to read, understand, and comply with all provisions of the handbook. It describes many of their responsibilities as an employee and outlines the programs developed by the CONB to benefit employees. One of management's objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook may anticipate every circumstance or question about policy. As the CONB continues to grow, the need may arise and the CONB reserves the right to revise, supplement, or rescind any policies or portion of the employee handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting employees or the CONB to end our employment-at-will relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur and employees will be expected to acknowledge in writing that they have received those changes. Nothing in this employee handbook shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

## 060 Resident Relations

Residents are among the City's most valuable assets. Every employee represents the CONB to residents and the public. The way employees do their jobs presents an image of the entire City. Residents judge all of the employees by how they are treated with each employee contact. Therefore, one of the first business priorities for all employees is to assist any resident or potential resident. Employees should not engage in arguments, debates, or lengthy discussions with residents regarding the CONB's policies, procedures, or services. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention employees give to residents. Any employee who receives a complaint from a resident should refer the individual to the City Manager's Office.

Personal contact with the public, manners on the telephone, and the communications sent to residents are a reflection not only of each employee, but also of the professionalism of the CONB. Positive resident relations not only enhance the public's perception or image of the CONB, but also pay off in greater resident loyalty.

# **EMPLOYMENT**

## **101 Nature of Employment**

Employment with the CONB is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the CONB may terminate the employment-at-will relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the CONB and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the CONB's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Council. Any discrepancy between this handbook and the personnel rules contained in the City's Code of Ordinances (the Code), shall be interpreted in favor of the Code. All references to "City Manager" contained in this handbook mean the City's Chief Executive Officer as defined in the Code, Sec. 2-81, or his or her designee. When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this employee handbook, those policies and procedures will prevail.

## **102 Employee Relations**

The CONB believes that the working conditions, wages, and benefits it offers to its employees are competitive with those offered by other government employers in this area. If employees have concerns about working conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager.

Experience has shown that when employees deal openly and directly with their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager, the work environment can be excellent, communications can be clear, and attitudes can be positive. Management believes that the CONB amply demonstrates its commitment to employees by responding effectively to employee concerns.

The City Manager will make determinations as to changes or alterations in salary, leave or other special circumstances. In addition, the City Manager may determine that a transfer or reassignment of any employee is necessary to fulfill the business needs and requirements of the City. Employee compensation, hours of employment, work locations, and all other terms and conditions of employment are subject to modification by the City's discretion subject to oversight and review. Statements or representations made by City representatives concerning the terms and conditions of employment will not be binding on the City unless reduced to writing and signed by the appropriate authority.

## **103 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the CONB will be based on merit, qualifications, and abilities. The CONB does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex (pregnancy, gender identity, and sexual orientation), national origin, age (40 and over), disability, genetic information

as referenced in the Genetic Information Nondiscrimination Act (GINA), military service veteran status, or any other characteristic protected by federal, state and local laws. The State of Florida recognizes marital status as a protected class.

The CONB will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including recruitment, selection, job assignment, transfer, promotions and demotions, compensation, benefits, social and recreational programs, discipline, termination, and access to training, development, and educational assistance programs.

The City will consider requests for religious accommodations. Such requests may include time off for attendance at religious services, an absence for observance of a religious holiday, or an employee's attire. The City will try to balance employees' rights regarding religious expression with the City's need to maintain an efficient and productive workplace. Reasonable accommodations may be made for an employee's religious beliefs, unless such an accommodation results in an undue hardship for the City, or creates an unsafe working condition.

The City is committed to acknowledging and valuing diversity and creating an environment in which each individual's unique strength and abilities are developed and valued. All employees share in the responsibility of creating and fostering this environment, and are expected to demonstrate mutual respect and acceptance in the workplace. Diversity among employee enhances communication, problem-solving and decision-making skills, thereby improving the City's productivity and performance. A diverse workforce mirrors the diverse make-up of the surrounding communities and residents, enabling the City to better understand, and more effectively respond to, market changes. The City strives for excellence in its ability to create an inclusive, respectful, and equitable environment for all employees through leadership, policies, and practices.

Employees are encouraged to contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager with questions or concerns regarding any type of discrimination in the workplace. Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination may be subject to disciplinary action, up to and including termination of employment.

## 104 Business Ethics and Conduct

The successful business operation and reputation of the CONB is built upon the principles of fair dealing and ethical conduct of all employees. The CONB's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the CONB is dependent upon residents' trust and the City is dedicated to preserving that trust. Employees owe a duty to the CONB and its residents to act in a way that will merit the continued trust and confidence of the public.

The CONB will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct.

Employee should:

- Not make unauthorized commitments or promises that bind the CONB.
- Not use their position for private gain.
- Put forth an honest effort in the performance of their duties.
- Act impartially and not give preferential treatment to private organizations or individuals.
- Protect and conserve CONB property and funds.

Refer to Policy #108 – Conflicts of Interest for additional information.

If a situation arises where it is difficult to determine the proper course of action the matter should be discussed openly with a Department Head, the City Manager, and if necessary, with the Mayor for advice and consultation.

Employees are required to immediately report any observed, known or perceived violations of any policy or law. Reports should immediately be made to an immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager. All reports will be investigated in a timely manner with care and consideration given to confidentiality and privacy, pursuant to Florida State Statute 112.3188. Employees are expected to fully cooperate in any investigation involving issues relating to the City’s rules, regulations, procedures, or any other aspect of the City’s business. The City shall ensure employees who utilize this procedure for reporting potential, perceived, or actual policy or procedural violation are free from all retaliation due to reporting or cooperating in an investigation.

Compliance with this policy of business ethics and conduct is the responsibility of every CONB employee. Disregarding or failing to comply with this standard of business ethics and conduct may lead to disciplinary action, up to and including termination of employment.

## 105 Nepotism in the Workplace

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment may be carried over into day-to-day working relationships. Accordingly, the CONB follows Florida State Statute 112.3135 Restriction on Employment of Relatives with regards to nepotism.

For purposes of this policy, a relative is defined as a husband or wife, father or mother, stepfather or stepmother, father-in-law or mother-in-law, son or daughter (including an adopted child), stepson or stepdaughter, daughter-in-law or son-in-law, brother or sister, stepbrother or stepsister (including a brother or sister by half-blood), brother-in-law or sister-in-law, niece or nephew, aunt or uncle, daughter-in-law or son-in-law, or first cousin.

A “Public official” is defined as an officer, including a member of the Legislature, the Governor, and a member of the Cabinet, or an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.

“Employed” is defined an individual who is employed by the CONB on a regular full-time, regular part-time, or temporary/seasonal basis. The term includes an individual who is a party to an employment contract with the CONB. However, the term does not include an individual who holds an elected office.

“Direct line of supervision” is defined as an elected or appointed officer or employee who is in a position to affect the terms and conditions of another employee’s employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluations. The term does not include the responsibilities of the executive, legislative body, or fiscal body of the CONB, as provided by law, to make decisions regarding salary ordinances, budgets, or personnel policies of the City, or persons serving in a volunteer capacity who provide emergency medical, firefighting, or police services. Such persons may receive, without losing their volunteer status, reimbursements for the costs of any training they get relating to the provision of volunteer emergency medical, firefighting, or police services and payment for any incidental expenses relating to those services that they provide.

A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in an agency if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the agency, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative of the individual is a member. However, this shall not apply to appointments to boards other than those with land-planning or zoning responsibilities in those municipalities with less than 35,000 population. This subsection does not apply to persons serving in a volunteer capacity who provide emergency medical, firefighting, or police services. Such persons may receive, without losing their volunteer status, reimbursements for the costs of any training they get relating to the provision of volunteer emergency medical, firefighting, or police services and payment for any incidental expenses relating to those services that they provide.

Employees may contact the City Manager for additional information on nepotism in the workplace.

## 106 Employee Medical Examinations

To help ensure that employees are able to perform their duties safely, medical examinations may be required in certain job categories. After an offer has been made to an applicant entering a designated job category, a medical examination may be performed at the CONB’s expense by a health professional of the CONB’s choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam and a satisfactory or negative drug test. Routine medical examinations for current employees of the Police Department and Public Works Department may be required based upon the Florida Police Accreditation Coalition’s and the Florida Department of Transportation’s (FDOT’s) requirements.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Refer to Policy #214 – Medical Information Privacy for additional information.

## 107 Immigration Law Compliance

The CONB is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the CONB within the past three-years, or if their previous Form I-9 is no longer retained or valid. In addition, the CONB utilizes E-Verify, an

Internet-based system that compares information from an employee's Employment Eligibility Verification Form I-9, to data from U.S. Department of Homeland Security and the Social Security Administration records to confirm employment eligibility.

The Form I-9 may be completed by the employee prior to their first day of work, but federal law requires that this form be completed no more than three-days after the employee starts their employment. Failure to complete this form will cause the employee not to be established as an employee with the CONB and they will not be able to be paid through the CONB's payroll system until the form is properly completed.

Employees may contact the City Manager's Office for additional information on immigration law compliance. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## 108 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the CONB wishes the business to operate and does not supersede Florida State Statutes Chapter 112. The purpose of these guidelines is to provide general direction so that employees may seek further clarification on issues related to the subject of acceptable standards of operation.

Transactions with outside firms must be conducted within a framework established and controlled by the City Council. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that may be interpreted to involve unusual gain require specific approval from the City Council.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a dependent as a result of the CONB's business dealings. For purposes of this policy, a relative is defined as a husband or wife, father or mother, stepfather or stepmother, father-in-law or mother-in-law, son or daughter (including an adopted child), stepson or stepdaughter, daughter-in-law or son-in-law, brother or sister, stepbrother or stepsister (including a brother or sister by half-blood), brother-in-law or sister-in-law, niece or nephew, aunt or uncle, daughter-in-law or son-in-law, or first cousin. "Elected official" refers to a member of the City Council, or any other elected City official.

No elected or appointed official, or employee shall:

- Personally profit directly or indirectly from any contract, purchase, sale, or service between the City and any person or other municipality; or as an agent providing any surety, bail, or bond required by law.
- Accept any free or preferred services, benefits, or concessions from any person or municipality.
- Make or attempt to make private purchases, for cash or otherwise, in the name of the City, nor shall he or she otherwise use or attempt to use his or her position to secure unwarranted privileges or exemptions for himself or herself or others.

No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or

frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

### **Contracts**

The CONB may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with an individual who is a relative of an elected or appointed official or a business entity that is wholly or partially owned by a relative of an elected or appointed official. The CONB may also enter into a contract or renew a contract with an individual or business entity if all of the following are satisfied: the elected or appointed official files with the CONB a full disclosure, which must be in writing, describe the contract or purchase to be made, describe the relationship that the elected or appointed official has to the individual or business entity that contracts or purchases, be affirmed under penalty of perjury, be submitted to the City Council and be accepted by the City Council in a public meeting prior to final action on the contract or purchase. The CONB must make a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered or make a certified statement of the reasons why the vendor or contractor was selected. In addition, the CONB must satisfy all other requirements under Florida State Statutes 112.311-112.326. This does not affect the initial term of a contract in existence at the time the term of office of the elected or appointed official of the CONB begins.

### **Disclosure of Personal Interest by Official Vote**

An elected or appointed official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote, and so it appears in the minutes, any personal interest and/or special private gain or loss that affects or gives the appearance that it affects the elected or appointed official's consideration and vote on the measure. In addition, the official may recuse himself or herself from voting on the measure as provided for by Florida State Statutes 112.3143.

### **Disclosure of Personal Interest in Nonvoting Matters**

An elected or appointed official or employee who must exercise discretion to any matter, other than casting a vote, and who has a personal interest in the particular person or entity being regulated or supervised that affects or gives the appearance that it affects the exercise of the discretion shall disclose the interest on a form provided by and filed with the City Clerk before the exercise of the discretion. In addition, the elected or appointed official, or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself or herself from the exercise of discretion in the matter.

### **Acceptance of Gratuities, etc.**

All elected offices and employees are bound by the "gift" provisions of state laws, including Florida State Statutes 112.313(2) and (4), 112.3148, 112.31485, and 112.3215 and the Florida Commission on Ethics revised *Overview of Laws Relating to "Things of Value", Gifts, and Expenditures*. As such, an elected or appointed official, or employee may not accept, directly or indirectly, any money, gift, or other compensation or favor of any kind from anyone other than the CONB for the performance of an act, or refraining from performance of an act, that he or she would be expected to perform, or refrain from performing, in the regular course of his or her duties; or that might reasonably be interpreted as an attempt to influence his or her discretion, or reward him or her for past exercise of discretion, in executing municipal business.

### **Use of Information**

An elected or appointed official, or employee may not disclose any information obtained in his or her official capacity or position of employment that is made confidential under federal or state law, or with the intent to result in financial gain for himself or herself or any other person or entity, except as authorized by law.

### **Use of Municipal Time, Facilities, Etc.**

An elected or appointed official, or employee may not use or authorize the use of municipal time, facilities,

equipment, or supplies for private gain or advantage to himself or herself, or to any private person or entity, except authorized by legitimate contract or lease that is determined by the governing body to be in the best interest of the CONB.

#### **Use of Position or Authority**

An elected or appointed official, or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the CONB, or attempt to use his or her position to secure any privilege or exemption for himself or others that is not authorized by the charter, general law, ordinance, or policy of the CONB.

#### **Use of City Seal or Logo**

Employees may not use a symbol that imitates the City seal or logo, or that may be mistaken therefore, that is designed, intended or likely to confuse, deceive, or mislead the public, for private or commercial purposes, or for any purpose other than the official business of the City, without written authorization from the City Clerk, or the City Manager.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to their immediate Supervisor, the Division Chief, the Department Head, the City Clerk, the City Manager, the Mayor, or a member of the City Council, as soon as possible the existence of any actual or potential conflict of interest so that safeguards may be established to protect all parties.

The City Attorney is designated as the Ethics Officer for the CONB. The City Attorney shall investigate any credible complaint against an appointed official or employee charging any violation, or may undertake an investigation on his or her own initiative when he or she acquires information indicating a possible violation and make recommendations for action to end and seek retribution for any activity that, in the City Attorney's judgment, constitutes a violation of this policy. This may include filing appropriate documentation with the Florida Commission on Ethics. Upon conclusion of an investigation, the City Attorney may render a verbal or written advisory ethics opinion based upon this policy and other applicable laws. Upon written request of an elected or appointed official, or employee potentially affected by a provision of this policy, the City Attorney shall notify and consult with the Florida Commission on Ethics. The City Attorney may request the governing body hire another attorney, individual, or entity to act as Ethics Officer when he or she has or will have a conflict of interest in the particular matter.

When a complaint of a violation of any provision is lodged against a member or members of the CONB's governing body, the governing body shall either determine that the complaint has merit, determine the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. When a violation of this policy also constitutes a violation of a personnel policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel provision rather than a violation of this policy.

While this policy is comprehensive it is not all-inclusive. An elected official or appointed member of a separate municipal board, commission, authority, corporation, or other instrumentality who violates this policy is subject to punishment as provided in the CONB charter or applicable law and, in addition, is subject to censure by the governing body. An appointed official or an employee who violates any provision of this policy may be subject to disciplinary action, up to and including termination of employment. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

Employees may contact their Department Head, the City Clerk, or the City Manager for additional information regarding conflicts of interest.



## 110 Outside Employment

No City employee shall engage in any outside employment without a written authorization from the City Manager, or his or her designee. In the case of the City Clerk, the City Manager, or the City Attorney, City Council approval is required. Such authorizations shall not be granted if the work is likely to interfere with the satisfactory performance of the employee's duties, or is incompatible with the employee's City employment, or is likely to cast discredit upon, or create embarrassment for the City.

All employees will be judged by the same performance standards and will be subject to the CONB's scheduling demands, regardless of any existing outside work requirements. If the CONB determines that an employee's outside work interferes with performance or the ability to meet the business requirements of the CONB as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain as an employee with the CONB.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the CONB for materials produced or services rendered while performing their jobs. Refer to Policy #108 – Conflicts of Interest for additional information.

## 112 Non-Disclosure

The protection of confidential information is vital to the interests and the success of the CONB. Florida State Statute 112.313(8) states what is considered to be public record and the CONB will comply with all guidelines. Such confidential information includes information acquired in the course of one's work, and may include:

- Business matters, present and prospective
- Computer processes
- Computer programs and codes
- Facilities security information
- Financial information
- Legal strategies
- Marketing strategies and related information
- Pending projects and proposals
- Research and development strategies
- Resident, constituents, and local business preferences, lists and related information
- Security operations and related information
- Technological data
- Vendor/supplier lists and related information

Chapter 119.071 3 (b) of the Florida Sunshine Laws also state general exemptions from inspection or copying of public records, which include but are not limited to:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. 1 of the State Constitution.
2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:
  - a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
  - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
  - c. Upon a showing of good cause before a court of competent jurisdiction.

Dissemination, use, removal, and transportation of such information must be treated with caution and discretion and may only be done when required in the normal course of business. Confidential records of the City are not to be removed from the premises without prior consent of the City Manager.

While the City's normal operations require the full flow of information throughout the organization, confidential information available to one department of the City may be communicated to other departments only when required in the normal course of business.

All employees have a responsibility to respect, and maintain the privacy and confidentiality of another employee's protected health care and other information. Anyone inappropriately disclosing such information, without prior authorization or permission, will be subject to disciplinary action, up to and including termination of employment. Refer to Policy #214 – Medical Information Privacy for additional information.

Researching confidential information from City records about individuals, groups, businesses, or other employees for non-business-related reasons is prohibited. Use or disclosure of such knowledge or information in an inappropriate manner may result in civil and/or criminal penalties for the employee and for the City.

Only authorized City representatives may release information to the public. All records requests received by City Departments must be referred to the City Clerk.

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information may be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

## 114 Disability Accommodations

The CONB is committed to complying fully with the Americans with Disabilities Act and its Amendments Act (ADAAA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis in accordance with both federal and state laws.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, benefits, training, and lines of progression. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

The CONB will make reasonable accommodations for the known physical, emotional, and mental disabilities of otherwise qualified employees, unless the accommodation would impose an undue hardship on the City. Because the need for an accommodation is often not apparent, it is the responsibility of the employee to submit a request for accommodation to his or her Department Head. The employee may be asked to provide medical evidence to support the need for the requested accommodations.

Employees with life-threatening illnesses, such as cancer, heart disease, AIDS, etc. often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The CONB supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the CONB will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The CONB will take reasonable precautions to protect such information from inappropriate disclosure. Department Heads and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information may be subject to disciplinary action, up to and including termination of employment. Refer to Policy #214 – Medical Information Privacy for additional information.

The CONB is also committed to not discriminating against any qualified employees because they are related to or associated with a person with a disability. The CONB will follow any state or local law that provides individuals with disabilities greater protection than the ADAAA.

This policy is neither exhaustive nor exclusive. The CONB is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADAAA and all other applicable federal, state and local laws.

Employees may contact the City Manager's Office for additional information regarding disability accommodations. Employees may raise questions or complaints about the ADAAA compliance without fear of reprisal.

## 115 Lactation Accommodations

The CONB supports breastfeeding mothers by accommodating the mother who wishes to express milk during her workday when separated from her newborn child. Any full-time employee who is breastfeeding will be provided up to two break periods of 20-minutes each to express milk for her newborn. Also, a reasonable place to express milk, other than a restroom, will be provided for the mother. The employee and her Department Head will agree on the times for these breaks. In addition, the CONB will provide an area for the milk to be stored.

Employees may contact their Department Head, the Human Resources Coordinator, or the City Manager's Office for additional information regarding lactation accommodations.

## 116 Job Posting

The CONB makes every effort to post a job internally when one becomes vacant and is designated by the City Council to be filled. Vacant jobs will be posted on the City's social media pages and website, at the City Hall and Public Works Buildings, and with the Florida League of Cities and the International City/County Management Association (ICMA). Nonexempt positions covered by the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) and the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) will be posted internally for 10 calendar days before being posted externally.

Current employees who have an interest in the open position may complete an application at the City Manager's Office. The Supervisor, Division Chief, or Department Head are responsible for reviewing all applications under their purview, and making recommendations to the Human Resources Coordinator, and the City Manager on whom they would like to extend an offer. For current employees applying for a job within another department, the hiring Department Head has the authority to review personnel records and talk with the current Department Head regarding the employee's performance and attendance prior to the initial interview. All internal and external hiring is subject to the approval of the City Manager.

### **Promotion**

A promotion is an assignment of an employee from one position to another, which has a higher maximum rate of pay, rank, and responsibility. Vacancies in positions above the lowest rank in any category shall be filled as far as practical by the promotion of current, eligible employees. If the City Manager determines there are no qualified employees eligible for promotion, then the position will be filled from a list of eligible applicants as determined by the recruitment process. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for affecting an increase in compensation. When an employee in one pay range is promoted to a position in another pay range and the employee's current rate of pay is less than the minimum rate for the new position, the employee's pay shall be raised to the minimum rate. When the employee's pay falls above the new minimum rate, the employee will move to the new skill level at the next higher step from his or her old pay rate.

### **Transfer**

When an employee desires to transfer from one position to another, it must be approved by the City Manager. The transfer of an employee from one position to another without significant change in level of responsibility may be effective:

- When the new employee meets the qualification requirements for the new position.
- If it is in the best interest of the City.
- If it meets the personal needs of the employee as consistent with the other requirements of this rule.
- When a reasonable accommodation is needed when an employee is unable, due to a disability, to continue to perform the essential functions of his or her job.

An employee who transfers from one City department to another will retain and carry forward all benefits accrued as of the date of the transfer. As a general rule, lateral transfers require no increase in compensation. Employees in one classification who transfer from a position of a higher rate of pay to a position of a lower rate of pay shall have their pay rate reduced to the appropriate rate of pay for the new position.

All applications will be kept in the City Clerk's Office for a period of three-years from the date of application. The City Manager has the sole authority to approve all Department Head recommendations for the hiring of either external candidates or internal employees to fill vacant jobs within the CONB.

Nothing in this section shall impair or limit the City's ability to transfer employees from one position to another position if the City determines that it is in the best interest of the City to affect such a transfer.

Employees may contact the City Manager's Office for additional information regarding job postings.

## **EMPLOYMENT STATUS & RECORDS**

### **201 Employment Categories**

It is the intent of the CONB to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment-at-will relationship at any time is retained by both the employee and the CONB.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws, and include those employed under the provisions of government programs or grants. Exempt employees are paid on a salary basis that does not vary from week to week based upon the quality or quantity of work performed. In other words, exempt employees are paid "to get the job done." Thus, an exempt employee's pay will not be reduced in any fashion for partial day absences, except when permitted by law, such as unpaid intermittent FMLA leave. Any deductions from an exempt employee's salary will be in compliance with acceptable parameters for such deductions. For example, the following types of deductions are permissible with regard to exempt employees' pay:

- No work is performed in a workweek;
- Absences of one or more full days for personal reasons other than sickness or disability if all earned and applicable paid time off has been exhausted;
- Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week;
- Penalties imposed by infractions of safety rules of major significance;
- Unpaid disciplinary suspensions of one or more full days in accordance with the City's disciplinary policy;
- Deductions for the first and last week of employment, when only part of the week is worked by the employee; and
- Deductions for unpaid leave taken in accordance with an approved absence under the Family and Medical Leave Act.

#### **Complaint Procedure**

Employees who believe their pay has been improperly reduced should immediately contact the City Clerk's Office.

The CONB will investigate the employee's concern and determine whether an inadvertent improper deduction has been made. If the deduction was in fact improper, the CONB will reimburse the employee on the next regularly scheduled pay date. The CONB complies with all applicable laws concerning the payment of wages and will correct any inadvertent improper deduction should it occur and monitor the situation to ensure no further issues arise.

An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the City Manager.

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work a full-time schedule of 30-hours or more per week. Generally, they are eligible for the CONB's benefit package, subject to the terms, conditions, and limitations of each benefit

program.

**REGULAR PART-TIME** employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30-hours per week. Regular part-time employees may be eligible for some benefits sponsored by the CONB, subject to the terms, conditions, and limitations of each benefit program.

**INTRODUCTORY** employees are those Police Department employees whose performance is being evaluated to determine whether further employment is appropriate. Refer to Policy #205 – Introductory Period for additional information.

**TEMPORARY or SEASONAL** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits such as workers' compensation insurance and Social Security, they are ineligible for all of the CONB's other benefit programs.

## 202 Access to Personnel Files

The CONB maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance evaluations and salary increases, and other employment-related records.

Personnel files are the property of the CONB and access to the information they contain is restricted. Generally, only Department Heads and management employees of the CONB who have a legitimate reason to review information in a file are allowed to do so. For those employees of the Northeast Florida Public Employees Local 630 or the Neptune Beach Public Safety Department's Labor Council, personnel files may be open for investigation by the appropriate union steward in the investigation of any grievance, either in the presence of, or with the oral permission of the CONB. Refer to the collective bargaining agreements for additional information regarding personnel files.

Employees who wish to review their own file may contact the City Clerk's Office. With reasonable advance notice, employees may review their own personnel file in the City Clerk's Office and in the presence of an individual appointed by the CONB to maintain the files. Any disagreement or objection to information contained in the personnel file may be submitted in writing to the City Clerk. Under no circumstance may an employee alter, copy, or remove any document in their personnel file. Personnel files may not be removed from City-owned property.

Former employees and other individuals who are not employed by the City will not be permitted access to personnel files. Additionally, requests by former employees for copies of documents in their personnel file will not be honored, unless it is requested by a court of law.

## 203 Employment Reference Checks

The City Clerk's Office will respond to those reference check inquiries that are submitted via telephone, email, fax, or mail. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the employee who is the subject of the inquiry.

## 204 Personnel Data Changes

It is the responsibility of each employee to promptly notify the CONB of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, recent educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, employees should notify the City Clerk's Office. Any unreported changes in personal status may impact an employee's eligibility under some of the City's benefits.

## 205 Introductory Period

According to Florida statute 443.131(3)(a)(2), civilian employees shall be considered probationary employees during the first 90-days of employment with the City for performance standards. The 90-day probationary period shall be used to assess an employee's work ability, knowledge, and attitude. At any time during the 90-day period, the probationary employee may be rejected and employment terminated. This probationary period also applies to any employee who has been promoted. All employees shall be considered probationary employees during the first 180-days for benefits eligibility.

New employees in the Police Department will have a one-year (365-day) introductory period from the initial date of their employment. The CONB uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the CONB may end the employment-at-will relationship at any time during the introductory period, with or without cause or advance notice. Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification and will be entitled to the rights and protections, if any, afforded to a Police Officer pursuant to the Florida State Statute 110.227.

During the introductory period, new employees in the Police Department are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other CONB provided benefits, subject to the terms and conditions of each benefit program and in accordance with the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA). Employees should read each Summary Plan Description (SPD) for each specific benefit program for additional information on eligibility requirements.

## 208 Falsification of Employment Applications

The CONB relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## 209 Performance Evaluations

Department Heads and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation may be conducted no less than annually or at the discretion of the immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager to provide the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, discuss positive, purposeful approaches for meeting goals, and support changes in job status and/or salary level.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

## 210 Job Descriptions

The CONB makes every effort to create and maintain accurate job descriptions for all positions within the municipality. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a Supervisory responsibilities section, a qualifications section (including education and/or experience and any certification required), a physical demands section, and a work environment section.

The CONB maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

Immediate Supervisors, Division Chiefs, Department Heads, the Human Resources Coordinator, and the City Manager prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up-to-date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Employees should contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager for additional information regarding job descriptions.

## 212 Salary Administration

The salary administration program at the CONB was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to the City's success, the CONB is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other municipalities or organizations in the area.

Compensation for every position is determined by several factors, including the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. The CONB periodically reviews its salary administration program and restructures it as necessary.

Merit increases in pay are used to reward successful performance. To be eligible for a merit increase, an employee must be employed with the CONB for at least 12-months of continuous service before the merit award date.

Merit increases are not guaranteed and are based on individual performance, departmental performance, and the CONB financial situation. When provided, a merit increase may accompany a performance review if the employee's performance and salary level so warrant. An employee whose pay is at the maximum of the salary range may not be granted a merit increase that would cause the base salary to exceed the maximum of the pay range for that position. The amount of the increase should be consistent with the approved merit budget.



Department Heads will recommend whether an employee should receive a merit increase based on his or her annual performance review and the amount of increase appropriate in regards to the performance results. Larger merit increases will be awarded to employees who consistently exceed performance standards. Increases will not be granted to employees whose performance has been rated as unsatisfactory overall. The following factors are the basis for awarding merit pay to employees:

- The employee's performance as reported in the annual performance review.
- The appropriate pay level within the range for the employee, considering the employee's performance and the performance of others in the pay range.
- Pay increase funds available.
- Recommendation of the Department Head, as approved by the City Manager.
- Employee temporarily assigned to an acting Department Head position by the City Manager (not to exceed 180-days).

Employees should bring their pay-related questions or concerns to the attention of their Immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager, who are responsible for the fair administration of departmental pay practices.

Employees may contact the City Manager for additional information regarding the salary administration program.

## 214 Medical Information Privacy

This Medical Information Privacy policy describes how health information about employees may be used and disclosed by the CONB and how employees may obtain access to this information. The CONB is committed to maintaining and protecting the confidentiality of employees' personal information in compliance with the Health Insurance Portability and Accountability Act (HIPAA). The City Manager is the designated Privacy Officer for all employee medical information.

This policy of privacy practices applies to the medical plans of the CONB that are covered by privacy regulations, e.g. medical, dental, and vision plans (collectively referred to as the Benefit Plans). The Benefit Plans are required by federal and state law to protect the privacy of employees' individually identifiable health information and other personal information and to provide employees with notice about their policies, safeguards, and practices. When the Benefit Plans use or disclose employees' protected health information, the Benefit Plans are bound by the terms of this policy, or a revised policy, if applicable.

The Benefit Plans will not use employees' protected health information or disclose it to others without the employees' authorization, except for the following purposes:

### **Treatment**

The Benefit Plans may disclose an employee's protected health information, or an employee's covered dependents' protected health information, to a health care provider or administrator for its provision, coordination, or management of the employees' health care and related services. For example, prior to providing a health service to an employee, the employee's doctor may ask for information concerning whether and when the service was previously provided to the employee. The Benefit Plans may use and disclose an employee's protected health information for treatment activities of a health care provider.

### **Payment**

The Benefit Plans may use and disclose an employee's protected health information to facilitate payment of premiums for an employee's coverage, and to determine and fulfill their responsibility to provide an employee's medical, dental, and vision benefits. For example, an employee's protected health information may be used to make coverage determinations, administer claims, and coordinate benefits with other

coverage employees may have. The Benefit Plans may also disclose an employee's protected health information to a health plan or administrator to determine an employee's eligibility for coverage, or for the health care provider to obtain payment for health care services provided to the employee.

### **Health Care Operations**

The Benefit Plans may use and disclose an employee's protected health information for their health care operations, or the health care operations of a third-party administrator of the Benefit Plans. For example, the Benefit Plans may use protected health information to conduct quality assessment and improvement activities. Other health care operations may include providing appointment reminders or sending an employee's information about treatment alternatives or other health-related benefits and services. The Benefit Plans also may disclose an employee's protected health information to another health plan or provider that has a relationship with an employee, to conduct quality assessment and improvement activities (for example, to perform case management).

### **Disclosure to Employer or Operating Organization**

The Benefit Plans may disclose an employee's protected health information to the CONB, or to an organization acting on the behalf of the CONB, to monitor, audit, and otherwise administer the employee health benefit plans in which employees participate. The CONB and its operating companies are not permitted to use protected health information for any purpose other than administration of an employee's medical, dental, and vision benefits. The Benefit Plans will not disclose protected health information to the CONB for the purposes of employment-related actions or decisions, or in connection with any other benefit or employee benefit plan. The Benefit Plans will identify employees who are authorized to receive and use protected health information.

### **Disclosure to Health Care Vendors and Accreditation Organizations**

The Benefit Plans may disclose an employee's protected health information to companies with whom they contract, if they need it to perform requested services. For example, the Benefit Plans may provide protected health information to vendors who provide important information and guidance to plan members with chronic conditions such as diabetes and asthma. Protected health information may be disclosed to accreditation organizations such as the National Committee for Quality Assurance (NCQA) for quality measurement purposes. When the Benefit Plans enter into these arrangements, they will obtain a written agreement to protect an employee's protected health information.

### **Public Health Activities**

The Benefit Plans may disclose an employee's protected health information for the following public health activities and purposes: 1) to report health information to public health authorities that are authorized by law to receive such information for the purpose of controlling disease, injury, or disability; 2) to report child abuse or neglect to a government authority that is authorized by law to receive such reports; 3) to report information about a product or activity that is regulated by the U.S. Food and Drug Administration (FDA) to a person responsible for the quality, safety, or effectiveness of the product or activity; and, 4) to alert a person who may have been exposed to a communicable disease, if the Benefit Plans are authorized by law to give this notice.

### **Health Oversight Activities**

The Benefit Plans may disclose an employee's protected health information to a government agency that is legally responsible for oversight of the health care system or for ensuring compliance with the rules of government benefit programs, such as Medicare or Medicaid, or other regulatory programs that need health information to determine compliance.

### **For Research**

The Benefit Plans may disclose an employee's protected health information for medical research purposes, subject to strict legal restrictions.

**To Comply with the Law**

The Benefit Plans may use and disclose an employee's protected health information to comply with the law.

**Judicial and Administrative Proceedings**

The Benefit Plans may disclose an employee's protected health information in a judicial or administrative proceeding or in response to a legal order.

**Law Enforcement Officials**

The Benefit Plans may disclose an employee's protected health information to the police or other law enforcement officials, as required by law or in compliance with a court order or other process authorized by law.

**Health or Safety**

The Benefit Plans may disclose an employee's protected health information to prevent or lessen a serious and imminent threat to the employee's health or safety or the health and safety of the general public.

**Government Functions**

The Benefit Plans may disclose an employee's protected health information to various departments of the government such as the U.S. Military, or the U.S. Department of State.

**Workers' Compensation**

The Benefit Plans may disclose an employee's protected health information when necessary to comply with workers' compensation laws.

**Other**

The Benefit Plans may disclose an employee's protected health information when necessary to file claims with re-insurers or stop-loss carriers, or to obtain coverage with re-insurers or stop-loss carriers. The Benefit Plans may also disclose an employee's protected health information to subrogation vendors to recoup payments made by the Benefit Plans that were reimbursed by other insurance arrangements.

**Uses and Disclosures with an Employee's Written Authorization**

The Benefit Plans will not use or disclose an employee's protected health information for any purpose other than the purposes described in this policy without the employee's written authorization. For example, the Benefit Plans will not supply protected health information to another organization for its marketing purposes or to a potential employer with whom an employee is seeking employment without the employee's signed authorization. Employees may revoke an authorization that has previously been given by sending a written request to the City Manager, but not with respect to any actions the Benefit Plans have already taken.

Employees may request restrictions on the use and disclosure of the employee's protected health information for the treatment, payment, and health care operations purposes explained in this policy. While the Benefit Plans will consider all requests for restrictions carefully, the Benefit Plans are not required to agree to a requested restriction.

Employees may ask to receive communications of their protected health information from the Benefit Plans by alternative means of communication or at alternative locations. While the Benefit Plans will consider reasonable requests carefully, they are not required to agree to all requests.

Employees may ask to inspect or to obtain a copy of their protected health information that is included in certain records the Benefit Plans maintain. Under limited circumstances, the Benefit Plans may deny employees access to a portion of their records. If employees request copies, the Benefit Plans may charge

employees copying and mailing costs.

Employees have the right to ask the Benefit Plans to amend protected health information that is contained in the Benefit Plans records. If the Benefit Plans determine that the record is inaccurate, and the law permits the Benefit Plans to amend it, the Benefit Plans will correct it. If the employee's doctor or another person created the information that the employee wants to change, the employees should ask that person to amend the information.

Upon written request, employees may obtain an accounting of disclosures the Benefit Plans have made of their protected health information. The accounting that the Benefit Plans provide will not include disclosures made before April 14, 2003, disclosures made for treatment, payment or health care operations, disclosures made earlier than six-years before the date of the request, and certain other disclosures that are exempted by law. If employees request an accounting more than once during any 12-month period, the Benefit Plans may charge those employees a reasonable fee for each accounting statement after the first one.

Employees may contact the City Clerk to obtain a paper copy of this policy, even if the employees previously agreed to receive notices electronically. Employees must also contact the City Clerk, if they wish to make any of the requests listed above.

If employees want additional information about privacy rights, do not understand their privacy rights, are concerned that the Benefit Plans have violated their privacy rights, or disagree with a decision that the Benefit Plans made about access to protected health information, they may contact the City Clerk or the City Manager.

Employees may also file written complaints with the Secretary of the U.S. Department of Health and Human Services. The CONB will not take any action against employees if they file a complaint.

The CONB may change the terms of this policy at any time. If the CONB changes this policy, the City may make the new policy terms effective for all protected health information that the Benefit Plans maintain, including any information the Benefit Plans created or received before the CONB issued the new policy. If the CONB makes any changes to the Medical Information Privacy policy, notice of the changes will be provided to employees.

## 216 Social Security Number Policy

To protect employees' personal information, the CONB prohibits the use of employees' Social Security numbers for identification purposes, except as allowed by law. The CONB will not:

- Publicly post or publicly display in any manner an employee's Social Security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise make available to the general public.
- Print an employee's Social Security number on any card required for the employee to access products or services provided by the CONB.
- Require an employee to transmit his or her Social Security number over the Internet, unless the connection is secure or the Social Security number is encrypted.
- Require an employee to use his or her Social Security number to access an Internet website, unless a password or unique personal identification number or another authentication device is also required to access the Internet website.
- Print an employee's Social Security number on any materials that are mailed to the employee, unless law requires the Social Security number to be on the document to be mailed.

However, Social Security numbers may be included in applications and forms sent by mail, including documents sent as part of an application or enrollment process; or to establish, amend, or terminate an account, contract, or policy; or to confirm the accuracy of the Social Security number.

In instances where the CONB previously used an employee's Social Security number in a manner inconsistent with this policy, it will continue using that employee's Social Security number in that manner, if all of the following conditions are met:

- The use of the Social Security number is continuous. If the use is stopped for any reason, the conditions listed above will apply.
- The employee is provided an annual disclosure that informs the employee that he or she has the right to stop the use of his or her Social Security number in a manner prohibited by those conditions listed above.

A written request by an employee to stop the use of his or her Social Security number in a prohibited manner will be implemented within 30-days of the receipt of the request. There will be no fee or charge for implementing the request. The CONB will not deny services to an employee because the employee makes a written request to stop the use of his or her Social Security number.

The CONB will continue to collect, use, or release Social Security numbers as required by federal or state law, and may use Social Security numbers for internal verification or administrative purposes.

Employees should contact the City Manager for additional information regarding the use of their Social Security number.

## **EMPLOYEE BENEFIT PROGRAMS**

### **301 Employee Benefits**

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Human Resources Coordinator or the City Manager may identify the programs for which employees are eligible. Details of many of these programs may be found elsewhere in the employee handbook.

The following benefit programs may be available to eligible employees:

- Benefits Continuation (COBRA)
- Bereavement Leave
- Clothing and Boot Allowance
- Family and Medical Leave Act (FMLA)
- Group Life and AD&D Insurance
- Health Insurance
- Holidays
- Jury Duty
- Licensing and Certification
- Military Leave
- Paid Time Off (PTO)
- Retirement Savings Plans
- Small Necessities Leave
- Time Off to Vote
- Voluntary Benefits
- Witness Duty

- Workers' Compensation Insurance

Most benefit programs require contributions from employees; however, some are fully paid by the CONB.

### 303 Paid Time Off (PTO)

Paid time off (PTO) is available to eligible employees to provide opportunities for rest, relaxation, personal illness or injury, illness or injury of a member of the employee's household, and personal pursuits.

Employees in the following employment classification(s) are eligible to accrue and use PTO as described in this policy:

- Regular full-time employees

The amount of PTO an employee accrues each year increases with the length of their employment as shown in the following schedule:

<b>Length of Employment</b>	<b>Number of Hours Accrued per Pay Period</b>	<b>Number of Hours Accrued per Year</b>	<b>Number of Days Accrued Per Year</b>
Calendar Year One through Calendar Year Four	6.15-Hours	160-Hours	20-Days
Calendar Year Five through Calendar Year Nine	7.07-Hours	184-Hours	23-Days
Calendar Year Ten through Calendar Year 14	8.00-Hours	208-Hours	26-Days
Calendar Year 15 through Calendar Year 19	8.92-Hours	232-Hours	29-Days
Calendar Year 20 through Calendar Year 24	9.85-Hours	256-Hours	32-Days
Calendar Year 25 and thereafter	10.77-Hours	280-Hours	35-Days

Employees in the Finance Department shall be required to take at least five consecutive workdays off each year, in order to enhance security and internal control by letting someone else do their job while the respective person is on PTO, thereby providing a second check of the work.

PTO may only be taken when an eligible employee has accrued time available. PTO may be taken in increments of one-hour for nonexempt employees and four-hours for exempt employees. To take paid time off, employees should request approval from their immediate Supervisor, the Division Chief, the Department Head, or the City Manager at least five-days in advance for a request of two to four days off and at least two-weeks in advance for five or more days off. No more than 10 consecutive days off will be allowed unless permission is given due to extenuating circumstances.

Requests will be reviewed based on a number of factors, including business needs and staffing requirements. A Department Head and the City Manager have the authority to approve or deny all PTO requests. A department's practices and policies will prevail in the determination of PTO requests. Employees may appeal to the City Manager for a determination of their entitlement, if not in agreement with the decision of the Department Head.

To take unscheduled paid time off, employees should notify their immediate Supervisor, the Division Chief, the Department Head, or the City Manager prior to the beginning of the assigned working hours. For three-days or more of unscheduled paid time off, employees should present a medical certificate signed by a licensed physician certifying that the employee has been incapacitated for the period of the absence, and that the employee is again able to return to work and perform his or her duties, or other sufficient

information to permit reasonable inquiry about such services.

Paid time off may be accumulated to a maximum of 496-hours for non-union employees and for the Northeast Florida Public Employees Local 630 employees, and 640-hours for the Neptune Beach Public Safety Department's Labor Council employees. Employees may sell up to 80-hours of paid time off four times annually, once per quarter, as long as they maintain a minimum of 80-hours.

Accrued but unused PTO will be paid out upon voluntary termination after five-years of employment. Upon a voluntary termination of employment with less than five-years, the employee will be paid for 75-percent of all unused paid time off. Employees who are involuntarily terminated will not be paid out for any accrued but unused PTO. PTO is paid at the employee's current pay rate at the time of the paid time off and will be considered hours worked for the purposes of performing the calculation of overtime.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

### 304 Personal Days

Personal days are provided to eligible employees to use for vacation, illness or injury, and personal business. Employees in the following employment classification(s) are eligible to earn and use personal days as described in this policy:

- Regular full-time employees

All employees will earn two personal days (12-hours for 6-hour employees, 16-hours for 8-hour employees, and 24-hours for 12-hour employees) per year upon hire and on January 1 each calendar year thereafter. Sworn Police Officers in the collective bargaining unit will only earn one personal day.

Personal days may be used in minimum increments of one-hour. Employees who have an unexpected need to be absent from work should notify their immediate Supervisor, the Division Chief, the Department Head, or the City Manager before the scheduled start of their workday, if possible. The employee's immediate Supervisor, the Division Chief, the Department Head, or the City Manager must also be contacted on each additional day of an unexpected absence. Personal days may not be carried over from year-to-year.

To schedule planned personal days, employees should request advance approval from their immediate Supervisor, the Division Chief, the Department Head, or the City Manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Personal days must be taken during the calendar year earned or they will be forfeited.

Personal days are paid at the employee's base pay rate at the time of absence and will be considered hours worked for the purposes of performing the calculation of overtime. Upon termination of employment, all unused personal days will be forfeited.

### 305 Holidays

The CONB may grant the following paid holidays to all eligible employees:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents Day (third Monday in February)

- Memorial Day for Sworn Police Officers (May 15)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Two floating holidays

Employee classification(s) who are eligible for paid holidays include:

- Regular full-time employees

A recognized holiday that falls on a Saturday may be observed on the preceding Friday. A recognized holiday that falls on a Sunday may be observed on the following Monday. If a recognized holiday falls during an eligible employee's approved paid time off, holiday pay will be provided instead of the paid time off that would otherwise have applied.

Any employee who is required to work on a holiday will be paid time and one-half the employee's regular straight time hourly rate for any hours worked, in addition to his or her straight time pay for the holiday, or the CONB may schedule the employee to take a day off on another date mutually agreed to by the employee and the CONB at the time and one-half rate.

Holiday pay will be calculated based on the employee's current rate of pay on the date of the holiday times the number of hours the employee was scheduled to work and will be considered hours worked for the purposes of performing the calculation of overtime.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

### 306 Workers' Compensation Insurance

The CONB provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable federal and state legal requirements, workers' compensation insurance may provide benefits after seven-days or, if the employee is hospitalized, immediately. Employees on a workers' compensation leave for seven or less days will need to utilize their paid time off during the waiting period for workers' compensation benefits. If the employee has no earned but unused paid time off, the employee will not receive any compensation until the workers' compensation benefits begin.

An employee who sustains work-related injuries or illnesses must inform their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. At the time the injury occurs, the need to see a doctor will be determined. Within 72-



hours of the incident report being submitted, an accident or injury form must be completed by the involved employee, or if necessary, by the Supervisor, or the Department Head. The CONB may select the physician and/or facility seeing all workplace injuries and in accordance with state laws. However, the employee may request one change in writing and may select another physician from the employer's list of no less than three unaffiliated physicians. Reports of injury are necessary to comply with federal and state laws and initiate workers' compensation benefits. Failure to notify an immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager about a work-related injury or illness immediately may result in an employee losing workers' compensation benefits with regards to that particular injury or illness. In addition, disciplinary action, up to and including termination of employment may be initiated when failing to report an injury.

Any employee injured on the job, who must leave the worksite, may be subject to a drug and alcohol test. Refusal to submit or positive results may result in disciplinary action, up to and including termination of employment. Refer to Policy #702 – Drugs and Alcohol Use/Testing for additional information.

The CONB maintains a return-to-work program. Following an appointment with a physician, the physician will communicate with the immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager any restrictions the employee may have as a result of the injury or illness. The immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, the City Manager will determine what accommodations may be made to assign the employee to restricted work duty. If no work is available at the CONB, to satisfy the restrictions, the immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager will maintain close communications between the employee and physician to ensure proper and timely treatment for the injury or illness. The CONB may return the employee to work as soon as he or she is either released with restrictions that may be accommodated by the CONB, or fully released, whichever comes first.

The employee must be accompanied by a physician's release upon return to work. An employee who is on workers' compensation leave and does not return to work immediately following release from the health care provider will be considered to have voluntarily terminated employment as of the date of the release. Health insurance coverage and other insurance benefits will continue on the same basis as coverage would have been provided had the employee been continuously employed during the period of a workers' compensation leave as long as the employee pays their regular portion of the premium on a timely basis. Employees must arrange with the City Clerk's Office to pay their portion of all payroll-related deductions.

An employee who is self-employed or accepts other employment or works for any other employer during a workers' compensation leave must report such work immediately to their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager. An employee who works in one of the above capacities at any time during their workers' compensation leave, performing work of a like or similar character or exertion as that which the employee performed for the CONB may be considered to have voluntarily terminated his or her employment as the date such work began.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) differ from what is written in this policy, those policies and procedures will prevail. The CONB will follow all other federal and state employment-related policies that run concurrent with workers' compensation guidelines, such as FMLA, ADAAA, etc.

Employees may contact the Human Resources Coordinator or the City Manager's Office for additional information regarding workers' compensation insurance.

## 308 Time Off to Vote

The CONB encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If nonexempt employees are unable to vote in an election during their nonworking hours, the CONB may grant up to two-hours of paid time off to vote.

Employees should request time off to vote from their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager at least two working days prior to the Election Day. Advance notice is required so that the necessary time off may be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager for additional information regarding time off to vote.

## 309 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their immediate Supervisor, the Division Chief, the Department Head, or the City Manager immediately. Bereavement leave may be provided to eligible employees in the following classifications:

- Regular full-time employees

Up to five consecutive days of paid bereavement leave may be provided to eligible employees in the event of a death of a spouse, child or stepchild, brother or sister, mother or father, stepparent or foster parent, grandchild, grandparent, children-in-law, or other residents of the household of the employee. In the case of married employees, the same members of the spouse's family are also included. Bereavement leave is limited to ten-days per calendar year. Employees who need additional time off may use any available paid time off to cover the bereavement leave time, with the City Manager's approval.

Employees may be granted four-hours of paid bereavement leave to attend or serve as a pallbearer at the funeral of another City employee.

The City Manager must approve all bereavement leave. Bereavement leave must be taken in consecutive workdays and must be taken within a reasonable time of the death. The CONB may request verification of the facts surrounding the bereavement leave and grant or deny the bereavement leave, as deemed appropriate. If an employee fails to return from bereavement leave as scheduled and without notice for three days, he or she will be considered to have voluntarily terminated his or her employment with the City.

Bereavement leave will be calculated based on the employee's current pay rate at the time of absence times the number of hours the employee was scheduled to work and will be considered hours worked for the purposes of performing the calculation of overtime.

## 310 Jury Duty

The CONB encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Regular part-time employees

The CONB will pay eligible employees their regular pay during a jury duty leave for up to ten-days. Employees may use any earned but unused paid time off to cover the term of the absence if the time is greater than ten-days, however are not required to do so. In order to receive jury duty pay, employees must present the jury summons and pay notification to the City Clerk's Office.

Employees must show the jury duty summons to their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager as soon as possible so that the Department Head may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Either the CONB, or the employee may request an excuse from jury duty if in the CONB's judgment, the employee's absence would create serious operational difficulties.

### 311 Witness Duty

The CONB encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by the CONB, they will receive paid time for the entire period of witness duty. Any employee who is called to testify in court by the CONB will be paid his or her current rate of pay for the time expended.

An employee of the Neptune Beach Public Safety Department's Labor Council whose appearance is required in traffic or criminal court, civil court, pretrial conferences, filing affidavits, and depositions as a result of a matter arising out of the course of his or her employment shall receive a minimum of three-hours pay at time and one-half his or her normal wage, if such attendance is outside of the employee's regular working hours.

Employees will be granted time off to appear as a witness when requested by a party in a court of law when subpoenaed to do so other than by the CONB. Employees may use any available paid time off to receive compensation for the period of the absence, however are not required to do so.

The subpoena should be shown to the employee's immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager immediately after it is received, so that operating requirements may be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

### 312 Benefits Continuation (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue medical, dental, and vision insurance coverage, if applicable, under the CONB's medical plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

The CONB provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the CONB's medical insurance plan. The notice contains important information about the employee's rights and obligations, as well as the cost of benefits, under COBRA. Employee's may contact the City Clerk or the City Manager's Office directly for additional information on benefits continuation.

### 313 Tuition Reimbursement and Educational Assistance

Each employee and their Department Head bear the responsibility for maintaining individual knowledge, skills, and abilities necessary to perform the job, for upgrading skills necessary to meet technological changes. Employees who are eligible for tuition reimbursement and educational assistance include:

- Regular full-time employees who have completed at least one-year of employment

The CONB developed the following guidelines to help employees develop or enhance job-related and skill through tuition reimbursement and educational assistance:

- Applications for assistance for each term of education may only be made for attendance at a school of recognized educational standing, e.g. a high school, college, university, correspondence school, or vocational/technical school. Employees may be required to furnish information as to the accreditation of an institution.
- Eligible employees seeking assistance and meeting all the requirements for participation may receive full reimbursement of tuition for courses directly related to their job and 50-percent reimbursement of tuition for courses indirectly related to their job. The employee's Department Head shall recommend to the City Manager, whose decision shall be final as to whether the course of study is determined to be directly or indirectly job-related.
- Applications for assistance will not be considered if the employee is receiving funds for the same course work from any other source, or if the course work is available through in-service training conducted by the City, or other approved agency. In the case of partial funding from a source other than the City, the City may, upon approval of the City Manager, reimburse the remaining tuition expense up to the established limits. Should an employee knowingly accept assistance from the City while at the same time receiving assistance from another source and not notify the City, he or she will be ineligible for further assistance from the City and any funds paid to the employee from the other source will be deducted from the employee's pay.
- Request for assistance shall not be considered for more than two courses per quarter, semester, or school term, unless authorization is obtained by the City Manager **and** relevant Department Head before the beginning of the school term.
- This program is offered to assist employees who are pursuing additional training and/or education on their own time. The City realizes, however, that certain courses are offered only during working hours and will consider request for such attendance on a case-by-case basis. Employment responsibilities shall come first and approval to attend during working hours will be an exception as opposed to a practice. Any employee granted an exception will have to arrange with his or her Department Head to work an equivalent amount of time during each pay period through a flexible schedule. Refer to Policy #507 – Overtime/Compensatory Time/Flex-Time for additional information.
- The City will not approve a request for assistance from an employee who is the subject of disciplinary action at the time of the request.
- Reimbursement for course work is subject to the successful completion of the course(s) by the employee with a grade of satisfactory or no less than a "C" or 2.0 on a 4.0 scale. Such reimbursement shall be 100-percent for a grade of "A", 90-percent for a grade of "B", or 80-percent for a grade of "C". No reimbursement will be made for any grade less than a "C". A grade of "C-" will not be reimbursed.
- Employees who receive reimbursement under this policy for two or more years, e.g. four semesters, six quarters, or 16-months in a vocational/technical school shall be required to remain in the employment of the City for at least one full year from the date of course completion, or any of the participation periods.

- An employee who terminates employment with the City during the course work shall not be entitled to further reimbursement from the City.
- Employees on leaves of absences, or on a layoff, are not eligible.

### **Procedure for Reimbursement**

- An employee should obtain a tuition reimbursement application form from the City Clerk's Office, complete the form in duplicate and forward the application to his or her Department Head.
- The Department Head, after making his or her recommendation, will send the application (in duplicate) to the City Manager's Office.
- The City Manager will approve or disapprove the application. One copy is returned to the employee. The other copy is retained in the employee's personnel file.
- Within ten-days of completion of the course and after final grades have been received, the employee must submit his or her copy of the approval application to the City Manager's Office, along with his or her grade and tuition/registration receipts.
- The City Manager, after verification of grades and receipts, will forward the approved documentation to the Finance Department for cost reimbursement of tuition, registration, and receipts, including book receipts.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

Employees may contact their Department Head for additional information regarding tuition reimbursement and educational assistance.

### **314 Genetic Information Nondiscrimination Act (GINA)**

The CONB follows all federal and state laws with regards to the Genetic Information Nondiscrimination Act (GINA). The CONB may not use genetic information or genetic testing in furtherance of a workplace wellness program unless certain requirements are met. The CONB is not prohibited from requesting or requiring genetic information for genetic monitoring of the biological effects of toxic substances in the workplace if certain requirements are met. The CONB will treat genetic testing information consistent with the requirements of all other federal and state laws.

Employees may contact the City Manager's Office for additional information regarding GINA.

### **316 Health Insurance**

The CONB's health insurance plan provides employees and their dependents access to medical, dental, and vision insurance benefits. Employees in the following employment classifications may be eligible to participate in the health insurance plan on the first day of the month after starting employment:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the CONB and the insurance carrier.

Details of the health insurance plan are described in the Summary of Benefits and Coverage (SBC). An SBC and information on the cost of coverage will be provided in advance of enrollment to eligible

employees. Employees may contact the City Clerk's Office for additional information regarding health insurance.

### 317 Group Life and AD&D Insurance

Group life and AD&D insurance offers an employee and their family important financial protection. The CONB provides a group life and AD&D insurance plan for eligible employees. Employees in the following employment classifications are eligible to participate in the group life and AD&D insurance plan on the first day of the month after starting employment:

- Regular full-time employees

Eligible employees may participate in the group life and AD&D insurance plan subject to all terms and conditions of the agreement between the CONB and the insurance carrier.

Details of the group life and AD&D insurance plan including benefit amounts are described in the Summary Plan Description (SPD) provided to eligible employees. Employees may contact the City Clerk's Office for additional information regarding group life and AD&D insurance.

### 320 Voluntary Benefits

The CONB provides employees with the opportunity to purchase voluntary benefits from a third-party vendor through payroll deduction. Employees in the following employment classifications are eligible to participate in the voluntary benefit plans on the first day of the month after starting employment:

- Regular full-time employees

These voluntary benefit plans include:

- Accident-Only Insurance
- Cancer Indemnity Insurance
- Critical Illness Benefit Rider
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Additional Term Life Insurance

Employees may contact the City Clerk's Office for additional information regarding the voluntary benefit plans.

### 321 Retirement Savings Plans

The CONB understands the need for employees to be proactive in considering their future needs for retirement. Below are the plans offered to eligible employees by the CONB. Employees in the following employment classifications are eligible to participate in the retirement savings plans.

- Full-time employees after six-months of employment

#### **401(a) Money Purchase Plan**

The CONB has established a 401(a) money purchase plan to provide employees the potential for future financial security at or upon retirement. The City contributes seven-percent of the employee's salary to the 401(a) money purchase plan upon completion of six-months of continuous employment, contingent upon

the employee contributing a minimum of three-percent of their salary to the 457(b) Deferred Compensation Plan.

#### **457(b) Deferred Compensation Plan**

The CONB has established a 457(b) deferred compensation plan to provide employees the potential for future financial security at or upon retirement. Upon hire, eligible employees may begin to contribute the minimum required to the 457(b) deferred compensation plan. However, employees may elect additional amounts they want to contribute and how they want to direct the investment of their plan account, so that they are able to tailor their own retirement package to meet their individual needs.

Employees who have been employed by the CONB for ten or more years may contribute up to ten-percent of earnings for the plan year, which will be matched by City contributions.

Employees may contact the City Clerk's Office for additional information regarding the retirement savings plans.

### **322 Employee Assistance Program (EAP)**

The CONB offers an Employee Assistance Program (EAP) to all employees and their family members, to assist employees and their families with personal problems and/or work-related problems that may impact their job performance, physical health, or mental and emotional well-being.

Employees may contact the City Clerk's Office for additional information regarding the Employee Assistance Program (EAP).

### **323 Clothing and Boot Allowance**

The CONB will provide a clothing and boot allowance for those employees who are required to wear a uniform or meet certain safety standards as established in collective bargaining agreements (CBA's) or departmental Standard Operating Procedures (SOP's).

Employees should contact the City Manager's Office for additional information on the clothing and boot allowance.

### **324 Licensing and Certification**

The CONB may directly pay for specific job-related license and certification requirements applicable to each job classification. The City Manager is responsible for approving such expenditures in advance and the type of licensure and/or certification required is left to his or her sole discretion and requirements of the job description. Invoices for approved licenses and certifications should be submitted to the City Manager's Office for payment upon receipt.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager for additional information regarding licensing and certification.

## **TIMEKEEPING/PAYROLL**

### **401 Timekeeping**

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the CONB to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

All employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period through the ExecuTime Digital Time Card system. They should also record the beginning and ending time of any split shift, departure from work for personal reasons, or the use of paid time off, or any other type of approved leave on their time records. Overtime work must always be approved before it is performed.

It is the employees' responsibility to certify the accuracy of all time recorded. The employee's Department Head will review and approve the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the Department Head must verify the accuracy of the changes.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

### **403 Paydays**

The CONB pays employees on a biweekly basis (normally 26-pays per year). The payroll week is from Saturday through Friday. Employees may have pay directly deposited into their bank accounts. If they do, they must provide advance written authorization to the CONB. Employees will receive an itemized statement of wages when the CONB makes direct deposits.

Employees may contact the Finance Department for additional information regarding paydays.

### **405 Employment Demotions and Terminations**

A demotion is an assignment of an employee from one position to another, which has a lower maximum rate of pay, rank, and responsibility. An employee may be demoted for any of the following reasons:

- The employee's position is being eliminated and he or she would otherwise have been laid off.
- The employee does not possess the necessary qualifications to render satisfactory service to the position he or she holds.
- The employee's position is being reclassified to a higher grade and the employee lacks the necessary qualifications to successfully perform the job.
- There is a lack of work, need, or funds.
- Another employee who is returning from an authorized leave granted in accordance with the rules on leave will occupy the position to which the employee is currently assigned.
- The employee voluntarily requests such a demotion and it is available.
- As a reasonable accommodation when an employee, due to a disability, becomes unable to perform the essential functions of the job.

When an employee in one position is demoted to a lower position and the employee rate of pay is higher than the maximum rate for the new position, the employee's salary shall be reduced to an appropriate rate for the new position.



Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.
- Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.
- Job abandonment - voluntary employment termination initiated by an employee after three-days of absence without notice, as stated in a collective bargaining agreement (CBA).
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

In the case of a layoff, temporary employees shall be laid off first. Then, the order of layoff shall be in reverse order to total continuous time served upon the date established for the layoff to become effective.

The CONB may schedule exit interviews at the time of the employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, and repayment of outstanding debts to the CONB. Suggestions, complaints, and questions may also be voiced. Employee benefits will be affected by employment termination in the following manner. All accrued and earned benefits that are due and payable at termination will be paid according to each policy.

Since employment with the CONB is based on mutual consent, both the employee and the CONB have the right to terminate the employment-at-will relationship, with or without cause. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. Refer to Policy #708 – Resignation for additional information.

## 409 Administrative Pay Corrections

The CONB takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their Department Head who will contact the Finance Department so that corrections may be made as quickly as possible, or on the next regularly scheduled pay date.

## 410 Pay Deductions and Setoffs

The law requires that the CONB make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The CONB may deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The CONB matches the amount of Social Security taxes paid by each employee. Some Police Department employees do not pay into the Social Security "wage base" in accordance with federal laws.

The CONB offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. The CONB may not make any deductions from an employee's paycheck outside of those that are either required by law or authorized in writing by the employee.

Pay setoffs are pay deductions taken by the CONB, usually to help pay off a debt or obligation to the CONB, or others.

Employees may contact their Department Head or the Finance Department for additional information or if they have questions concerning why deductions were made from their paycheck or how they were calculated.

## **WORK CONDITIONS & HOURS**

### **501 Safety**

To assist in providing a safe and healthful work environment for employees, residents, and visitors, the CONB has established a workplace safety program. This program is a top priority for the CONB. The Safety and Compliance Officer has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

All employees must wear the appropriate personal protective equipment (PPE) required to perform their job safely or while in certain designated areas of the work environment. Employees who are unsure what PPE they are required to wear at any given time should refer to their immediate Supervisor, the Division Chief, the Department Head, the Safety and Compliance Officer, or the City Manager.

If an accident results in an injury, no matter how minor the injury may be, employees are required to report the incident to their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager. At the time the injury occurs, the need to see a doctor will be determined. All workplace injuries will be seen by a physician selected by the CONB. However, the employee may request one change in writing and may select another physician from the employer's list of no less than three unaffiliated physicians. Reports of injury are necessary to comply with the laws and initiate workers' compensation benefits. Failure to notify an immediate Supervisor, a Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager about a work-related injury or illness immediately may result in an employee losing workers' compensation benefits with regards to that particular injury or illness. Refer to Policy #306 – Workers' Compensation Insurance for additional information.

Any employee injured on the job, may be subject to a drug and alcohol test. Refusal to submit or positive results may result in disciplinary action, up to and including termination of employment. Refer to Policy #702 – Drugs and Alcohol Use/Testing for additional information.

The CONB will provide educational programs regarding human immunodeficiency viruses (HIV) and other infectious diseases utilizing public health sources, e.g. Health Resources and Services Administration (HRSA). The programs will include, but not be limited to the handling of injuries and exposure of bodily fluids.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their immediate Supervisor, or bring them to the attention of the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports may be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work-related activities. Employees must immediately report any unsafe condition to their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

## 502 Work Schedules

The CONB is open for business Monday through Friday, 52-weeks per year unless there is a scheduled holiday. Operational needs and/or emergencies, however, may necessitate the establishment of other work hours, days, or weeks on a temporary or permanent basis.

The CONB will establish the standard workday, workweek, and starting and ending times for each department, taking into account current and anticipated workloads, public service needs and other factors. Each department is responsible for communicating these work parameters to their employees. No established schedule will be construed as a guarantee of work hours or as a restriction on the CONB's right to restructure the workday or workweek.

Minors aged 15 and younger may not work before 7:00 a.m. or after 9:00 p.m. and work no more than eight-hours per day or 40-hours per week. On school nights, they may not work before 7:00 a.m. or after 7:00 p.m. and no more than three-hours per day and 15-hours in a week. Minors aged 16 and 17 may not work before 6:30 a.m. or after 11:00 p.m. and no more than eight-hours per day. When school is in session, they may work no more than 30-hours per week.

At the discretion of the CONB, nonexempt employees may be authorized to take rest and meal periods during each shift. Rest and meal periods will not interfere with the proper performance of the employee's work responsibilities and will be set by the immediate Supervisor, the Division Chief, the Department Head, and the City Manager.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

## 504 Use of Phone and Mail Systems

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse the CONB for any charges resulting from their personal use of the telephone or fax machine.

The use of the CONB-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Employees should confirm information received from the caller and hang up only after the caller has done so. All employees are responsible for answering the CONB's telephones, as needed.

## 505 Non-Smoking

In keeping with Florida state and local laws and the CONB's intent to provide a safe and healthful work environment, smoking, e-cigarettes, chewing tobacco, and other tobacco product use are not permitted in City-owned or leased vehicles, or in the workplace except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

This policy applies equally to all employees, residents, and visitors.

## 507 Overtime/Compensatory Time/Flex-Time

When operating requirements or other needs cannot be met during regular working hours, employees may be given the opportunity for overtime work assignments. All overtime work must receive prior authorization from a Department Head or the City Manager. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation for all nonexempt employees will be paid at a rate of time and one-half for any time worked over 40-hours in a standard workweek, in accordance with federal and state wage and hour restrictions, or for any time over ten-hours in one day, for those employees under the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA). An employee's time off while using paid time off, personal days, holidays, bereavement leave, and paid military leave will be considered hours worked for purposes of performing the calculation of overtime.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this employee handbook, those policies and procedures will prevail.

### **Compensatory Time**

The CONB encourages the use of "compensatory time" for nonexempt employees in lieu of overtime in some cases. Compensatory time is earned at the rate of one and one-half times for all hours worked over 40 in a standard workweek, or for any time over ten-hours in one day, for those employees under the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA). For example, a nonexempt employee who works one-hour of overtime will receive one and one-half hours of compensatory time instead of overtime pay.

The equitable distribution of overtime is also an important consideration with respect to an employee's ability to utilize compensatory time. Any compensatory time taken shall be approved by the appropriate Department Head or the City Manager.

A Department Head will be authorized to establish a limit on the amount of compensatory time employees in their department shall be permitted to accrue.

Employees will be permitted to use compensatory time as long as the use of compensatory time does not "unduly disrupt" the operation of their department. Upon termination of employment, employees will be paid for all accrued, but unused compensatory time in accordance with the standards set forth in the Fair Labor Standards Act (FLSA).

### **Flex-Time**

In certain situations, an employee may request permission from their immediate Supervisor, the Division Chief, the Department Head, or the City Manager to work an adjusted or flexible work schedule. The schedule must not cause a reduction in the ability of that employee's department to properly perform its duties and responsibilities and is considered time for time taken within the same workweek. Further, the establishment of a flexible schedule may not result in the need to hire other employees, or the use of overtime to cover those "traditional" hours not worked by the employee working a flexible schedule. A flexible schedule may allow for nonexempt employees to work more than eight-hours in a day but must not exceed 40-hours in a week. Nonexempt employees will be eligible for overtime pay for all hours worked in excess of 40-hours in one workweek.

Employees disregarding or failing to comply with this policy may be subject to disciplinary action, up to and including termination of employment.

## 508 Use of Equipment, Machines, Tools and Vehicles

Equipment, machines, tools, and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City-owned property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees should immediately notify their immediate Supervisor, the Division Chief, the Department Head, or the City Manager, if any equipment, machines, tools, or vehicles appear to be damaged, defective, or need repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Regulations and procedures regarding the routine maintenance and care of City-owned equipment, machines, tools, and vehicles shall be issued to employees by the appropriate Department Head, with City Manager approval. An immediate Supervisor, the Division Chief, the Department Head, and the City Manager may answer any questions about an employee's responsibility for maintenance and care of equipment, machines, tools, and vehicles used on the job.

Damage to equipment, machines, tools, or vehicles not owned by the City must be reported to the appropriate Police Department., as well as the Florida Department of Law Enforcement (FDLE). If FDLE is not available, the Jacksonville Sheriff's Office (JSO) shall be notified.

### **Take-Home Vehicles**

A Department Head or the City Manager, at his or her discretion, may assign in writing a take-home vehicle on a temporary basis, e.g. overnight, on-call, etc., or on a permanent basis when needed on a 24-hour basis by an employee of the City who lives in Duval County, St. Johns County, Clay County, Nassau County, and up to the Baker County Line, and with the following guidelines:

- Take-home vehicles may not be driven outside one county in each direction, including: St. Johns County to the South, Nassau County to the North, Clay County to the Southwest, and the Baker County line to the West, except in the performance of City business and authorized by the City Manager.
- Employees authorized to take a vehicle home must drive the vehicle to and from work by the most direct route without deviation.
- Take-home vehicles may only be used for personal purposes on a "de minimis" basis, e.g. an occasional personal errand during a commute to or from work.
- Other employees or non-employees may ride in a City-owned vehicle as long as the bona fide purpose is not for carpooling or commuting. Carpooling or commuting on a regular basis to and from work in a City-owned vehicle is not allowed.
- Employees, who are assigned or have access to City-owned vehicles, must have an appropriate, valid operator's license and proof of an insurance endorsement.
- Employees may not possess or use alcohol or other controlled substances while operating a City-owned vehicle.

No employee shall use a City-owned vehicle for personal business or permit any unauthorized person to use or operate a vehicle. Employees driving a City-owned vehicle may not carry passengers except another City employee, elected City Officials, approved volunteers, clients, or persons engaged in, or advising on matters relating to City business. Spouses who are City employees may accompany the employee to a meeting in which the employee is representing the City, with prior approval of the City Manager.

The City reserves the right to search City-owned take-home vehicles at any time, for any purpose. Employees have no expectation of privacy in City-owned vehicles.

Employees must notify their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety and Compliance Officer, or the City Manager in the event of an accident. This includes accidents that do not result in personal injury or damage to equipment. By knowing about accidents, the CONB may investigate the case and determine if corrective action is required to prevent recurrence. Refer to Policy #306 – Workers’ Compensation Insurance and Policy #501 – Safety for additional information. A drug and/or alcohol test will be administered. Refer to Policy #702 – Drugs and Alcohol Use/Testing for additional information.

Employees driving City-owned vehicles who are involved in accidents while not during the course of their work or during working hours are responsible for all liabilities arising from the accident. All vehicular accidents shall be reported as soon as possible by the Department Head to the vehicle maintenance shop. The Vehicle Maintenance Supervisor shall inform the appropriate Department Head, in writing, of any violations of these procedures.

With the exception of emergency vehicles, speed limit and motor vehicle statutes and ordinances must be followed at all times. No employee shall operate City-owned equipment, machines, tools, or vehicles while under the influence of alcohol, any illegal drug, or any prescribed drug, which may impair his or her ability to operate the equipment, machine, tool, or vehicle safely. Alcoholic beverages and illegal drugs are not allowed in any City-owned vehicle except in the case of law enforcement activities. Refer to Policy #702 – Drugs and Alcohol Use/Testing for additional information.

All precautions must be taken to ensure the safety and security of City-owned vehicles. This includes, but is not limited to, locking all doors and/or compartments, removing any valuables from view in the vehicle, and properly parking vehicles in accordance with applicable laws and ordinances.

Traffic citations, fines, or other actions taken by any police jurisdiction against an employee while driving or operating a City-owned vehicle or piece of equipment shall be provided to the appropriate Department Head. Employees must pay any fines and comply with all penalty requirements. Any misuse of a City-owned vehicle will subject the employee to disciplinary action, up to and including termination of employment. Unauthorized use of City-owned vehicles may be construed as a misappropriation of City-owned vehicles, subjecting the violator to criminal sanctions.

Employees operating City-owned equipment and vehicles must maintain the ability to legally operate assigned equipment or vehicles. Violation of this policy may subject employees to disciplinary action, up to and including termination of employment.

Employees of the CONB who are assigned a City-owned vehicle for duty to domicile travel are subject to Internal Revenue Service (IRS) rulings regarding such usage. The use of such a vehicle for commuting is considered by the IRS to be a taxable benefit. A value must be established based on the round-trip mileage from the employee’s place of residence to their place of business times the current allowances for mileage and the total annual amount reported to the Internal Revenue Service on each employee’s W-2.

No employee of the CONB may request, use, or permit the use of City-owned equipment, machines, tools, or vehicles, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. The improper, careless, negligent, destructive, or unsafe use or operation of equipment, machines, tools, or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

### **Use of Personal Vehicles for CONB-Related Business**

If a City-owned vehicle is not available, employees may use personal vehicles for City-related business during their workday. Employees driving a personal vehicle for City-related business must meet the requirements for driving a City-owned vehicle as stated earlier in this policy.

Employees who use their personal vehicle for City-related business will be reimbursed for mileage at the mileage rate established by the Internal Revenue Service (IRS). Appropriate expense reports must be submitted to the Accounting Department. Refer to Policy #512 – Business Travel Expenses for additional information.

A parking space will be provided for employees who are required to use their personal vehicle as a condition of employment.

It is expected that employees driving a personal vehicle on City-related business will pay all the expenses related to the usage of a personal vehicle, e.g. repairs, maintenance, insurance, etc., and maintain their personal vehicle in a roadworthy condition at all times. The CONB will not be liable for repairs, maintenance, insurance, or replacement of a personal vehicle.

Any City department may further regulate the use of equipment, machines, tools, and vehicles with the approval of the City Manager, so long as those regulations do not conflict with this policy.

### **509 “Call In” and “On Call” Employees**

The definition of “on call” is being designated to be available to answer calls for his or her respective department during nonscheduled hours. An employee who may be called in to work is required to be available to respond to the workplace in a timely manner. Nonexempt employees who are “called in” to work outside of normal working hours will receive overtime for two-hours, or the actual time worked, whichever is greater.

Employees of the Neptune Beach Public Safety Department’s Labor Council who are recalled to duty, after having left for the day, or on a regularly scheduled day off, paid time off, or compensatory day, or more than two-hours prior to the start of their regular scheduled tour of duty shall be guaranteed a minimum of three-hours of pay at time and one half their regular wage.

Employees of the Neptune Beach Public Safety Department’s Labor Council is assigned to on call duty, the employee must be available and fit to return for duty promptly. An employee assigned to on call duty will receive one-hour of straight time pay for every working hour of on-call duty. In the event an employee assigned to on call duty fails to respond to a call to work or reports to work unfit, he or she will forfeit the on call pay and will be subject to disciplinary action, up to and including termination of employment.

### **510 Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, may disrupt the CONB’s operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during nonworking hours, employees will receive official notification by their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager.

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane or other weather-related conditions, or similar catastrophes, the provisions of any collective bargaining agreements (CBAs) may be suspended during the time of the declared emergency, except for work performed during emergencies shall be compensated as

set forth in the CBAs.

When the decision to close is made AFTER the workday has begun, time off from scheduled work will be paid. When the decision to close is made BEFORE the workday has begun, time off from scheduled work may be paid. In cases where an emergency closing is not authorized, the following guidelines apply:

- Employees must inform their immediate Supervisor, the Division Chief, the Department Head, or the City Manager of the absence and the reason for the absence. The employee shall report to work immediately should weather conditions change allowing safe travel to the workplace.
- If an employee is unfavorably late due to severe weather conditions, the employee will not lose paid time unless the delay is longer than 60-minutes. Employees may use any available paid time off, compensatory time, or unpaid time for this time, or they may use flex-time with approval of their Department Head for delays of longer than 60-minutes but less than one-half day.

If the employee reports to work and is not needed or the department has been closed, the employee shall be paid for four-hours. Employees may use available paid time off, compensatory time, flex-time with approval of their Department Head, or unpaid time for the remainder of the day.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. If the needs of the City require it, an employee may be temporarily assigned to another department at the employee's existing rate of pay.

## 512 Business Travel Expenses

The CONB may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the City Manager, or his or her assigned designee. The City Council shall approve travel for the City Manager. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives may be reimbursed by the CONB. Employees are expected to limit expenses to reasonable amounts per the guidelines below.

A travel reimbursement may generally be provided for the following expenses:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Mileage costs for use of personal cars, only when less expensive transportation is not available and payable at the mileage rate established by the Internal Revenue Service (IRS).
- Car rental fees, only for compact or mid-sized cars, if appropriate.
- Actual costs incurred for parking.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi, Uber, or Lyft fares, only when there is no less expensive alternative with tips not exceeding 20% of the ground transportation fare.
- Cost of reasonable accommodations at a lodging rate published in the Federal Travel Regulations Guide. The City will pay the prevailing single room rate per traveler per night at the place of lodging. Hotel accommodations will be paid in advance by a City check made payable to the hotel, or charged to the City credit card.
- Reasonable cost of meals, in accordance with the current Meals and Incidental (M&I) rates published in the Federal Travel Regulations Guide. To qualify for the M&I rate, the employee must



remain in an official travel status for four-hours or more. On arrival and departure dates, meals will be reimbursed at 75-percent of the published rate. These amounts include up to a 20% tip and applicable taxes.

- Charges for telephone calls, fax, and similar services required for business purposes.
- Personal expenses incurred in traveling to include: personal telephone calls, laundry, personal entertainment, alcoholic beverages, and in-room movies are not reimbursable.

Employees who are involved in an accident while traveling on City-related business must promptly report the incident to their immediate Supervisor, the Division Chief, the Department Head, or the City Manager. Vehicles owned, leased, or rented by the CONB may not be used for personal use without prior approval.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

All expenditures for travel above \$500.00 inclusive shall be approved by any two authorities, including the Chief Financial Officer, the City Manager, the Vice Mayor, or the Mayor, prior to any registration or tickets purchased. Unbudgeted expenditures in excess of \$9,999.99 shall be approved by the Chief Financial Officer and the City Manager, as well as the Mayor or Vice Mayor, prior to purchase.

It is the responsibility of the employee to prepare and submit the Travel Expense Reconciliation/ Reimbursement Voucher with original, itemized receipts for expenses incurred within 30-days from the date of returning from the travel. Any expense considered excessive will be disallowed.

Employees should contact their immediate Supervisor, the Division Chief, the Department Head, or the City Manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action, up to and including termination of employment.

## 513 City Credit Cards

The City Manager is authorized to obtain credit cards for City departments at the request of the Department Director. The Department Head will be responsible for the safekeeping of the credit cards issued to his or her department. Credit cards will be kept in a secured location. The City Manager will maintain a usage log for each card identified by account number.

Employees may be issued a City credit card for work-related purchases. It is the responsibility of the employee to ensure that all charges on these cards are work-related charges. Employees will have to reconcile their credit card statements and submit receipts and/or other documentation for all work-related charges. In addition, employees may have access to make purchases on a City account for work-related purchases. Personal use of City credit cards or accounts will not be tolerated. Employees using City credit cards or accounts for personal use may be subject to disciplinary action, up to and including termination of employment; and the amount of the charge for non-work-related purchases must be repaid to the CONB by the employee.

Employees may contact the City Manager for additional information if they are issued a City credit card.

## 514 Visitors in the Workplace

To provide for the safety and security of employees and the facilities at the CONB, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Employees are responsible for the conduct and safety of their visitors. Visitors of employees are defined as persons at a City-owned facility for social reasons, or any purpose other than directly job-related.

If an unauthorized individual is observed on the CONB's premises, employees should immediately notify their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager, or, if necessary, direct the individual off of the property.

## 515 Social Media

Social media are defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Generally, these guidelines set forth in this social media policy should be applied to any online medium where information may reflect back on the image of the CONB, employees, agents, or residents. Examples include but are not limited to: blogs, LinkedIn, Twitter, Facebook, Instagram, Snapchat, YouTube, Web 2.0, AlertNeptune, Pinterest, Reddit, Nextdoor, Wikipedia or other wikis, etc. Any comments that the CONB employees may leave on others' blogs, chatrooms, Facebook pages, online journals, edits to wikis, responses to tweets, postings on message boards/forums, opinions on online polls or any product/services the CONB employees may author, as well as any file-sharing, including but not limited to Dropbox, Airdrop, or Google Drive are included in this policy. Employees are prohibited from accessing personal social media sites on the City-owned computers and electronic systems unless expressly authorized by the City Manager, and in order to effectively perform the duties of their job.

All social media accounts, blogs, Web pages and related content carrying the CONB brand identity are and will be owned and licensed by the CONB, as appropriate. Personal accounts, blogs, Web 2.0, and other Web pages and related content that do not carry the CONB's brand identity may be owned, licensed and operated by any employee. These sites should remain personal in nature and be used to share personal opinions or non-work-related information. City employees must never use their City email account or password in conjunction with a personal social networking, Web 2.0, or social media site. City employees who choose to have a personal social media, Web 2.0, or social networking account, and who choose to comment on posts about official City business must have the expressed written authorization of the City Manager, unless otherwise notified. If the CONB is referenced in any media as approved by the City Manager, or his or her assigned designee, all social media guidelines must apply or employees may be subject to disciplinary action, up to and including termination of employment.

Employees are prohibited from speaking on behalf of the City and identifying themselves as a representative of the City on non-City social media sites, except as authorized in writing by the City Manager. If an employee is authorized to speak on behalf of the City on non-City social media sites, the employee must read, sign, and return to the City Clerk the Employee Agreement for Use of Social Media form prior to accessing the social media site. A copy of the signed form will be maintained in the employee's personnel file. Employees who have received approval are prohibited from posting inappropriate content as set forth in this policy and should recognize that the City disclaims responsibility and/or liability to the fullest extent allowed by law for any inappropriate content or posting on any network or website.

All official City-related communication through social media, Web 2.0, and social networking outlets should remain professional in nature and should always be conducted in accordance with the City's policies, practices, and expectations. Employees must not use official CONB social media, Web 2.0, or social networking sites for political purposes to conduct private commercial transactions, or to engage in private business activities.

Employees who are not directly responsible for disseminating information to the public are not allowed to publish or comment on the City's social media page. All City social media sites require prior approval of the City Manager before any City account may be created. Such approval shall be based on whether such site furthers the City's interest, expectation, and ability in deciding what is, "spoken" on behalf of the City on social media sites; and to communicate with a broader audience to further the goals of the CONB and the missions of its individual departments, where appropriate.

While employees have the right to comment freely on social media about matters of public concern and issues or events of political, social, or other importance to the CONB community, these comments must not be unduly disruptive to the City's operations, or interfere with the employee's job duties. All employees should consider and follow these additional guidelines when posting on social media sites:

- Do not post or link any materials that are threatening, intimidating, coercing, or otherwise interfering with the performance of coworkers, or residents.
- Do not disclose information acquired in the course of one's work.
- When reposting or referencing a post on one of the City's online sites, provide a link to the original post or story.
- When relevant, employees should identify their affiliation with the City and their area of concentration. This adds credibility to the employee and the City.
- Do not evade guidelines by posting anonymously or under a screen name.
- Do respect the laws regarding copyrights, trademarks, rights of publicity and other third-party rights. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information that they use and accurately cite copyrighted works that they identify in the City's online communications. Do not infringe on City-owned logos, brand names, taglines, slogans, or other trademarks.
- If a negative post or comment is found online about the City or an employee, try not to counter with another negative post. Remedy the situation through a positive action.
- Employees who publish content to any website outside of the City's official online presence (this may include City websites as well as the City's presence on third-party sites) and it has something to do with subjects associated with the City, employees should consider a disclaimer such as this: "The postings are my own and do not necessarily represent the City's positions, strategies, or opinions."

As stated in Policy #517 – Internet Usage, all equipment, services, and technology provided to access the Internet remain at all times the property of the CONB. As such, the CONB reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems. In addition, employees should understand that all information transmitted via the Internet is not considered to be confidential in nature and employees should not expect privacy of any information transmitted. Employees are also required to provide the CONB with all passwords used to access the Internet via City-owned equipment, services and technology, as requested by management.

The Website Administrator will monitor the City-related social media, Web 2.0, and social networking outlets at least once a day to respond to messages and remove any messages deemed removable. If a City social media site allows comments or posts by third-parties, the City may terminate the site at any time. If the City continues to use the social media site, the City reserves the right to edit or remove any

inappropriate content posted to the site. The City also reserves the right to turn off the ability of employees or third-parties to post or comment, in its discretion. The City does not intend to create a public forum, but to maintain a forum related to topics posted by the City.

City employees may not post the following information on any CONB social media sites, Web 2.0, or social networking outlets that includes:

- Confidential information
- Copyright violations
- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM
- Comments not related to a topic posted by the City
- Content that promotes, fosters, or perpetuates discrimination
- Sexual content or links to sexual content
- Conduct or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public
- Accusations of immoral or illegal conduct
- Events, issues, or promotions not directly sponsored by, or related to the CONB
- Personal email addresses

Employees also may not remove their name or domain information from postings on a City-related social media site, nor access a City-related social media site anonymously to conceal their identity.

Social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City business is a public record. Under Florida State Statutes Chapter 119, every response and submission to the City's website, including communication posted by the City and communication received from employees or residents is a public record and may be posted for as long as the Website Administrator allows for such item to remain posted. If any submission is removed by the City as allowed by City policy, all such removed submissions will be stored by the City offline and will be considered a public record available for inspection to the extent allowed by Florida State Statutes Chapter 119. Requests for public records may be made via the website but must be directed to the City Clerk.

While this policy is comprehensive, it is not all-inclusive. Employees who are in violation of any portion of this policy may be subject to disciplinary action, up to and including termination of employment. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Chief Information Officer, or the City Manager for additional information regarding social media.

## 516 Computer and Email Usage

Computers, computer files, the email system, and software furnished to employees are the CONB's property and intended for business use. However, incidental and occasional brief personal use of City-owned computers is permitted within reasonable limits. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer, Internet activity, and email usage may be monitored. All employees with computer access will provide log-in information and any changes to log-in information to the Chief Information Officer.

The CONB strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the CONB prohibits the use of computers and the email system in ways that are discriminatory, disruptive, obscene, threatening, harassing, intimidating, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to:

- Ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for employees, citizens, or visitors.
- Copying, pirating or downloading software and electronic files without permission.
- Participating in the viewing or exchange of pornography or obscene materials.
- Attempting to break into the computer system of another organization or employee.
- Refusing to cooperate with a security investigation.
- Disclosing information acquired in the course of one's work.
- Sending or posting messages that disparage another organization's products or services while engaged in performing their work tasks from a City-owned computer or mobile device.

The CONB purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, neither the CONB nor any employee has the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The CONB prohibits the illegal duplication of software and its related documentation or the installation of such software on City-owned equipment.

Employees should notify their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Chief Information Officer, or the City Manager upon learning of violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law. Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Chief Information Officer, or the City Manager for additional information regarding computer and email usage.

## 517 Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the CONB to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits, as long as it is reasonable, occurs during rest or meal periods, does not interfere with work, does not consume significant bandwidth so as to slow or otherwise impeded City operations, does not violate law, is conducted pursuant to this Internet use policy and is not conducted for profit.

All Internet data that is composed, transmitted, or received via the City's computer communications systems is considered to be part of the official records of the CONB and, as such, is subject to disclosure to law enforcement or other third-parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of the CONB. As such, the CONB reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems. Data that

is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, color, religion, sex (pregnancy, gender identity, and sexual orientation), national origin, age (40 and over), disability, marital status, genetic information as referenced in the Genetic Information Nondiscrimination Act (GINA), military service veteran status, or any other characteristic protected by federal, state and local laws.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not obtained authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by the CONB in violation of law or the CONB policies may result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and may result in disciplinary action:

- Stealing, using, or disclosing someone else's code or password without authorization.
- Disclosing information acquired in the course of one's work.
- Violating copyright laws.
- Failing to observe licensing agreements.
- Engaging in unauthorized transactions that may incur a cost to the CONB or initiate unwanted Internet services and transmissions.
- Jeopardizing the security of the CONB's electronic communications systems.

While this policy is comprehensive, it is not all-inclusive. Employees who are in violation of any portion of this policy may be subject to disciplinary action, up to and including termination of employment. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Chief Information Officer, or the City Manager for additional information regarding Internet usage.

## 518 Workplace Monitoring

Workplace monitoring may be conducted by the CONB to ensure quality control, employee safety, security, and resident satisfaction. Employees who regularly communicate with residents may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our residents' image of the CONB as well as their satisfaction with our service.

Computers furnished to employees are the property of the CONB. As such, computer usage and files may be monitored or accessed. Employees tampering with a computer to bypass monitoring systems may be subject to disciplinary action, up to and including termination of employment. Refer to Policy #516 – Computer and Email Usage for additional information.

The CONB may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Recording events, phone calls, cell phone calls, meetings, or any other communication is prohibited unless appropriately authorized by the CONB and the recording is in accordance with federal and state laws. Any permitted recordings are the sole property of the City and shall not be used in any manner other than for official City-related business.

Because the CONB is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

## 519 Speaking to the Media

The CONB strives to anticipate and manage crisis situations in order to reduce disruption to employees and to have met and to maintain the City's presence as a highly reputable municipality. To best serve these objectives, the CONB will respond to the news media in a timely and professional manner only through the designated spokesperson(s).

All media inquiries to a department should be reported to the City Manager in a timely manner via email. All media requests for public records must be filed with the City Clerk's Office through a public records request. If an employee receives a public records request from the media, it must immediately be forwarded to his or her Department Head, who will in turn submit it to the City Clerk. Employees who may speak to the media are encouraged to follow the guidelines below:

- When speaking with the media, employees must remember that they represent the CONB. All conversations should be polite, clear, professional in tone, and free of personal judgments and derogatory remarks. Despite the pressure of a reporter's deadline, employees should not hesitate to say they do not know the answer to a question. City employees should not speculate, extrapolate, offer opinions, or provide partial answers.
- When giving an interview or information to the media, employees would always consider that they are **ON THE RECORD**. At no time should an employee say something off the record as anything that is said may end up in a news report.

Employees may contact the City Manager for additional information or guidance on speaking to the media.

## 522 Workplace Violence Prevention

The CONB is committed to preventing workplace violence and to maintaining a safe work environment. The CONB has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during working hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from being brought into City-owned facilities without proper authorization. This policy provision does not apply to Public Safety department employees, acting within their normal scope and capacity of employment.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the

City Manager. This includes threats by employees, as well as threats by residents, vendors, solicitors, or other members of the public. These situations may include knowledge of personal or family relationships that could bring violence into the workplace, or internal and external threats against coworkers. When reporting a threat of violence, employees should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to an immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager. Employees should not place themselves in harm's way. Employees who see or hear a commotion or disturbance near their workstation should not try to intercede or see what is happening.

The CONB will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the CONB may suspend employees, either with or without pay, pending an investigation.

The CONB encourages employees to bring their disputes or differences with other employees to the attention of their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager before the situation escalates into potential violence. The CONB is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns. Employees are required to notify the appropriate Department Head or the City Manager of any active protective orders or restraining orders they may have in place against another individual.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

## 526 Mobile Device Usage

The CONB may provide a mobile device or a mobile device allowance for Department Heads and other assigned employees where the urgency of communication requires the use of such device as a business tool. The mobile devices or allowances are provided to assist Department Heads and other assigned employees in communicating with management and other employees, residents, vendors, and others with whom they may conduct business.

Employees eligible for a City-owned or issued mobile device or the monthly mobile device allowance are those whose job duties regularly include emergency call back, irregular working hours, other job-related factors that require the employee to routinely utilize a mobile device, such as the need to download and transmit data, where lack of timely communications with or from the employee has the potential to result in financial and/or operational harm to the City, and where the use of a mobile device routinely enhances their ability to perform the work of the City. With the approval of the City Manager, a monthly allowance more than the normal monthly allowance may be provided to any employee whose necessary City-related business justifies the need for a greater number of plan minutes or cellular data usage.

The responsibility for the use, care, and maintenance of City-owned or issued mobile devices rests with the departments and the employees to which the devices are assigned or issued. Personal and business use of assigned City-owned or issued mobile devices must comply with the CONB's Acceptable Use Policy Number 601.

Employees receiving a mobile device allowance must either maintain an active mobile device contract or a pay-as-you-go mobile device and may use their mobile device for both business and personal purposes, as needed. The employee must provide their contact information to their immediate Supervisor, the Division



Chief, the Department Head, the Human Resources Coordinator, or the City Manager and must immediately notify both parties if their contact information changes. The approved mobile device allowance will be paid monthly as a part of the employee's paycheck and will be subject to all applicable payroll taxes. This allowance does not constitute an increase in base pay, and will not be included in the calculation of percentage increases to base pay due to salary increases, promotions, or calculation of overtime, etc.

### **Security-Related Requirements**

All employees using City-owned or issued mobile devices shall comply with the following security requirements.

- **Mobile Device Management (MDM) Software** – All devices are required to have MDM installed and registered by the Information Technology (IT) Department prior to issue to the employee. Any mobile device, whether new, transferred from another employee, or currently in an employee's possession, must have MDM installed.
- **Password Policy Concurrency Requirements** – Employees who use a City-owned or issued mobile device must protect the mobile device through the use of a strong password consistent with CONB's Acceptable Use Policy Number 602.
- **Device Lock Requirements** – The settings of City-owned or issued mobile devices must be maintained in a manner so that the device locks itself and requires a password if it is idle for one or more minutes. The use of the device must be suspended after three failed log-in attempts. Mobile device lock pin-codes must be at least six-digits in length and issued by the IT Department.
- **Operating System Requirements** – The original operating system of a City-owned or issued mobile device must be maintained and kept current with security patches and updates. Altering, deviating, or changing the original operating system of a City-owned or issued mobile device is prohibited.
- **Software** – Any software on a City-owned or issued mobile device shall be used for City-related business. No software may be downloaded or installed on City-owned or issued mobile devices unless explicitly authorized by the IT Department.
- **Tampering Prohibited** – The security settings of City-owned or issued mobile devices may not be altered without consent of the IT Department, and with express permission from the City Manager.
- **Use by Others Prohibited** – The use of City-owned or issued mobile devices by anyone not authorized by the City, including but not limited to: an employee's family, friends, and business associates, is prohibited.
- **Cloud-Based Storage Regulated** – CONB-related content will not be backed up or otherwise stored to cloud-based storage or services without the consent of the City. Any back up or storage of CONB-related content with the consent of the City requires the employee to provide the City with access to the local or cloud-based storage to enable the City to review any such backups or other stored copies of the CONB-related content, when requested or required for the CONB's legitimate business purposes, including any security incident or investigation.
- **Wi-Fi and Hotspot Regulated** – All City-owned or issued mobile devices may not be used as a personal mobile hotspot without the consent of the IT Department. Further, all City-owned or issued mobile devices may not be used to transmit CONB-related data or information over an unsecured Wi-Fi network.
- **No Privacy** – Consistent with the CONB's Acceptable Use Policy Number 601, employees who are issued City-owned mobile devices for conducting City-related business may have no expectation of privacy with regard to any communication accessed, transmitted, received or reviewed on any such device, nor may employees have any expectation of privacy in their location in the event the City-owned or issued mobile device is equipped with location detection capabilities.
- **Inspection and Monitoring** – City-owned or issued mobile devices and their associated telephone numbers, if any, shall remain the sole property of the CONB. In accordance with the CONB's

Acceptable Use Policy Number 601, City-owned or issued mobile devices and all related records and content shall be subject to inspection or monitoring at any time after verbal or written notice to the employee that such inspection or monitoring is being conducted in response to a litigation request for discovery, a public records request, or an authorized administrative investigation of any kind.

- **Acquisition** – The acquisition of a City-owned or issued mobile device must be justified by the Department Director. Applicable procurement rules govern all acquisitions. All non-cell phone wireless devices shall be procured by the CONB’s IT Department upon the request of the interested department. Departments are permitted to procure their own mobile devices as needed. However, every newly procured mobile device must be promptly delivered to the IT Department for MDM software installation. The IT Department will complete the installation and return the mobile device within one business day.
- **Inventory** – It is the responsibility of the employee and the department to maintain consistent accountability of all City-owned or issued mobile devices. In January and July of each year, departments must conduct a physical inventory of all City-owned or issued mobile devices and provide a written confirmation that all mobile devices are accounted for and in good working order. Departments are required to report to the IT Department immediately upon becoming aware of missing, lost, stolen, or malfunctioning mobile devices. If a City-owned mobile device is exchanged due to a malfunction, the department must notify the IT Department and include the exchange in the next physical inventory. Any City-owned or issued mobile device that is accessed by unauthorized persons or otherwise compromised must also be reported immediately to the Department Director, and to the IT Department.
- **Usage Monitoring** – Department Directors, or their designees are responsible for monitoring City-owned or issued mobile device usage, to include talk-time, text, and data-usage. The CONB prohibits the use of City-owned mobile devices in ways that are discriminatory, disruptive, obscene, threatening, harassing, intimidating, offensive to others, or harmful to morale.
- **Disposal** – All City-owned or issued mobile devices that become obsolete or replaced with newer devices must be promptly surrendered to the IT Department. Disposal shall be in accordance with §2-364 of the CONB’s Code of Ordinances.

All employees who use their personal mobile devices in the course of their work shall comply with the Florida public records requirements and following security requirements:

- **Storage and Release of Information** – Employees using personal mobile devices to conduct City-related business must adhere to Florida public records laws regarding storage and release of information. Use of a personal mobile device to conduct City-related business requires that the employee cooperate with the CONB when the mobile device is a part of an investigation, litigation, or request for records.
- **Phone Numbers** – The phone numbers of personal mobile devices used for City-related business must be made available internally for City-related business and are subject to all applicable public records laws.
- **Records Retention** – All emails, voicemails, texts, messages, photographs, or recordings related to CONB business saved on a personal mobile device must be retained by the employee in accordance with the applicable retention schedules under the Florida public records law.
- **Records Requests** – If a public records request is made for written or voicemail communications, or social media postings relating to CONB business, employees using personal mobile devices for CONB-related business shall perform searches of their devices and provide a copy of all records responsive to the request that have not been previously transferred to the City.
- **Privacy** – Employees conducting City-related business on their personal mobile devices shall have no expectation of privacy for City-related business records. Voicemail messages, texts, and cell phone records created in the course of conducting City-related business may be considered public record and be subject to public review based on Florida State Statute Chapter 119. All business-

related messages must be forwarded to the employee's work email account.

- **Passwords and/or Encryption** – The use of passwords or encryption on an employee's personal mobile device used for CONB-related business does not provide any expectation of privacy or confidentiality in those records and does not diminish the public nature of government records on such devices.
- **Loss of a Personal Mobile Device** – The CONB is not liable for any damage to or the loss of personal mobile devices brought into the workplace.

Employees may have access to an organization-owned or personal mobile device while in vehicles and should remember that their primary responsibility is driving safely and obeying the rules of the road. Employees are prohibited from using mobile devices to conduct CONB business or personal matters while driving and should safely pull off the road and come to a complete stop before talking, emailing, texting, or engaging in data usage activities on the mobile device, unless utilizing a hands-free device. Texting while driving is a violation of Florida State Statute 316.305 and any employee who texts while driving a City-owned vehicle or during working hours will be subject to disciplinary action up to and including immediate termination. Employees who are charged with traffic violations resulting from the use of their mobile device will be solely responsible for all fines, penalties, and other liabilities that result from such actions. Employees also may not use an organization-owned or personal mobile device when operating machinery during the course of their shift.

Exceptions to the use of an organization-owned or personal mobile device while in vehicles includes:

- A motor vehicle that is stationary and not being operated.
- The operator of the motor vehicle who is performing official duties as an operator of an authorized emergency vehicle as defined in F.S. 322.01, to include: law enforcement, fire service, or emergency medical service employees.
- Reporting an emergency or criminal or suspicious activity to law enforcement authorities.
- Receiving messages that are related to the operation or navigation of the motor vehicle; safety-related information, to include: emergency, traffic, or weather alerts; data used primarily by the motor vehicle; or radio broadcasts.
- Using a mobile device for navigation purposes.
- Using a mobile device that does not require manual entry of multiple letters, numbers, or symbols, except to activate, deactivate, or initiate a feature or function.
- Conducting wireless communications that do not require reading text messages, except to activate, deactivate, or initiate a feature or function.

As a representative of the CONB, mobile device users are reminded that the regular business etiquette of turning a mobile device to the off, vibrate, or silent settings employed when speaking from City-owned phones or in meetings applies to conversations conducted over a mobile device.

Employees are to refrain from talking on their personal mobile devices, texting, emailing, or accessing data during working hours and should conduct their personal business before their shift, during their lunch period or after hours.

Conduct that is in violation of these guidelines may be subject to prompt disciplinary action, up to and including termination of employment. The CONB may notify appropriate law enforcement authorities for any violation of this mobile device usage policy that includes illegal activities. The CONB reserves the right to pursue appropriate legal actions to recover any financial losses suffered as a result of violations of this policy.

Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

## LEAVES OF ABSENCE

### 601 Family and Medical Leave Act (FMLA)

Under the Federal Family and Medical Leave Act of 1993, as amended (FMLA), an employee may be eligible for a period of job-protected unpaid leave if they meet the criteria set forth in the FMLA.

#### General Eligibility

To qualify for FMLA leave an employee:

- must be an employee of the CONB;
- must have worked at the City for at least 12-months;
- must have worked at least 1,250 hours (paid time off does not count towards the 1,250 hours) during the past 12-month period before the leave is to begin; and
- must work at a worksite at which the City employs at least 50 employees within a 75-mile radius.

#### Types and Duration of FMLA Leave

##### Basic FMLA Leave and Active Duty Leave

An employee may be eligible for up to 12-weeks of unpaid leave in a rolling 12-month period for the following reasons:

- the birth of a child and to care for such child or placement for adoption or foster care of a child;
- to care for an immediate family member (spouse, child under 18-years old or 18 and over that is incapable of self-care, or parent) with a serious health condition;
- because of a serious health condition which renders an employee unable to work; or
- “Active Duty Leave,” defined as leave due to any qualifying exigency arising out of the fact that an employee’s spouse, son (of any age), daughter (of any age) or parent is a “covered military member”. “Covered military member” means a member of the Armed Forces or a member of the Reserves (including the National Guard or Reserves) who is on “covered active duty,” or has been notified of an impending call or order to covered active duty. For members of the Armed Forces, “covered active duty” means duty during deployment of the member with the Armed Forces to a foreign country. For members of the Reserves, “covered active duty” means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

##### Military Caregiver Leave

An employee also may take military caregiver leave to care for a spouse, son (of any age), daughter (of any age), and parent or next of kin (i.e., closest living relative) who is a “covered service member.” A “covered service member” is (i) a current service member of the Armed Forces or Reserves, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (ii) a veteran of the Armed Forces (including the National Guard and Reserves) who is discharged (other than dishonorably discharged) within the five-year period before the eligible employee takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. For a current service member, “serious injury or illness” means an injury or illness incurred or aggravated by the covered service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. For a veteran, “serious injury or illness” means an injury or illness that rendered the veteran medically unfit to perform his or her military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work, regardless of whether the injury or illness manifested before or after the individual became a veteran.

Eligible employees are entitled to a total of 26-weeks of unpaid military caregiver leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes military caregiver leave and ends 12-months after that date. The leave entitlement described in this paragraph applies on a per-covered service member, per-injury basis. However, no more than 26-weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under the bullets in the basic FMLA Leave and Active Duty Leave section above, the combined leave shall not exceed 26-weeks during that 12-month period.

### **Definitions**

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacitation or any subsequent treatment in connection with such in-patient care);
- a period of incapacitation of more than three consecutive full calendar days, and any subsequent treatment or period of incapacitation relating to the same condition that also involves (i) treatment two or more times by a health care provider or under the supervision of a health care provider within 30-days of the start of the incapacitation, or (ii) treatment by a health care provider on at least one occasion within seven-days of the start of the incapacitation which results in a regimen of continuing treatment under the supervision of a health care provider;
- any period of incapacitation due to pregnancy, or for prenatal care;
- any period of incapacitation due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
- a period of incapacitation which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacitation of more than three consecutive calendar days in the absence of medical intervention or treatment.

A "qualifying exigency" refers to the following circumstances:

- Short-notice deployment - to address issues arising when the notification of a call or order to active duty is seven-days or less;
- Military events and related activities - to attend official military events or family assistance programs or briefings;
- Childcare and school activities -for qualifying childcare and school-related reasons for a child, legal ward or stepchild of a covered military member;
- Care of the military member's parent - for certain activities related to the care of a covered military member's parent who is incapable of self-care, such as arranging for alternative care, providing care on a non-routine, urgent, immediate need basis, admitting or transferring a parent to a new care facility, and attending certain meetings with staff at a care facility, such as meetings with hospice, or social service providers;
- Financial and legal arrangements - to make or update financial or legal affairs to address the absence of a covered military member;
- Counseling - to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
- Rest and recuperation - to spend up to 15-days for each period in which a covered military member is on a short-term rest leave during a period of deployment;

- Post-deployment activities - to attend official ceremonies or programs sponsored by the military for up to 90-days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty;
- Additional activities for other events where the City and the employee agree on the time and duration of the leave.

### **When Spouses Work Together**

A husband and wife, when both are eligible for FMLA and both work at the City, are eligible for either a combined 12-weeks of unpaid leave for the birth or placement of a child, or to care for a parent who has a serious health condition. A husband and wife will be eligible for a combined 26-weeks of unpaid military caregiver leave as discussed above. If the husband or wife taking military caregiver leave also takes leave for the birth or placement of a child, or to care for a parent who has a serious health condition, that leave also may count toward the 26-weeks of combined military caregiver leave during a single 12-month period.

### **Notice of Need for FMLA Leave**

If the leave is foreseeable (birth or placement, planned medical care, leave due to active duty of an immediate family member), the employee must provide at least 30-day's advance notice. If circumstances prevent providing the 30-day's advance notice, then the employee should provide as much notice as possible. If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until the employee provides adequate notice of need for the leave. Employees should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of the department.

### **Intermittent FMLA Leave**

Intermittent leave also may be available depending upon an employees' serious health condition, or an employee's immediate family member's serious health condition. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval from the City Manager in writing. Military caregiver leave may be taken intermittently or on a reduced leave schedule when medically necessary. Intermittent or reduced leave may not exceed the total hours an employee would have worked during their regular 12-week schedule. If intermittent or reduced leave is approved, the CONB may require the employee to schedule the leave so as not to unduly disrupt its operations, or the employee may be placed in an alternate position which better accommodates the intermittent leave schedule.

Employees taking intermittent leave must follow the CONB's standard call-in procedures absent unusual circumstances.

### **Documentation Supporting FMLA Leave**

An employee's reason for the leave must be covered under FMLA and they must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a FMLA leave may also be required.

The employee will have 15-days in which to return a completed certification form following receipt of the form from the CONB. If the employee fails to provide timely certification after being required to do so, they may be denied the taking of the leave under the FMLA. If the certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will have seven-days after receiving such written notice to provide the necessary information. \

If there is reason to doubt the validity of the medical certification, a second opinion, at the expense of the CONB, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the CONB, may be required. The opinion of the third health care provider, which the CONB and the employee jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders. A request for military caregiver leave must be supported by the Certification for Serious Injury or Illness of Covered Service member form as well as any necessary supporting documentation.

### **Recertification**

Under certain circumstances as provided by law, including, but not limited to situations in which the need or nature of the approved leave changes, the CONB may, in its sole discretion, require recertification of an employee's serious health condition.

### **Return to Work**

If an employee's position is eliminated during their FMLA leave time, e.g. layoff, departmental restructuring, etc. the employee will not be entitled to return to his or her former or an equivalent position. Employee's whose FMLA leave was for their own personal medical condition must, prior to reinstatement, submit a medical certification to the City Manager's Office as to their ability to return to work, subject to a second medical opinion as deemed necessary by the CONB, or a third medical opinion as provided in the FMLA. Employees who do not return to work immediately following release from the health care provider as fully restored to perform all the essential functions of his or her position, will be considered to have voluntarily terminated employment as of the date of the release. Employment will be terminated if an employee is not able to return to work at the end of the FMLA.

### **Substitution of Paid Leave**

Employees must substitute all earned paid time off for unpaid FMLA leave. FMLA and any paid time off, run concurrently. The entire 12-week FMLA is not in addition to the paid leave, however, is any remaining portion after the paid leave time is subtracted. If an employee requires leave in excess of the weeks for which they are eligible, they will not be assured a position with the CONB upon their return.

### **Benefits during FMLA Leave**

During the approved FMLA leave, the employee's coverage under the CONB's benefits will continue, but if the employee goes without pay, they must pay their share of any payroll-related deductions, if applicable. It is the employees' responsibility to make arrangements with the Finance Department to pay their portion of the payroll-related deductions during the unpaid period of absence. All other benefits will be suspended during the leave.

## **602 Medical and Parental Leaves**

The CONB may provide a medical or parental leave of absence to eligible employees who wish to take time off from work duties for a medical-related leave for the employee, for the employee to care for the medical-related needs of an immediate family member, or for the birth, adoption, or foster care of a child. Employees must first utilize all available paid time off, personal days, and compensatory time prior to being approved for a paid medical or parental leave. Family and Medical Leave Act (FMLA) benefits will run concurrently with an approved medical or parental leave.

Employees in the following employment classification(s) may be eligible to request a medical or parental leave as described in this policy:

- Regular full-time employees

### **Medical Leave**

Medical leave may be granted to eligible employees after one-year of continuous employment for their own serious health condition, or for the serious health condition of their immediate family member. Immediate

family member is defined as spouse or domestic partner, parents and parents-in-law, children (natural, step, adopted) under 18-years old or 18 and over that is incapable of self-care, siblings, and grandparents and grandparents-in-law. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care, e.g. an overnight stay, in a hospital or other medical care facility (including any period of incapacitation or any subsequent treatment in connection with such in-patient care);
- A period of incapacitation of more than three consecutive full calendar days, and any subsequent treatment or period of incapacitation relating to the same condition that also involves treatment two or more times by a health care provider or under the supervision of a health care provider within 30-days of the start of the incapacitation, or treatment by a health care provider on at least one occasion within seven-days of the start of the incapacitation which results in a regimen of continuing treatment under the supervision of a health care provider;
- Any period of incapacitation due to pregnancy, or for prenatal care;
- Any period of incapacitation due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
- A period of incapacitation which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacitation of more than three consecutive days in the absence of medical intervention or treatment.

Recognizing that an employee's leave needs are varied, the CONB provides two types of medical leave as described below:

- **An Employee's Serious Health Condition** - An employee may apply for a paid medical leave for up to three-weeks when needed for their own serious health condition. The employee may also request an additional three-weeks of unpaid leave followed by the use of up to two-weeks of the employee's available, but unused paid time off or personal days, or two-weeks of unpaid time off if no paid time off is available. Prior to the start of the three-week paid leave, the employee must provide their intended return date with their manager. Exceptions to this policy may be made depending on the circumstances.
- **Serious Health Condition of an Immediate Family Member** - An employee may request up to three-weeks of paid leave with the expectation to use up to one-week initially and reserve the ability to use the remaining days over the next three-months as needed. Exceptions to this policy may be made depending on the circumstances and the leave must be pre-approved by the City Manager.

### **Parental Leave**

Parental leave may be granted to eligible employees after one-year of continuous employment for time off for maternal and paternal partners for the birth, adoption, or foster care of a child. Recognizing that parental leave needs are varied, the CONB provides three types of parental leave as described below:

- **Parental Leave/Maternity, Adoption, or Foster Care** – An employee may request three-weeks of paid leave followed by the use of up to two-weeks of the employee's available, but unused paid time off or personal days, or two-weeks of unpaid time off, if no paid time off is available. In the event of an adoption or foster care situation, the primary caregiver will qualify for equal or like benefits. Prior to the start of the three-week paid leave, the employee must provide their intended return date with their manager. Exceptions to this policy may be made depending on the circumstances.



- **Parental Leave/Paternity** – An employee may request up to three-weeks of paid leave with the expectation to use up to one-week initially and reserve the ability to use the remaining days over the next three-months as needed. Prior to the start of the three-weeks paid leave, the employee must provide their intended return date with their manager. Exceptions to this policy may be made depending on the circumstances.

### **Requesting a Leave**

As soon as eligible employees become aware of the need for a medical or parental leave of absence, they should request a leave from the City Manager in writing. Requests for a medical leave or parental leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of the absence. The City Manager has the sole discretion to either approve or deny a medical or parental leave of absence. An employee may only apply for one medical or parental-related leave during any calendar year.

### **Benefits**

During the approved medical leave or parental leave, PTO, personal days, holidays, and bereavement leave will be suspended and will resume upon the employee's return to active employment. Paid medical leave and parental leave run concurrent with family and medical leave and are not in addition to family and medical leave. See Policy #601 Family and Medical Leave Act (FMLA) for additional information. Health insurance benefits will continue in the same manner in which they were prior to the start of the leave unless the employee goes into an unpaid leave status. At that time, the employee is responsible for making prior arrangements with the Clerk-Treasurer's Office to pay for his or her portion of all payroll-related deductions.

### **Other Employment**

An employee who is self-employed or accepts other employment or works for any another employer during a medical or parental leave must report such work immediately to his or her Supervisor, or the City Manager. An employee who works in one of the above capacities at any time during his or her medical or parental leave may be considered to have voluntarily terminated his or her employment as the date such employment began. Refer to Policy #110 – Outside Employment for additional information.

### **Return to Work**

In the event that the employee returns to work at the end of the approved leave period, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the CONB cannot guarantee reinstatement in all cases. If an employee fails to report to work promptly at the expiration of the approved leave period, the CONB will assume the employee has resigned. The CONB will comply with federal and state laws regarding the use of medical and parental leaves of absence.

## **603 Personal Leave**

The CONB may provide a leave of absence without pay to eligible employees who wish to take time off from work to fulfill personal obligations. Employees must first use all available paid time off and compensatory time prior to requesting a personal leave of absence. Employees in the following employment classification(s) may be eligible to request personal leave as described in this policy:

- Regular full-time employees

Eligible employees may request personal leave only after having completed one-year of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from the City Manager.

Personal leave may be granted for a period of up to 30 calendar days every one-year. If this initial period of absence proves insufficient, consideration may be given to a written request for a single extension of no more than 30 calendar days at the discretion of the City Manager. With the City Manager's approval, an employee may take any available paid time off as part of the approved period of leave. Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, medical, dental, and vision insurance benefits will be provided by the CONB until the end of the month in which the approved personal leave begins. During a personal leave of absence, the employee is responsible for paying their portion of all insurance benefits. It is the employees' responsibility to make arrangements with the Finance Department to pay their portion of the payroll-related deductions during the unpaid period of absence. All other benefits will be suspended during the leave. Paid time off benefits, personal days, holidays, and bereavement leave will be suspended during the approved personal leave period.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the CONB cannot guarantee reinstatement in all cases. If an employee fails to report to work promptly at the expiration of the approved leave period, the CONB will assume the employee has voluntarily terminated employment with the City.

## 604 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) or in accordance with Florida State Statute Chapter 115. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees who are members of the National Guard are entitled to up to 30-days of paid leave per year for a named event, declared disaster, or other emergency. The portion of any military leaves of absence in excess of 30-days will be unpaid. Employees may use any available paid time off for the unpaid absences, but are not required to do so. Further, employees who are Civil Air Patrol Members may receive unpaid leave for up to 15-days per year for purposes of participating in Civil Air Patrol training or missions. Employees may use any available paid time off for the unpaid absences, but are not required to do so.

All paid time off, personal days, holidays, and bereavement leave will be suspended during the leave, after the first 30-days and will resume upon the employee's return to active employment. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30-days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Paid military leave is paid at the employee's current pay rate at the time of the leave and will be considered hours worked for the purposes of performing the calculation of overtime.

Employees may contact the City Manager's Office for additional information regarding military leave.

## 605 Domestic or Sexual Violence Leave

The CONB makes available an unpaid domestic or sexual violence leave for employees. Employees may request and use up to three days of leave in any 12-month period if the employee or a family member of the employee is a victim of domestic violence or sexual violence. Employees must give their Department Head appropriate advance notice of the need for leave, except in cases of imminent danger to health or safety of the employee or the employee's family or household member.

Employees may use any available paid time off, or personal days for a domestic or sexual violence leave, but are not required to do so. Employees may contact their Department Head for additional information regarding domestic or sexual violence leave.

## EMPLOYEE CONDUCT & DISCIPLINARY ACTION

### 701 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the CONB expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of City-owned or resident-owned property.
- Actual or attempted fraud against a resident, visitor, another employee, or the City.
- Falsification of timekeeping records or any other City-related document.
- Soliciting or accepting gratuities from residents or visitors.
- Working under the influence of alcohol or illegal drugs.
- Actual, or the suspicion of, manufacturing, distributing, dispensing, possessing, purchasing, selling, using, transferring, or being under the influence of alcohol or illegal drugs in the workplace, while on duty, or while operating City-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Being insubordinate, threatening, intimidating, coercing, disrespectful, or assaulting a coworker, resident, or vendor.
- Unauthorized use of City-owned equipment, machines, tools, or vehicles, etc. or the unauthorized transportation of passengers in a City-owned vehicle.
- Negligence or improper conduct leading to damage of City-owned or resident-owned property, or using City-owned supplies or equipment in a wasteful manner.
- Excessive documented tardiness or absenteeism, or failing to observe the starting and ending of a shift, breaks, or meal periods.
- Violation of safety or health rules, or failure to report an injury or accident regarding an employee.
- Smoking, e-cigarettes, chewing tobacco, and other tobacco use are not permitted on City-owned property and in City-owned vehicles.
- Gambling on any City-owned or resident's premises.
- Sexual or other unlawful or unwelcome harassment, discrimination, or retaliation.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Unauthorized use of telephones, mail system, or other City-owned equipment.

- Unauthorized disclosure of business "secrets" or confidential information acquired in the course of one's work.
- Entering or leaving the City's facilities without permission.
- Violation of any personnel policy.
- Failing to report any observed or known violations of any policy.
- Immoral or indecent conduct, sleeping on duty, or interfering with the work performance of another employee.
- Performing personal business during working hours that limits or hinders job performance, including the excessive use of websites, web logs, social networking, and other electronic communication.
- Failure to wear prescribed uniform or clothing.
- Unsatisfactory performance, concealing defective work, or deliberately reporting inaccurate results or information.
- Fraudulently obtaining workers' compensation benefits.
- Creating or contributing to unsanitary or unsafe conditions or poor housekeeping.

Employment with the CONB is at the mutual consent of the CONB and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

## 702 Drugs and Alcohol Use/Testing

It is the CONB's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs.

While conducting business on behalf of the CONB, no employee may manufacture, distribute, dispense, possess, purchase, sell, use, or be under the influence of alcohol or illegal drugs or in possession of drug paraphernalia. In addition, the unauthorized use or possession of prescription drugs or over-the-counter drugs, or CBD oils is prohibited. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks.

To help ensure a safe and healthful working environment the CONB may conduct drug and alcohol testing under any one of the following circumstances:

- Post-offer testing of all applicants
- Reasonable suspicion of current employees
- Post-accident of current employees
- Random testing of current employees in accordance with DOT regulations
- Random testing of current employees who are assigned a take-home vehicle
- Return-to-duty for current employees

Employees may be asked to provide body substance samples, such as urine, blood, hair and/or saliva, to determine the illicit use of drugs and/or alcohol. The legal use of prescribed drugs, over-the-counter drugs, and CBD oils are permitted on the job only if they do not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that do not endanger other individuals in the workplace.

Employees who are taking prescription drugs, over-the-counter drugs, or who are using CBD oils at the time of the testing will be required to inform the testing facility of those legally prescribed drugs, over-the-counter drugs, or CBD oils that they are currently utilizing. This information will be considered

confidential under the guidelines of the Health Insurance Portability and Accountability Act (HIPAA). Refer to Policy #214 – Medical Information Privacy for additional information.

Employees who are not able to provide sufficient body substance samples will be evaluated by a physician selected by the CONB. If the physician cannot find a legitimate medical explanation for the inability to provide a body substance sample, it will be considered a refusal to test. In that circumstance the applicant and/or employee has violated one of the prohibitions of the policy.

Both drug and alcohol testing may be performed on an employee following any accident involving a fatality or any accident in which the driver receives a citation under any state or local law for a moving traffic violation arising from an accident. An accident is defined as an incident involving a vehicle in which there is a fatality, an injury treated away from the scene, or where the vehicle is towed from the scene. When a post-accident drug or alcohol test is required, it should be performed as soon as possible following the accident. If no alcohol testing may be made within eight-hours, attempts to collect a breath or blood sample will cease and if no urine specimen may be obtained within 32-hours, attempts to make such a collection will cease. As with any accident or injury, employees are required to contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the Safety & Compliance Officer, or the City Manager immediately. Refer to Policy #306 – Workers' Compensation Insurance, Policy #501 – Safety, and Policy #508 – Use of Equipment, Machines, Tools and Vehicles for additional information.

Random testing will be completed by a third-party vendor and may result in employees being selected in successive selections or more than once in a calendar year. Alternatively, some employees may not be selected in a calendar year. Any employee scheduled for a random test will be required to immediately proceed to the testing facility to submit for the test. If the employee is not present at work on that day, they are required to proceed to the testing facility on the next day that they are at work. Refusal to participate will be considered as the employee violating one of the prohibitions of the policy.

Return-to-duty testing may be required for employees who want to return to work after being off of work due to a leave of absence, suspension, or other long-term reason. Testing in this circumstance will be determined at the discretion of the Department Head or the City Manager. However, refusal to participate will be considered as the employee violating one of the prohibitions of the policy.

Violations of this policy and/or substitution, adulteration or refusal to submit to drug and/or alcohol testing may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program for current employees. Such violations may also have legal consequences and the CONB may cooperate with all law enforcement officials.

When a positive test is received by the CONB, a first offense means that the employee may be subject to disciplinary action, up to and including termination of employment. If the employee receives either a verbal or written documented form of progressive discipline or is suspended after a positive test result, he or she must submit to another test and have a negative result within six-weeks from the date he or she was tested positive for drugs and/or alcohol. The CONB will decide when the test will be administered. Before the employee returns to work, after the testing, he or she will be required to sign a reinstatement agreement that states under what conditions the employee will be reinstated and that random drug testing may be conducted on that employee up to one-year. Any subsequent positive results will result in an immediate involuntary termination of employment.

If the employee believes that the drug and/or alcohol test has produced a false positive, the employee may at his or her own expense submit for another drug test. If the retest produces a negative result, the employee may be reinstated if the CONB is satisfied that the retest conforms to the scientifically accepted methods

and procedures for collection.

### **Drug-Free Workplace Program**

The CONB participates in the drug-free workplace program under the Office of Criminal Justice Grants. As such, the CONB has established an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the policy of maintaining a drug-free workplace, the availability of drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify their Department Head or the City Manager of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five-days of the conviction.

### **Voluntary Disclosure of Drug and/or Alcohol Use**

City employees who are dependent upon or abusing drugs and/or alcohol and sincerely wish to seek professional medical care should voluntarily discuss his or her situation with their Department Head in a private setting. Such voluntary request for treatment with substance abuse will be honored by the City. If substance abuse treatment is required, the employee will be removed from active duty pending completion of a treatment program. All substance abuse treatment will be at the employee's expense.

Affected employees may be allowed up to 30 consecutive calendar days for initial substance abuse treatment under the Family and Medical Leave Act (FMLA). The employee must use all available paid time off and compensatory time during this treatment. In the event that accumulated paid time off and compensatory time is insufficient to provide the medically prescribed treatment, the employee will be provided unpaid personal leave for the difference between the amount of accumulated leave and the number of days prescribed up to the maximum 30-day treatment period. Refer to Policy #603 – Personal Leave for additional information. Voluntary disclosure must occur before an employee is notified of, or otherwise becomes subject to, a pending drug and/or alcohol test.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the Substance Abuse Professional (SAP) of the City. The SAP may suggest conditions of reinstatement of the employee that may include after-care, return-to-duty responsibilities, and random drug and alcohol testing requirements. The employee's Department Head and the City Manager will consider each case individually and set forth final conditions of reinstatement to active duty. The conditions of reinstatement must be met by the employee. Failure to complete treatment, or follow after-care conditions, or failure of any subsequent drug or alcohol test will result in disciplinary action, up to and including termination of employment.

Under the Florida Medical Marijuana Legalization Initiative, a "qualifying patient" may use marijuana with a prescription from a physician. A "qualifying patient" is defined as a person who (i) has been diagnosed to have a debilitating medical condition; (ii) has a physician certification; and (iii) has a valid qualifying patient identification card. Amendment Two does not require accommodation of any onsite medical marijuana use in a place of employment. Therefore, employees are prohibited from consuming, smoking, or ingesting marijuana in the workplace. In addition, the amendment does not allow for the "operation of a motor vehicle, boat, or aircraft while under the influence of marijuana. Florida's medical marijuana laws do not require the CONB to accommodate the medical use of marijuana in the workplace or any employee working while under the influence of marijuana.

### **Northeast Florida Public Employees Local 630**

The Northeast Florida Public Employees Local 630 Collective Bargaining Agreement provides the following details for employees. The following cut-off levels shall be used for the first specimen screening. All levels equal to, or exceeding the levels listed below shall be reported as positive.

<b>Name of Drugs/Alcohol</b>	<b>Cut-Off Levels</b>
Alcohol (Ethyl)	0.04g%
Amphetamines, e.g. Speed	1,000 mg/ml
Barbiturate, e.g. Amobarbital, Butobarbital, Phenobarbital, Secobarbital	300 mg/ml
Cocaine	300 mg/ml
Methaqualone, e.g. Quaalude	300 mg/ml
Opiates, e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone	300 mg/ml
Phencyclidine (PCP)	25 mg/ml
THC (Marijuana)	100 mg/ml

An applicant or employee whose drug test yields a positive result shall be given a second test using a gas chromatography/mass spectrometry (GC/MS) test. The second test shall use a portion of the same test sample withdrawn from the applicant or employee for use in the first test. If the second test confirms the positive test result, the employee shall be notified of the result, the particular substance found, and the concentration level in writing by the appropriate Department Head, or his or her designee.

The following cut-off levels shall be used for the confirmation specimen screening. All levels equal to, or exceeding the levels listed below shall be reported as positive.

<b>Name of Drugs/Alcohol</b>	<b>Cut-Off Levels</b>
Alcohol (Ethyl)	0.04g%
Amphetamines, e.g. Speed	500 mg/ml
Barbiturate, e.g. Amobarbital, Butobarbital, Phenobarbital, Secobarbital	150 mg/ml
Cocaine	150 mg/ml
Methaqualone, e.g. Quaalude	150 mg/ml
Opiates, e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone	300 mg/ml
Phencyclidine (PCP)	25 mg/ml
THC (Marijuana)	15 mg/ml

An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory accredited by the Joint Commission Accreditation of Hospitals (JCAH). If an employee's positive test result has been confirmed, the employee is subject to disciplinary action, up to and including termination of employment. The employee is entitled to a hearing before the City Manager.

Refer to the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) for additional information regarding drug and/or alcohol testing for member employees.

**Neptune Beach Public Safety Department's Labor Council**

The Neptune Beach Public Safety Department's Labor Council Collective Bargaining Agreement (CBA) provides the following information for member employees.

When drug and alcohol screening is required, a urinalysis test will be given to detect the presence of the following drug groups:

<b>Name of Drugs/Alcohol</b>
Alcohol (Ethyl)

Amphetamines, e.g. Speed
Barbiturate, e.g. Amobarbital, Butobarbital, Phenobarbital, Secobarbital
Cocaine
Methaqualone, e.g. Quaalude
Opiates, e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone
Phencyclidine (PCP)
THC (Marijuana)

Before a drug and/or alcohol test is administered, employees will be asked to sign a consent form permitting the release of the test results to their Department Head and/or the City Manager. This consent form shall provide space for employees to acknowledge that they have been notified of the City’s drug testing policy and to indicate current or recent use of prescription drugs or over-the-counter medications.

An employee whose drug test yields a positive result shall be given a second test using a chromatography/mass spectrometry (GS/MS) test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the first test. If the second test confirms the positive test results, the employee shall be notified in writing by their Department Head. An employee whose second test confirms the original positive test result may, at the employee’s own expense, have a third test conducted on the same sample at a laboratory approved by the City.

If an employee’s positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. Refer to the Neptune Beach Public Safety Department’s Labor Council Collective Bargaining Agreement for additional information regarding drug and/or alcohol testing for member employees.

While this policy is comprehensive, it is not all inclusive and employees will be required to follow those regulations surrounding substance abuse, as appropriate. Employees should contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager if they have questions or concerns related to drugs or alcohol use/testing. Employees may raise their concerns without fear of reprisal.

### 703 Sexual and Other Unlawful Harassment

The CONB is committed to developing a work environment free of unlawful harassment and discrimination. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the CONB expects that all relationships among persons in the organization will be business-like and free of bias, prejudice, and harassment.

#### **Equal Employment Opportunity**

It is the policy of the CONB to ensure equal employment opportunity without harassment or discrimination on the basis of race, color, religion, sex (pregnancy, gender identity, and sexual orientation), national origin, age (40 and over), disability, marital status, genetic information as referenced in the Genetic Information Nondiscrimination Act (GINA), military service veteran status, or any other characteristic protected by federal, state and local laws.

#### **Definitions of Harassment**

I. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purpose of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an



individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; improper use of email or voice mail; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the work place of sexually suggestive objects or pictures including screen savers or improper emails or attachments; and other physical, verbal or visual conduct of a sexual nature.

II. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that derogates or shows hostility or aversion toward an individual on the basis of race, color, religion, sex (pregnancy, gender identity, and sexual orientation), national origin, age (40 and over), disability, marital status, genetic information as referenced in the Genetic Information Nondiscrimination Act (GINA), military service veteran status, or any other characteristic protected by law or that of his or her relatives, friends, or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; derogatory jokes; and written or graphic material that derogates or shows hostility or aversion toward an individual or group or that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Individuals found to be performing such harassing conduct may be subject to disciplinary action, up to and including termination of employment.

### **Individuals and Conduct Covered**

These policies apply to all employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the CONB, e.g., an outside vendor, consultant, or resident.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

### **Retaliation Is Prohibited**

The CONB encourages reporting of all perceived incidents of harassment or discrimination. It is the policy of the CONB to investigate such reports. The CONB prohibits retaliation against any individual who reports harassment or discrimination or participates in an investigation of such reports.

### **Reporting an Incident of Harassment, Discrimination, or Retaliation**

The CONB encourages reporting of all perceived incidents of harassment, discrimination, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of harassing conduct should discuss their concerns with their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the City Manager, the Mayor, or a member of the City Council.

In addition, the CONB encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The CONB recognizes, however, that an individual may

prefer to pursue the matter through informal or formal complaint procedures.

### **Complaint Procedures**

If for any reason an individual does not wish to address the offender directly, or if addressing the offender does not successfully end the offensive conduct, the individual should notify his or her immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the City Manager, the Mayor, or a member of the City Council. In addition, there may be instances in which an individual seeks only to discuss matters with one of the CONB designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination, or retaliation should be aware however, that the CONB may find it necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual.

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, the City Manager, the Mayor, or a member of the City Council.

The CONB encourages the prompt reporting of complaints or concerns so that rapid and corrective action may be taken before relationships become irreparably damaged. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct, or may have other relevant knowledge.

Retaliation against an individual for reporting harassment or discrimination, or for participation in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination of employment. Acts of retaliation should be reported immediately and will be investigated and corrective action taken promptly. Corrective action may include, retraining, referral to counseling and/or disciplinary action up to and including termination of employment, withholding of a promotion or pay increase, reassignment, or temporary suspension without pay as deemed appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the City Council.

### **Confidentiality**

The CONB will make all reasonable efforts to maintain the confidentiality of all parties involved in a harassment investigation. Confidentiality, however, cannot be guaranteed. For example, some details or identities may need to be revealed in order to fully investigate the harassment complaint.

### **False Claims of Sexual Harassment, Discrimination, and/or Retaliation**

In order to cover all possibilities of misconduct, the CONB reserves the right to discipline employees who have falsely accused another of sexual harassment, discrimination, and/or retaliation. This does not mean that a complaint will be considered "false" solely because it cannot be corroborated.

### **Conclusion**

The CONB has developed this policy to ensure that all its employees may work in an environment free from harassment, discrimination and retaliation. The CONB will make every reasonable effort to ensure that all necessary persons are familiar with these policies and aware that any complaint in violation of such

policies will be investigated and resolved appropriately.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the CONB prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them. Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager for additional information regarding sexual or other types of harassment.

## 704 Attendance and Punctuality

To maintain a safe and productive work environment, the CONB expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on the business operations of the CONB.

Employees are expected to report to work as scheduled, on time and prepared to start work. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their immediate Supervisor, the Division Chief, the Department Head, or the City Manager at least one-hour prior to the start of their shift, or as soon as possible in advance of the anticipated tardiness or absence. Department Heads shall keep daily attendance records of their employees.

Poor attendance and excessive tardiness are disruptive. Employees who are absent or tardy without notification and without a reasonable explanation more than three times within a six-month timeframe may be subject to disciplinary action, up to and including termination of employment.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

## 705 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the CONB presents to residents and visitors. During working hours or when representing the CONB, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted social standards. This is particularly true if their job involves dealing with residents or visitors in person.

Department Heads are responsible for establishing a reasonable dress code appropriate to the jobs performed. If a Department Head feels that an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until they are properly dressed or groomed. Under such circumstance, nonexempt employees may not be compensated for the time away from work. Employees should consult their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager if they have questions as to what constitutes appropriate appearance. When necessary, a reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Tank tops and tube or halter tops, may not be worn under any circumstances.
- Hairstyles are expected to be in good taste. Unnaturally colored hair and extreme hairstyles, such as spiked hair, do not present an appropriate professional appearance.
- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance.
- Excessive make-up is not permitted.
- Offensive body odor and poor personal hygiene are not professionally acceptable.
- Perfume, cologne, and after shave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, are not professionally appropriate and must not be worn during working hours.
- Torso body piercings with visible jewelry or jewelry that may be seen through or under clothing must not be worn during working hours.
- Visible excessive tattoos and similar body art must be covered during working hours.

Employees in the Public Safety and Public Works departments may have additional dress code and safety requirements to include the use of personal protective equipment (PPE) and clothing as specified for the job task, e.g. wearing hard hats on the jobsite at all times, and wearing eye and face protection where there is danger from flying objects or particles. Employees are responsible to take proper care of PPE.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

## 706 Return of Property

Employees are responsible for all CONB property to include:

- Credit cards
- Equipment, e.g. laptops, printers, etc.
- Guns, ammunition, or any other related equipment or accessories
- Identification badges
- Keys or key fobs
- Mobile devices
- Personal protective equipment (PPE)
- Security codes
- Tools
- Uniforms
- Vehicles
- Written materials or information

Employees must return all City-owned property immediately upon request, or upon termination of employment. Where permitted by applicable laws, the CONB may withhold from the employee's check or final paycheck the cost of any items that are not returned when required if the employee has signed a written agreement with the CONB allowing them to do so. The CONB may also take all action deemed appropriate to recover or protect its property.

## 708 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the CONB. Although advance notice is not required, the CONB requests at least two weeks' written notice from all employees. Employees who plan to retire are requested to provide the City with a minimum of two-months' notice. This will allow ample time for the processing of the appropriate pension forms and to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner. Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. Even if employees have accrued but unused paid time off remaining, they must work full days on their final two-weeks of employment with the City. If an employee does not provide advance notice as requested or work until the specified final day, the employee may be considered ineligible for rehire and will not be paid out for any accrued but unused paid time off. A resignation is irrevocable, unless approval to rescind is provided by the City Manager. Refer to Policy #405 – Employment Terminations for additional information.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

## 710 Security Inspections

The CONB wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. To this end, the CONB prohibits the manufacturing, distribution, dispensing, possession, transfer, sale, or use of such materials in its facilities. The CONB requires the cooperation of all employees in administering this policy. Refer to Policy #702 – Drugs and Alcohol Use/Testing for additional information.

Computers, desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of the CONB. Accordingly, they, as well as any articles found within them, may be inspected by the City Manager, or his or her designee at any time, either with or without prior notice. This includes purses, briefcases, personal devices and motor vehicles located on the CONB's property, based on reasonable cause, as well as all City-owned property used by employees, whether secured or unsecured by a lock or locking device provided by the employee, based on reasonable suspicion. An employee's personal items may be held so that law enforcement officials may conduct the search. The CONB wishes to discourage theft or unauthorized possession of the property of employees, the CONB, visitors, and residents. To facilitate enforcement of this policy, the City Manager, or his or her designee may inspect not only desks and lockers, but also persons entering and/or leaving the premises and any packages or other belongings, including personal computing devices, data storage devices, or image-recording devices. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the CONB's premises.

Monitoring or reasonable suspicion searches conducted are not allegations or accusations of criminal conduct, nor are submission to such monitoring or search an admission of guilt. Employees are expected to cooperate in any such monitoring or searches. Employees may contact their immediate Supervisor, the

Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager for additional information regarding security inspections.

## 711 Facilities Security

While the Police Department completes building checks at the end of the business day, it is the responsibility of all employees to make sure the facilities and work areas are secure. Any employee entrusted with facility keys or key fobs should make certain the facility is secure when that employee is the last to leave. This includes, but is not limited to, turning off appropriate lights, and closing and locking all doors and windows. Employees should contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager to report any potential security risks or concerns.

## 712 Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by the CONB may not solicit or distribute literature in the workplace at any time for any purpose.

The CONB recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not engaged in performing his or her work-related tasks.

In addition, the posting of written solicitations on City-owned bulletin boards is prohibited. Bulletin boards located in the City Hall, Public Services Building, and Public Safety Building are reserved for official organization communications on such items as:

- Employee announcements
- Internal memoranda
- Job openings
- City-related announcements
- Payday notice
- Workers' compensation insurance information

If an employee has a message of interest to the workplace, they may submit it to the City Manager's Office for approval. All approved messages will be posted by an employee specifically designated by the City Manager.

### **Northeast Florida Public Employees Local 630 Union**

The Northeast Florida Public Employees Local 630 Union is provided partial use of suitable bulletin boards, including at least one at each work location where employees are required to report for work assignments. The union may provide a bulletin board of standard size for its own exclusive use, with the approval of the CONB. These bulletin boards are reserved for the posting of the following information:

- Notices of union meetings
- Union elections
- Reports of union committee rulings
- Policies of the union
- Recreational and social affairs of the Union Notices of Public Bodies.

### **Neptune Beach Public Safety Department's Labor Council**

The Neptune Beach Public Safety Department's Labor Council is provided space within the confines of the Police Department Squad Room for a bulletin board for the City and Union or Fraternal Order of Police (FOP) notices. The bulletin board shall not exceed two-feet by three-feet in size and the location within the squad room shall be approved by the Chief of Police.

Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

### **716 Progressive Discipline**

The purpose of this policy is to state the CONB's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. The CONB's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with the CONB is based on mutual consent and both the employee and the CONB have the right to terminate the employment-at-will relationship, with or without cause or advance notice, the CONB may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, administrative leave when further investigation is warranted, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Copies of all progressive disciplinary action reports and/or coaching/counseling notes must be placed in the employee's personnel file in the City Manager's Office.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed:

- A first offense may call for a written verbal counseling when an employee's performance, work habits, or personal conduct are not meeting the job description expectations. The Department Head places a memo in the employee's file stating the date of the verbal reprimand, what was said to the employee, and the employee's response.
- A second offense may be followed by a written warning in situations where a verbal counseling has not resulted in the expected improvement, or when more severe initial action is warranted. Written warnings are sent by the appropriate Department Head to the employee within 24-hours of the event, and a copy is provided to the City Manager and placed in the employee's personnel file.
- A third offense may lead to an administrative leave with or without pay when further investigation is warranted. A written statement of the reason for the leave may be given to the employee at least 24-hours prior to the time the suspension becomes effective. However, when warranted, an employee may be placed on administrative leave without 24-hours' notice, if it is in the best interest of the City. The employee may request and be granted a hearing before the City Manager, within ten business days of the receipt of the employee's request by the City Manager. An employee determined to be innocent of the charges shall be returned to duty with full pay for the period of suspension. All records associated with an administrative leave shall become a permanent part of the employee's personnel file.
- A fourth offense may then lead to termination of employment.

As part of the performance management process, the City utilizes a Performance Improvement Plan (PIP) process. If appropriate and justified, a reasonable period for improvement through a performance

improvement plan (PIP) may be allowed in conjunction with a written verbal warning before initiating further disciplinary actions. The PIP process is designed to help an employee improve his or her performance, increase adherence to standards, and increase the employee's overall effectiveness in his or her job. PIP's will be documented and will be placed in the employee's personnel file. Should the employee not make material progress as defined in the PIP, the employee may be subject to disciplinary action, up to and including termination of employment.

The CONB recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or administrative leave when further investigation is warranted, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, Policy #701 - Employee Conduct and Work Rules includes examples of problems that may result in immediate termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline. By using progressive discipline, the CONB hopes that most employee problems may be corrected at an early stage, benefiting both the employee and the CONB.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this policy, those policies and procedures will prevail.

## 718 Grievance and Problem Resolution

It is the policy of the CONB to ensure that employees who have questions, issues, and complaints arising from misunderstandings and the application of policies, procedures, and work rules be promptly heard, answered and action taken to resolve or clarify each situation.

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. A grievance is defined as an employee's feeling of dissatisfaction, a difference, disagreement, or dispute arising between an employee and his or her immediate Supervisor, the Department Head, or the organization with some aspect of his or her employment, application, or interpretation of regulations and policies, or a management decision affecting the employee. A grievance may be something real, alleged, or a misunderstanding concerning rules and regulations, or an administrative order involving the employee's health, safety, physical facilities, equipment, or material used, employee evaluation, promotion, position classification, or transfer. Such misunderstandings, complaints, points of view and opinions will be considered a grievance, except in cases where they related to an employee action arising out of pay, administrative leave, and termination.

The City shall attempt to address grievances informally, and both immediate Supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional grievances, which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established to ensure fair and impartial review:

- **Step 1** – The employee should talk with the individual with whom he or she has an issue to try and come to resolution of the problem or situation.
- **Step 2** – If talking with the individual does not satisfy the problem or situation, or if the employee alternately chooses to initially submit a problem for resolution, then the employee should make an oral or written presentation of the grievance to his or her immediate Supervisor. It shall be the Supervisor's responsibility to promptly investigate the grievance, discuss the matter with the



Department Head, and act, if possible. The Supervisor shall inform the employee in writing of the decision and any action taken within ten business days from the date the grievance was filed.

- **Step 3** – If the grievance cannot be resolved between the employee and their immediate Supervisor during Step 2 or if the situation is with the Supervisor, the employee may reduce the complaint or grievance to writing unless it is prohibited by applicable federal or state law and request that the written statement be delivered to the Department Head (or the City Manager if the original grievance was filed with the Department Head) within ten business days, or if such deadline is prohibited by law, during the time permitted by such law, of receipt of the Supervisor's response. If the grievance is filed with the City Manager or if the employee is not satisfied with the response of the Department Head, the employee should proceed to Step 4.
- **Step 4** – If the grievance is not resolved with the Department Head, the employee may request, in writing within ten business days, a review by the City Manager. The City Manager shall make such investigation and obtain the information sufficient to review the grievance within ten business days, and will respond to the employee and his or her Department Head in writing.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) differ from what is written in this policy, those policies and procedures will prevail.

Employees may contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager for additional information regarding grievance and problem resolution.

## 722 Workplace Etiquette

The CONB strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues may be addressed by politely talking with a coworker to bring the perceived problem to their attention. In most cases, common sense will dictate an appropriate resolution. The CONB encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help employees be more conscientious and considerate of their coworkers and the work environment.

Employees should contact their immediate Supervisor, the Division Chief, the Department Head, the Human Resources Coordinator, or the City Manager if they have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

- Return copy machine and printer settings to their default settings after changing them.
- Replace paper in the copy machine and printer paper trays when they are empty.
- Retrieve print jobs in a timely manner and be sure to collect all papers.
- Be prompt when using the manual feed on the printer.
- Keep the area around the copy machine and printers orderly and picked-up.
- Be careful not to take or discard others' print jobs or faxes when collecting papers.
- Avoid public accusations or criticisms of others in the workplace. Address such issues privately with those involved, or a Department Head or the City Manager.
- Try to minimize unscheduled interruptions of other employees while they are working.
- Communicate by email or phone whenever possible, instead of walking unexpectedly into

someone's office or workspace.

- Be conscious of how voices travel. Employees should try to lower the volume of their voices when talking on the phone or to others in open areas.
- Keep socializing to a minimum and try to conduct conversations in areas where the noise will not be distracting to others.
- Minimize talking between workspaces or over cubicle walls. Instead, conduct conversations with others in their workspace.
- Try not to block walkways while carrying on conversations.
- Refrain from using inappropriate language (swearing) that others may overhear.
- Avoid discussions of personal life/issues in public conversations that may be easily overheard.
- Monitor the volume when listening to music, voice mail, or a speakerphone when in the proximity of others.
- Clean-up and do not leave behind waste or discarded papers.
- Keep all desks and work areas neat and orderly.
- Thoroughly clean-up after utilizing break and kitchen areas.

Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities that are protected by law.

## **MISCELLANEOUS**

### **801 Political Activity**

Employees of the CONB are encouraged to support governments in the political system. However, there are limits on employee political activity. CONB employees may join civic, partisan, or political organizations, may attend political meetings and advocate the principles or policies of civic or political organizations in accordance with the Constitution and federal and state laws. Although any solicitation, refer to Policy #712 – Solicitation, by employees of the CONB during working hours is strictly prohibited, employees must make every effort to avoid the appearance of impropriety when engaging in political activities on their own time. Employees must note that they are engaging in political activity on their own time and not on behalf of the CONB. Employees must also refrain from discussing municipal business during political discussions. No CONB employee should be required to contribute money or anything of value to any candidate for nomination, or election to any office, campaign or political committee or be required to take part in any political campaign. In addition, receiving gifts, remuneration of any type or monetary reward in exchange for political activities while conducting or that conflict with municipal business is prohibited.

Also, City employees while on duty, in uniform, or on City property, are prohibited from participating in the following activities:

- Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for a candidate for public office.
- Organizing, selling tickets to, promoting, or actively participating in a fundraising activity of a candidate for public office.
- Taking an active part in managing the political campaign for a candidate for public office.
- Soliciting votes in support of, or in opposition to, a candidate for public office.
- Acting as a recorder, watcher, challenger, or similar officer at the polls on behalf of a candidate for public office.
- Driving voters to the polls on behalf of a candidate for public office.
- Endorsing or opposing a candidate for public office in a political advertisement, broadcast, campaign literature, or similar material.

- Addressing a rally or similar gathering of the supporters of opponents of a candidate for public office.
- Initiating or circulating a nominating petition for a candidate for public office.
- Wearing campaign buttons, pins, hats, or other similar attachment, or distributing campaign literature in support or opposition to a candidate for public office.

The City Council may grant a City employee a leave of absence to become a candidate for any office other than an elective office for the City of Neptune Beach. No employee who is in an active employment status shall become a candidate for elective office for the City of Neptune Beach.

Nothing in this policy shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law. Employees may contact the City Manager for additional information regarding political activity.

## 802 Whistleblower Policy

Each employee and elected or appointed official of the CONB has an obligation to report in accordance with this Whistleblower Policy questionable or improper accounting, internal control, auditing, or fraud matters, and violations and suspected violations of CONB policies. In its continuing effort to build upon its strong corporate governance standards, the CONB has established procedures for its employees to convey complaints or to identify concerns (a “Complaint”) regarding (i) disclosure or threatened disclosure of violations of a law, rule, or regulation to the appropriate governmental agency; (ii) provision of testimony or information to the appropriate governmental agency regarding alleged violations of a law, rule, or regulation; (iii) objection to or refusal to participate in activity that is in violation of a law, rule, or regulation; (iv) improper use of governmental office; (v) gross waste of funds; or (vi) any other abuse or gross neglect of duty on the part of an agency, public officer, or employee (collectively, “Disclosure Matters”). These include:

- The submission of Complaints regarding questionable accounting, internal controls, auditing fraud matters or policy violations by employees, elected or appointed officials, and other stakeholders of the City, on a confidential and anonymous basis.
- The receipt, retention, and treatment of Complaints received by the City regarding accounting, internal controls, auditing fraud matters, or applicable organizational policies.
- The protection of employees reporting Complaints from retaliatory actions.

The CONB respects its employees’ legal right to report actual or suspected unlawful activity directly to government agencies, or to the City Manager, or the City Council. It is the City Manager’s and the City Council’s responsibility to ensure that the CONB employees feel comfortable reporting actual or suspected unlawful activity to government agencies, or to themselves.

### **Acting in Good Faith**

Anyone reporting a Complaint must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting, internal control, auditing practice, fraud, or a violation of policy. The employee must exercise sound judgment to avoid baseless allegations. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense, and may result in disciplinary action, up to and including termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

### **Filing a Complaint**

Any CONB employee should submit a good faith Complaint regarding questionable treatment or alleged violations with respect to the Disclosure Matters that an employee cannot foresee resolving through the

CONB's grievance and problem resolution process. Employees should follow the procedures described below to submit a Complaint:

- The employee should first discuss their Complaint with their Department Head. If after this discussion, the employee continues to have reasonable grounds to believe the Complaint is valid, if the employee is uncomfortable speaking with his or her Department Head, or if the Department Head is a subject of the Complaint, the Complaint may be submitted in writing, confidentially and anonymously, through internal or regular mail, or may be delivered in person to the City Manager. If an employee desires to discuss the matter in person with the City Manager, he or she may call the City Manager instead of submitting the Complaint in writing. The City Manager will promptly report to the City Attorney, who has specific and exclusive responsibility to investigate all Complaints. If the City Manager, for any reason, does not promptly forward to the City Attorney, the reporting individual should directly report the Complaint to the City Attorney.
- If the Complaint involves the City Manager, the employee should contact the City Attorney by phone or U.S. Mail. Contact information for the City Attorney may be obtained through the City Clerk's Office.
- If the Complaint involves the City Attorney, the employee should contact the Florida Bar and the Jacksonville Bar Associations.
- Complaints should be factual and contain as much specific information as possible setting forth all of the information that the employee knows, in order to allow the representative to make a proper assessment. Any envelope containing a Complaint should be marked "*confidential and private.*"

### **Handling Complaints**

Upon receipt of a Complaint, the City Manager will notify the sender and acknowledge receipt of the Complaint within five business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted Complaints.

The City Manager will conduct a preliminary investigation of the Complaint to assess its nature, legitimacy, and significance. To the extent possible, all Complaints will be handled in a confidential manner. All submissions, inquiries, and discussions will be documented by the City Manager, and appropriate corrective action will be recommended to the City Attorney, if warranted by the preliminary investigation. The City Manager and the City Attorney will decide whether to proceed with further investigation, or close the file. The City Manager and the City Attorney have the authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations. In addition, action taken will include a conclusion and/or follow-up with the employee, unless the Complaint was submitted anonymously, for complete closure of the Complaint.

Any complaint involving (a) the existence of material inaccuracies in the CONB's financial reports, or (b) a defalcation, fraud, or other intentional misconduct with respect to its cash and/or other financial assets, accounting, auditing, reporting, or internal controls, will be reported promptly to the City Council following the initial screening and any corrective action will be taken, as appropriate. All other Complaints not relating to the accounting, auditing, or reporting of, or the internal controls practices and procedures relating to the CONB's funds will be handled pursuant to the current policies and procedures applicable to such matters. The City Council will be notified within 24-hours of all Complaints, once a resolution to all Complaints have been reached, and prior to the final disposition. The City Manager will also forward appropriate recommendations to the City Council on any Complaints raised under this policy and the investigation and/or resolution of the same.

All submissions, inquiries, discussions and documentation will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Documentation related to the investigation will be maintained in confidential files. Access to the confidential files will be restricted to the City

Manager, the City Attorney, the City Council, and their designated representatives. This is important in order to avoid damaging the reputations of persons suspected, but subsequently found innocent of wrongful misconduct and to protect the CONB from potential civil liability. All such confidential files will be maintained for at least seven-years following the final disposition of the matter.

Any employee found to have violated any item within this policy may be subject to disciplinary action, up to and including termination of employment, and legal action even if the individual does not directly benefit from the intended action. Any employee who makes a Complaint under this policy by means of allegations that prove not to be substantiated and which also prove to have been made maliciously, recklessly, or with foreknowledge that the allegations were false will be subject to disciplinary action, up to and including termination of employment.

### **No Retaliation**

The CONB will not retaliate or discriminate against any employee who lawfully provides information to federal or state authorities, or to the CONB regarding any conduct that the employee reasonably believes constitutes unlawful activity or who participates in, or otherwise assists with an administrative proceeding, judicial proceeding, or investigation by government agencies, the City Manager, or the City Attorney. (collectively, the "Proceedings").

Specifically, the CONB will not discharge, demote, suspend, threaten, harass, or in any other manner discriminate against any employee in the terms and conditions of their employment because the employee participated in the proceedings. The CONB also respects its employees' legal rights to refuse to engage in unlawful activities and will not take any type of disciplinary action against employees who refuse to engage in unlawful activities.

Employees may contact the City Manager for additional information regarding the guidelines of the whistleblower policy.

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

ISSUE DATE: 11/01/2022

The employee handbook describes important information about the City of Neptune Beach (CONB) and I understand that I should consult the City Manager regarding any questions not answered in the handbook. I have entered into my employment relationship with the CONB voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the CONB may terminate the employment-at-will relationship, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to the CONB's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager of the CONB has the ability to adopt any revisions to the policies in this handbook.

When the Northeast Florida Public Employees Local 630 Collective Bargaining Agreement (CBA) or the Neptune Beach Public Safety Department's Labor Council's Collective Bargaining Agreement (CBA) or Departmental Standard Operating Procedures (SOPs) differ from what is written in this employee handbook, those policies and procedures will prevail.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



Special Agenda Item #4  
 CDBG-Neptune Beach Senior Activity Center

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

<b>AGENDA ITEM:</b>	Special Meeting Agenda Item #4- CDBG -Public Service Grant Contract Senior Center Activity Center
<b>SUBMITTED BY:</b>	Neptune Beach Senior Activity Center Director Leslie Lyne
<b>DATE:</b>	October 13, 2022
<b>BACKGROUND:</b>	<p>The City of Neptune Beach has been awarded CDBG funding for the Senior Activity Center since May 2001. All required reports have been filed per specific contract with COJ, HUD, and CDBG by the department head. NBSAC (Neptune Beach Senior Activity Center) is entering the 22<sup>nd</sup> year of providing diverse programming to senior adults in a clean, safe, and easily accessible environment to all senior adults living in and around Neptune Beach, Atlantic Beach, Jacksonville Beach, surrounding Duval County and Northern St. Johns County. The goals and objectives are to foster, encourage, and enhance health, wellness, independent living, and quality of life for persons 60+. Promoting, sponsoring, and coordinating programs/events/activities/opportunities that encourage socialization, physical well-being, cultural awareness, and intellectual stimulation outline these goals and objectives. CDBG funds (\$48,000.00) are to be used to reimburse the salaries/wages of the director and parttime employees (2 people who share a parttime position).</p>
<b>BUDGET:</b>	CDBG Budget is \$48,000.00
<b>RECOMMENDATION:</b>	To approve contract with COJ
<b>ATTACHMENT:</b>	<p>-Grant application for 2022-2023 attached which was submitted on January 14, 2022</p> <p>-CDBG Contract</p>



**Neighborhoods Department  
Housing and Community Development Division**

**DEPARTMENT INFORMATION**

Department: City of Neptune Beach Division: Senior Activity Center  
 Primary Contact Person(s): Leslie Lyne Title: Project Manager  
 Telephone No: 904-477-0386 E-mail: dsc@nbf.us

**GRANT REQUEST**

**CDBG (select one):**

- Economic Development
- Fair Housing
- Infrastructure
- Slum and Blight
- Public Facilities Improvements
- Public Services

*Are you providing a new program, or expanding or improving an existing program to new clients?*

- New
- Existing Program Expansion and/or Improvement

Amount of Funding Requested: \$44,895.00 Total Project Cost: \$ 196,993.00  
 Projected/Approximate #: of Persons/Participants to be Served 1300 / Units to be Served: \_\_\_\_\_  
 Location of proposed service/program/project:

Street Address: 2004 Forest Avenue, Neptune Beach, FL 32266

Census Tract or Block 140; 141.01; 141.02

**Proposed Service/Program/Project meets one of the following National Objectives (select one)**

- Low/moderate income area (LMA)       Low/moderate income clientele (LMC)
- Slum/blighted area (SBA)       Slum/blighted spot (SBS)

**PROJECT DESCRIPTION, DELIVERY AND BUDGET**

Describe the program/project being proposed *(if needed, please continue on next page)*.

NBSAC is entering the 21st year of providing diverse programming to senior adults in a clean, safe, and easily accessible environment to all senior adults living in and around Neptune Beach, Atlantic Beach, Jacksonville Beach, surrounding Duval County and Northern St. Johns County. The goals and objectives are to foster, encourage, and enhance health, wellness, (continued below)

Is this a Construction Project?     Yes     No

If this is a Construction Project, is it shovel ready, (i.e. ready to start)?     Yes     No

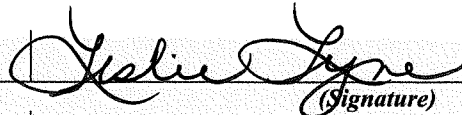
If the project has been previously funded provide the following:

Index Code: ERCD1A      Grant: PDC001      Grant Detail: 20

**APPLICATION APPROVED AND SIGNED BY DEPARTMENT DIRECTOR.**

**To the best of my knowledge and belief, data in this proposal are true and correct and the governing body of the applicant has duly authorized the document.**

NAME: Leslie Lyne  
*(Please Print)*  
 TITLE: Project Manager  
*(Department Director)*



DATE SIGNED: January 14, 2022

**NOTE: Attach Budget and required documentation from Funding Source(s) of committed funds to this project/program to be considered matching funds.**





## **Neighborhoods Department Housing and Community Development Division**

independent living, and quality of life for persons 60+. Promoting, sponsoring, and coordinating programs/events/activities/opportunities that encourage socialization, physical well-being, cultural awareness, and intellectual stimulation outlines the goals and objectives of NBSAC.

Examples of offerings are dynamic and ever changing. Some of these are the following but not limited to: tap dancing, yoga, tai chi, aerobics, balance, line dancing, pickle ball, quilting, sewing, art, card playing, movies, travel club (domestic and abroad), symphony, Jaguar football, baseball, Broadway shows, AARP opportunities, lunch & learn sessions dealing with health, finances, senior services available, and special gatherings (dinners/luncheons, etc). These events are offered daily, weekly, monthly, quarterly. The new facility will be open and operational in June 2022 for an entire new and exciting 20+ more years!

**UNIVERSAL FUNDING APPLICATION FISCAL YEAR 2021-2022  
BUDGET FORM**

SOURCES OF REVENUES	PROPOSED FY 2021-2022
A. FUNDS REQUESTED	\$ 48,000.00
B. SOURCES OF MATCHING FUNDS	
1. Match Funds	\$ 24,735.00
2. Leverage Funds	\$ 80,492.00
3. Donations / In Kind	43,766.00
<b>TOTAL SOURCES OF REVENUE</b>	<b>\$ 196,993.00</b>

Agency Name: CITY OF NEPTUNE BEACH

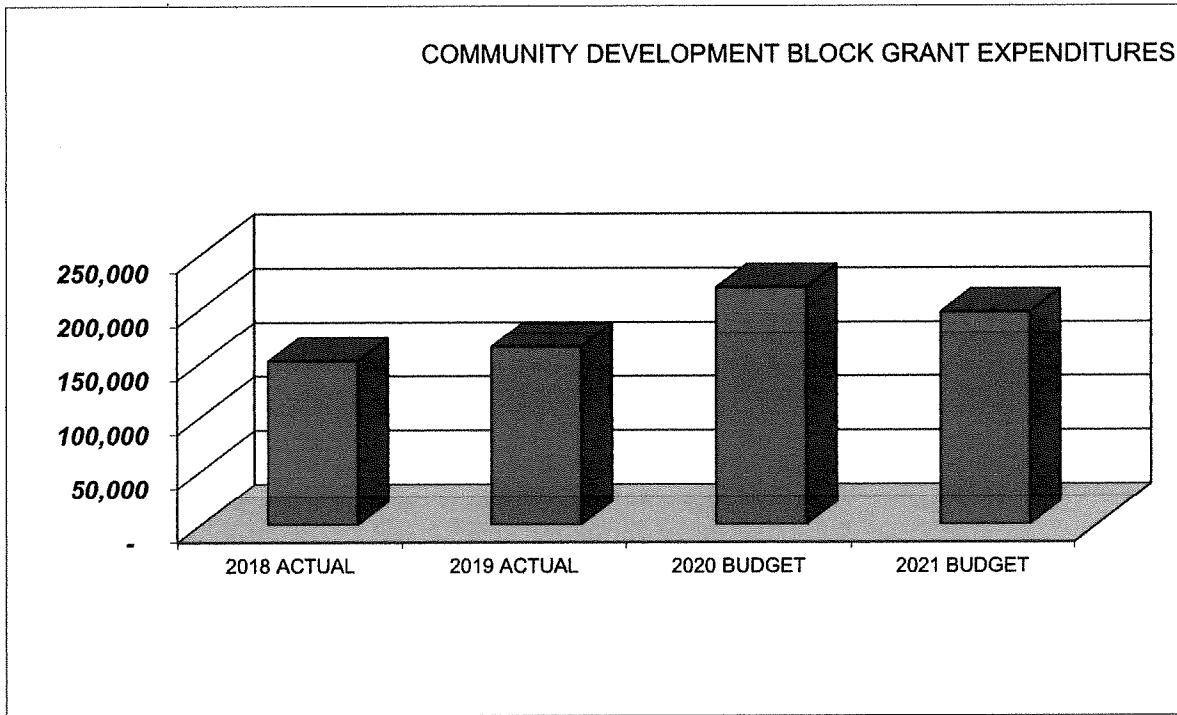
Project Name: SENIOR ACTIVITY CENTER & FOUNDATION, INC.

Project Type: PUBLIC SERVICES-1300+ Senior Adults

ITEM #	DESCRIPTION OF WORK	TOTAL PROJECT COST	A	B		
			FUNDS REQUESTED	SOURCES OF MATCHING FUNDS		
				Match Funds 1	Leverage Funds 2	Donations / In Kind 3
01	REGULAR SALARIES-1-F/T; 2-P/T	\$ 79,123.00	\$ 48,000.00	\$ 15,000.00		\$ 16,123.00
02	FICA	\$ 4,782.00				\$ 4,782.00
03	RETIREMENT CONTRIBUTIONS	\$ 6,000.00				\$ 6,000.00
04	LIFE & HEALTH INSURANCE	\$ 10,761.00		\$ 5,000.00		\$ 5,761.00
05	WORKER'S COMPENSATION	299		299		
06	MEDICARE	1118		1118		
07	PROFESSIONAL SERVICES	39911			39911	
08	TRIPS/TRAVEL	32749			32749	
09	TRAVEL & PER DIEM	1000				1000
10	COMMUNICATION SERVICES	2100				2100
11	UTILITY SERVICES	8000				8000
12	LIABILITY INSURANCE	8800		3318	5482	
13	REPAIRS & MAINTENANCE	900			900	
14	OTHER CURRENT CHARGES	500			500	
15	OFFICE SUPPLIES	200			200	
16	OPERATING SUPPLIES	750			750	
17						
18						
19						
20						
21						
22						
23						
24						
25						
	<b>TOTAL PROJECT COST</b>	<b>\$ 196,993.00</b>	<b>\$ 48,000.00</b>	<b>\$ 24,735.00</b>	<b>\$ 80,492.00</b>	<b>\$ 43,766.00</b>
		100.00%	24.37%	12.56%	40.86%	50.00%

**COMMUNITY DEVELOPMENT  
BLOCK GRANT FUND**

	ACTUAL BALANCE 09/30/18	ACTUAL BALANCE 09/30/19	FISCAL YEAR 2020 BUDGET	FISCAL YEAR 2021 BUDGET
<b>REVENUES</b>				
PHYSICAL ENVIRONMENT	\$ 44,895	\$ 44,895	\$ 44,895	\$ 44,895
TRANS FRM GENERAL FUND	20,000	20,000	40,201	20,000
ELDER AFFAIRS GRANT	-	-	-	-
CLASS FEES COLLECTED	11,514	25,126	39,651	40,200
TRAVEL FEES COLLECTED	11,463	15,100	20,000	32,749
DONATIONS	63,635	59,720	75,000	59,149
TOTAL REVENUE	151,507	164,841	219,747	196,993
<b>EXPENDITURES</b>				
PROFESIONAL SERVICES	7,509	22,212	3,534	99,482
OTHER CONTRACTUAL SERVICE	-	45	97,280	97,511
CAPITAL OUTLAY IMPROVEMENTS	-	-	-	-
TOTAL EXPENDITURES	7,509	22,257	100,814	196,993
NET REVENUE	\$ 143,998	\$ 142,584	\$ 118,933	\$ -



# Senior Activity Center Updates

A Community Meeting at the site of the new Senior Activity Center was held on 11/29 to discuss plans for exterior finishes of the building. City Staff and the City's consultants, Marquis, Latimer + Halback received critical feedback that will be used to complete a final design.

Residents gave input on color choices, roofing materials, and details for a wraparound porch. Staff also fielded questions about the previous building, the cost of the new building and decisions to construct the new modular building.

Staff anticipates final design and a probable cost of completion to be received by the end of December. The next step will be to publish an RFP based on the probable cost provided by ML+H and competitively select a contractor(s) to finish the exterior of the Senior Activity Center.

The contractor selection process will take approximately one month, putting approval of the contractor(s) on the February 7, 2021 Council Meeting agenda.

Grand Opening of the new Senior Activity Center building is tentatively scheduled for May, 2022.

### How much has this building cost?

*The new Senior Activity Center received \$400,000 from the Better Jacksonville 1/2 cent sales tax to construct the structure that is currently at 2004 Forest Avenue.*

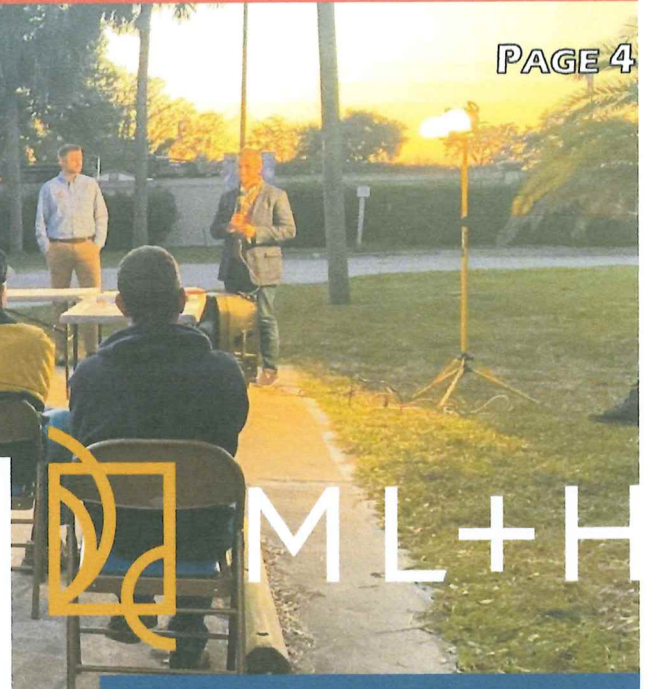
### How much will the exterior finishes cost?

*ML+H is currently reviewing and incorporating the community feedback received at the Community Meeting.*

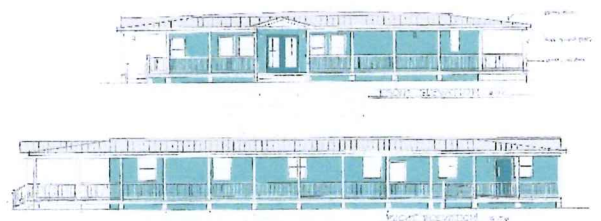
*Once that is complete, the City will receive a probable cost of construction to finish the new Senior Activity Center.*

### Where did the money come from and where will the money come from to finish the Senior Activity Center?

*The City Council approved \$400,000 to come out of the Better Jax 1/2 cent sales tax. The rest of the funds came from individual donations, grants, and the City of Jacksonville.*



**After Final Design is Complete, there is \$154,762.43 Available to Finish Exterior Work**



**COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC SERVICE GRANT CONTRACT**

**THIS COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE GRANT CONTRACT** (this "**Contract**") is made and entered into in triplicate as of \_\_\_\_\_, 2022, but shall be effective as of October 1, 2022 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation and existing under the laws of the State of Florida (the "**City**"), and the **CITY OF NEPTUNE BEACH**, a Florida municipal corporation in Duval County, Florida ("**Recipient**").

**RECITALS:**

**WHEREAS**, pursuant to the provisions of Title I of the Housing and Urban Development Act of 1974, as amended, Public Law 93-383, and 24 CFR 570, as amended, the United States Department of Housing and Urban Development ("**HUD**") awarded the City a Community Development Block Grant ("**CDBG**"), under Federal Grant Award No. B-22-UC-12-0017 and CFDA No. 14.218 (the "**CDBG Funds**"), which provides for the development, establishment and administration of services and projects to benefit low and moderate income persons, that aid in the elimination of slum and blight, and/or that meet an urgent community need; and

**WHEREAS**, the CDBG grant agreement between the City and HUD further provides that the City may contract with not-for-profit community organizations to administer and implement certain services and projects under the grant; and

**WHEREAS**, it is in the best interest of the City to enter into a contract with Recipient to administer a portion of the CDBG grant; and

**WHEREAS**, pursuant to that certain 1982 Inter-Local Agreement between the City and Recipient, as amended by that certain 1996 Inter-Local Agreement between the City and Recipient, as approved by Ordinance 97-1143-A, the City is required to disburse CDBG funds to Recipient up to an annual maximum amount based upon a percentage of Recipient's population; and

**WHEREAS**, pursuant to the appropriation and approval set forth in **Ordinance 2022-362-E**, the City hereby engages the services of the Recipient to administer and implement eligible CDBG programs utilizing a portion of the CDBG Funds by providing the eligible services more particularly set forth in **Attachment A-1** (the "**Services**").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of this Contract, the parties agree as follows:

ARTICLE 0  
Incorporation by Reference

0.1 The above stated recitals are true and correct and, by this reference, are made a part of and are incorporated in this Contract.

0.2 Any exhibits or attachments referred to in this Contract are, by this reference, made a part of and incorporated into this Contract.

ARTICLE I  
Supervision

1.1 Recipient agrees to perform the Services under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division ("**Housing Division**").

1.2 Nothing contained in this Contract or any other document (attached to or contemplated by this Contract) shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of Recipient's budget, attached hereto as **Attachment B-1** (the "**Budget**"); (b) the proper application or expenditure by Recipient of the CDBG Funds; (c) the quality of the Services; or (d) the competence or qualifications of any third party furnishing services, labor or materials in connection with the Services. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Recipient acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Recipient performs the Services (as defined below) in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Recipient for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Recipient for payment. Recipient shall include this Section 1.2 in its contracts and any subcontracts to which Recipient may be a party for performance of the Services required in this Contract.

ARTICLE II  
(Scope of Services)

2.1 Recipient agrees to perform the Services as set forth in **Attachment A-1**. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

2.2 In addition to the requirements, limitations and restrictions set forth elsewhere in this Contract, Recipient shall use the CDBG Funds provided hereunder in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, as amended from time to time, during the term of this Contract; including, without limitation, all laws, rules, regulations and policies governing Community Development Block Grants, the terms of which are incorporated into this Contract by reference. Recipient acknowledges and agrees that it has reviewed, understands, and is familiar with all applicable federal, state, and local laws, rules, regulations, and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations, or policies. If any of the obligations of this Contract are to be performed by a contractor or subcontractor of Recipient, Recipient shall incorporate the provisions of this Section 2.2 into the subcontract. Additionally, Recipient represents and warrants to the City that Recipient has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Jacksonville Ordinance Code*.

ARTICLE III  
(Funding)

3.1 The City agrees to pay Recipient **an amount not to exceed Forty-Eight Thousand and 00/100 Dollars (\$48,000.00)**, which amount is the maximum indebtedness of the City pursuant to this Contract and the City's only obligation under this Contract, subject to the

conditions contained herein. The City makes no warranty as to the sufficiency of the CDBG Funds for the Services, and Recipient understands and agrees that whether or not the CDBG Funds are sufficient to complete the Services, Recipient's duty under the provisions of this Contract is to complete the Services.

3.2 The City shall pay the CDBG Funds to Recipient over the period of this Contract **commencing on the Effective Date and ending on September 30, 2023**, for the Services in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis pursuant to the Disbursement Request Form as set forth in **Attachment B-2**. The City shall not be required to advance any funds. Recipient shall expend the funds solely and exclusively for the Services and Recipient shall not expend or otherwise use any of the CDBG Funds for any other purpose. The City's obligation to fund the disbursements to Recipient for the Services shall be limited to eligible expenses incurred by Recipient **on or before September 30, 2023**, and the City's obligation to make disbursements to Recipient for the Services shall end **sixty (60) days thereafter**.

3.3 The method of payment shall be according to the "Conditions Precedent to City's Disbursements" as described in **Attachment B-3**. The City shall not be obligated or required to make any disbursements if Recipient is in breach of this Contract.

3.4 Any unused or residual funds remaining unspent by Recipient at the termination of this Contract or after completion of the Services, whichever comes first, shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds); if any reimbursable funds were distributed to Recipient, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Recipient to the City no later than thirty (30) days thereafter. If Recipient receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Recipient by the City in error) or any applicable federal, state, or local law, rule regulation or policy, then Recipient shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Recipient shall also reimburse the City for all costs, expenses, and fees, including attorneys' fees and court costs, incurred, or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Contract. The City may immediately terminate this Contract if it determines, in its sole discretion, that any portion of the CDBG Funds provided hereunder were improperly spent.

3.5 Upon advance written approval from the City, Recipient may transfer funds from line item to line item in the Budget, provided that no expenditure shall exceed the maximum indebtedness set forth in Section 3.1 of this Contract.

3.6 The use of the CDBG Funds described in this Contract is subject to the written approval of HUD.

3.7 Recipient acknowledges and agrees that it shall expend the CDBG Funds solely for the Services as specified in this Contract.

3.8 To the extent applicable, Recipient's financial management system and accounting procedures shall meet the requirements of 24 CFR 570.506 and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as may be amended from time to time.

ARTICLE IV  
(Reporting and Monitoring)

4.1 On or before the 10<sup>th</sup> of every month during the term of this Contract, Recipient shall provide the City with a report in form and content acceptable to the City showing all Services activities, including a narrative summary of any progress, and a financial statement showing all expenditures appurtenant to the Services. All expenditure of the CDBG Funds shall be made on a unit of service basis or as set forth in the Attachments to this Contract.

4.2 Recipient shall use the report form that has been approved by the City's Housing and Community Development Division, in form and content substantially in the form of **Attachment C**, which the City may modify at any time during the term of this Contract.

4.3 Recipient's failure to submit monthly reports is grounds either for the City to withhold further payments to Recipient or for termination of this Contract.

4.4 Recipient shall provide the City with all additional information relative to the Services and expenditure of the CDBG Funds as may be requested by the City from time to time, in form and content acceptable to the City.

4.5 Throughout the term of this Contract, Recipient shall permit the City and/or HUD, and their respective representatives, to monitor Recipient's compliance with the provisions of this Contract. Recipient agrees to allow City and/or HUD to monitor, observe and review the progress and quality of the Services through periodic on-site visits during the term of this Contract. Recipient further agrees to allow the City and/or HUD, with prior reasonable notice, to inspect and examine all work performed and Services rendered to determine if the Services are in accordance with the terms of this Contract. Throughout the term of this Contract, and with prior reasonable notice, representatives of the City and/or HUD shall also have the right to access, inspect, examine, and audit any and all records and documentation whatsoever relating to the Services. The City has the authority to reject any work which does not conform to this Contract, local municipal codes, or program regulations.

ARTICLE V  
(Indemnification; Insurance; No Warranty by City)

5.1 Recipient is an independent contractor, and not an employee, agent, partner, joint venturer, representative or associate of the City, conducting the Services set forth in this Contract. Recipient shall be solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

5.2 Nothing in this Contract or contemplated by this Contract shall constitute or create any duty on, or warranty by, the City regarding: (a) the accuracy or reasonableness of the Budget; (b) the proper application or expenditure by Recipient of the CDBG Funds; (c) the quality or condition of the Services; or (d) the competence or qualifications of any third-party furnishing services, labor or materials related to the Services. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City or any City inspector regarding the aforesaid matters.



5.3 Recipient shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment D**.

5.4 Without limiting its liability under this Contract and prior to commencement of any work or the provision of any Services, Recipient shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated in **Attachment E**.

**ARTICLE VI**  
(Contract Period and Termination)

6.1 This Contract shall be effective beginning on the Effective Date and will **terminate on September 30, 2023**, unless terminated sooner without cause by the City by giving thirty (30) days' prior written termination notice to Recipient or in accordance with the termination provisions below.

6.2 The occurrence of any one or more of the following events prior to the expiration or termination of this Contract shall constitute an event of default under the provisions of this Contract:

(a) Failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract);

(b) A violation of any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter of this Contract;

(c) If any representation or warranty contained in this Contract shall be false or misleading in any material respect;

(d) The application by Recipient for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all (or a substantial part) of its assets;

(e) The Recipient (i) is unable or admits in writing its inability to pay its debts as they mature; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudicated as bankrupt or insolvent; (iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors; or (v) agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding;

(f) If any corporate action shall be taken by Recipient for any purpose of effecting any of the foregoing; or if any order, judgment, or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days; or

(e) An event of default by Recipient under any other agreement or transaction between Recipient and the City.

6.3 If the City terminates this Contract due to an event of default by Recipient, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify Recipient of a default is not a waiver by the City of the default or of any future default of Recipient.

6.4 Termination shall be effective at the close of business on the 30<sup>th</sup> day after date of notice without the necessity of any further notice to Recipient if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered in accordance with the notices provision of this Contract. Upon receipt of a notice of termination and, except as otherwise directed, Recipient shall:

- (a) Cease working under this Contract;
- (b) Place no further orders or subcontracts related to the performance of the Services;
- (c) Terminate all orders and subcontracts related to the performance of the Services; and
- (d) Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing the reports beyond the termination date.

6.5 If Recipient should materially fail to comply with any term of this Contract, suspension or termination may occur in accordance with 2 CFR 200.212, the provisions of which are incorporated into this Contract by reference. If funding from CDBG or any other applicable funding sources should fail or cease to be provided to the City or appropriated by the City Council, then the City may terminate this Contract and shall reimburse Recipient, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Recipient up to the date of the termination only.

## ARTICLE VII (Uniform Administrative Requirements)

7.1 Recipient shall comply with the requirements and standards of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as may be amended from time to time.

7.2 Recipient shall retain all original records pertinent to this Contract for five (5) years following the date of termination of this Contract, however terminated, or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved;
- (b) If the disposition of non-expendable personal property valued at \$1,000.00 or more at the time of acquisition, then such disposition records shall be retained for five (5) years after final disposition; or

(c) If the records retention period mandated by the Florida Public Records Law (Chapter 119, *Florida Statutes*) and/or its associated records retention schedules requires a retention period of longer than five (5) years.

7.3 Recipient shall make all records relative to the Services and expenditure of the CDBG Funds available to the City, the City's agents, and HUD, to examine, inspect, and have access to, at all reasonable times.

ARTICLE VIII  
(General Provisions)

8.1 Recipient shall hire an independent certified public accountant to audit the expenditure of the CDBG Funds and Recipient's provision of Services under this Contract in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as amended time to time; provided, however, the cost and expense of such audit and other reporting required in this Contract shall *not* be funded from the CDBG Funds received. If a grant-specific audit is conducted, it must be submitted to the City no later than one hundred twenty (120) days after termination of this Contract. If included in Recipient's overall organizational audit(s), then the audit must be submitted no later than one hundred twenty (120) days following the end of each fiscal year of Recipient during which the CDBG Funds were expended by Recipient.

8.2 Recipient shall abide by the provisions of Section 112.3135, *Florida Statutes*, as from time to time amended, pertaining to nepotism in its performance under this Contract.

8.3 Recipient shall abide by Chapter 119, *Florida Statutes*, and related laws, concerning public records, as from time to time amended.

8.4 Recipient accepts the CDBG Funds appropriated pursuant to this Contract in accordance with the terms of this Contract and shall abide by the audit requirements of this Contract or such other audit requirements as may be mandated by the City.

8.5 Recipient shall adhere to the following City procurement requirements in its procurement of labor, materials, supplies, and equipment, and will maintain written documentation in its records of its compliance:

- Any purchase up to \$2,500 requires one (1) written quotation.
- Any purchase over \$2,500 up to \$15,000 requires two (2) written quotations.
- Any purchase over \$15,000 up to \$30,000 requires three (3) written quotations.
- Any purchase over \$30,000 up to \$65,000 requires four (4) written quotations.
- Any purchase over \$65,000 requires a formal bid procedure (advertising and sealed bids); and
- Any professional design services exceeding \$25,000 require a formal bid procedure (advertising and sealed bids).

8.6 Upon a recommendation by the City, based on a written justification from Recipient that a purchase can only be efficiently and effectively made from one proprietary or sole-source, the City may approve the purchase, in accordance with the procedures set forth in this Contract, without competition or advertisement, but only: (i) if it is specifically found by the City based on all of the relevant facts that a proprietary or sole-source purchase is proper under the circumstances;

and (ii) after posting prior notice of the purchase on the City's website or in a local newspaper of general circulation for no fewer than seven (7) calendar days.

As a further prerequisite to obtaining City's approval of purchases from a proprietary or sole-source, Recipient shall be required to provide a memorandum from its Executive Director or President to the City that:

(a) Provides a summary of the scope of goods or services to be provided, identifying each item, component or service being procured and the price being proposed for the same;

(b) Provides a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended proprietary or sole-source provider. For purposes of this Section: (i) a "proprietary source" procurement shall apply to follow-up goods or services, such as replacement parts or warranty-related or required maintenance services for products and equipment previously purchased by Recipient, or follow-up or related study services by the same professional that performed the original service, that may only be efficiently and effectively provided from one justifiable source; and (ii) a "sole-source" procurement shall apply when there is only one justifiable source, such as patented and manufactured products and services offered for sale in noncompetitive market or solely by a manufacturer's authorized dealer;

(c) Asserts that Recipient, prior to justifying the proprietary or sole-source, has researched the availability of the requested goods or services from other sources in applicable markets and has discussed and evaluated the same with the Housing and Community Development Division's appropriate program manager; and

(d) Attaches (i) a scope of goods and/or services; (ii) a fee and/or cost summary; and (iii) a copy of a proposal letter from the proprietary or sole-source provider regarding the scope of goods and/or services and other proposed contract terms and conditions (*i.e.*, price, duration, etc.).

8.7 E-Verify. Pursuant to the provisions of Section 448.095, Florida Statutes, the Recipient confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Recipient acknowledges that any violation of this provision will result in a default under this Contract and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Contract.

## ARTICLE IX

(Procurement Requirements regarding Conflicts of Interest)

### 9.1 Recipient-Related Conflicts of Interest.

(a) Procurement Disclosure Required. Recipient acknowledges that pursuant to Section 126.110, *Jacksonville Ordinance Code*, if a public official (as defined in Section 126.110(e)) has a financial interest in Recipient's bid or contract, such public official must disclose to the City's Procurement Division and the City's Housing and Community Development Division: (i) at the time the bid or proposal is submitted or subsequently no later than the close of the second full, regular work day after the bid or proposal is

submitted (not including the day that the bid is submitted or any Saturday, Sunday or City holiday); or (ii) prior to or at the time that the official acquires a financial interest in the bid or proposal. The disclosure shall meet the requirements of Section 126.110, *Jacksonville Ordinance Code*, and include, but not be limited to, the following: the bid or proposal number, the name of the official and his or her public office or position; the name and address of the business entity in which the official has a financial interest; and the position or relationship of the official with that business entity. A public official's failure to make the required disclosure in a timely manner is a violation of Sections 126.110 and 602.406, *Jacksonville Ordinance Code*.

(b) Unauthorized Self-Dealing Prohibited. Except as acknowledged and authorized by Recipient, Recipient's managers, directors, and officers shall not sell any property (real or personal), goods or services to, or purchase any property (real or personal), goods or services from, Recipient directly or indirectly if such sale or purchase involves the CDBG Funds provided under this Contract. Additionally, Recipient may adopt a self-dealing policy to prevent and resolve actual or apparent conflicts of interest between Recipient's organization and its managers, directors, and officers regarding Recipient's use of CDBG Funds. At the City's request, Recipient shall provide the City with a copy of such policy.

(c) Gifts Prohibited; Required Notification. Recipient and its subcontractors shall not offer or provide gratuities, favors, or anything of monetary value to any City employee, officer, or agent engaged in the selection, award, and administration of this Contract. Pursuant to Section 9.2(a) below, if Recipient has knowledge of a real or apparent conflict of interest of a City employee, officer or agent regarding this Contract, Recipient shall promptly notify the City as outlined in Section 13.2 of this Contract.

(d) Code of Conduct Pursuant to 24 CFR 84.42. Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Recipient.

(e) Default. Recipient's failure to adhere to this Section 9.1 shall be deemed an event of default under Section 6.2 of this Contract.

## 9.2 City-related Conflicts of Interest.

(a) Federal Procurement Regulations. Recipient acknowledges that City employees and public officers are subject to the federal procurement standards set forth in 2 CFR §200.317 and 2 CFR §200.318, which requires the City to maintain written standards of conduct covering conflicts of interest and governing the actions of its

employees engaged in the selection, award, and administration of this Contract. Recipient further acknowledges that under the federal procurement standards, no employee, officer, or agent of City may participate in the selection, award, or administration of this Contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the City employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from this Contract. Additionally, Recipient acknowledges that the officers, employees, and agents of City may neither solicit nor accept gratuities, favors, or anything of monetary value from Recipient or its subcontractors.

(b) State and Local Procurement Laws. Recipient acknowledges that City employees and public officers are subject to additional procurement conflict of interest provisions in Chapter 112, Part III (Code of Ethics for Public Officers and Employees), Section 112.313(3), *Florida Statutes*, and Chapter 602 (Jacksonville Ethics Code), Section 602.406, *Jacksonville Ordinance Code*.

ARTICLE X  
(Intentionally Deleted)

ARTICLE XI  
(Other Federal Program Requirements)

11.1 Recipient shall carry out the Services and work performed hereunder in compliance with all applicable federal laws and regulations, which are incorporated into the Contract by this reference, as they may be amended from time to time, including, but not limited to:

- Public Law 88-352 - Title VI of the Civil Rights Act of 1964, as amended.
- Public Law 90-284 - Title VIII of the Civil Rights Act of 1968.
- Executive Order 11063 (as amended by Executive Order 12259).
- Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended by 42 USC 5301-5320).
- Davis-Bacon Act and related acts (as amended by 40 USC 276a to a-7).
- Contract Work Hours and Safety Standards Act (40 USC 327 through 333).
- National Flood Insurance Program (as set forth in the Florida Disaster Protection Act of 1973).
- Displacement, Relocation Assistance and Real Property Acquisition (as set forth in 49 CFR Part 24 and 24 CFR Part 42).
- Equal Employment and Contracting Opportunities:
  - Executive Order 11246 (as amended by Executive Orders 11375, 11478, 12107, and 12088, and supplemented by 41 CFR Part 60).
  - Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c).
- Lead Based Paint Poisoning Prevention (as set forth in 24 CFR Part 35).
- Use of Debarred, Suspended or Ineligible Contractors or Sub-Contractors [in accordance with Executive Orders 12549 and 12689, and as set forth in 24 CFR Part 29 and 29 CFR 5.12(a)(1)].

- Nondiscrimination Based on Age or Handicap (as set forth in the Age Discrimination Act of 1975, as amended, and 24 CFR Part 146).
- Section 504 of the Rehabilitation Act of 1973.
- Environmental Protection Agency Regulations National Environmental Policy of 1969.
- Title 24, Code of Federal Regulations, Volume 1, Part 135.
- Byrd Anti-Lobbying Amendment (31 USC 1352).
- Clean Air Act, 942 USC 7401 *et seq.*) and the Federal Water Pollution Control Act (33 USC 1251 *et seq.*), as amended.

11.2 This Contract is also governed by the following:

(a) If Recipient is or was created by a religious organization, Recipient agrees that all CDBG Funds disbursed under this Contract shall be subject to the conditions, restrictions, and limitations of 24 CFR 5.109 and 24 CFR 92.257.

(b) Recipient shall comply with the Federal Funding Accountability and Transparency Act, Public Law 109-282 (the "Act"), as may be amended from time to time, including all reporting requirements. As required by the Act, Recipient shall provide the City with the following information contemporaneously with Recipient's execution of this Contract:

(i) The names and total compensation of Recipient's five most highly compensated officers if Recipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues in federal awards; and \$25,000,000.00 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of Recipient through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC §§ 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986, as provided in §2(b)(1) of the Act;

(ii) Recipient's entity information, Data Universal Numbering System ("DUNS") number, and Parent DUNS number, if applicable; and

(iii) Documentation evidencing its registration in the United States Government's System for Award Management ([www.SAM.gov](http://www.SAM.gov)), pursuant to the provisions of the Act. Recipient must ensure that such registration remains current and in good standing throughout the term of this Contract.

Recipient further agrees to provide the City with additional information and documentation throughout the term of this Contract as may be requested by the City to ensure alignment of Recipient's system and processes to meet the reporting and other requirements of the Act. Notwithstanding any provision in this Contract to the contrary, Recipient's violation of this Section shall be cause for immediate suspension of payment to Recipient of the CDBG Funds provided under this Contract by the City and the City's unilateral termination of this Contract upon thirty (30) days prior written notice to Recipient of the cancellation.

(c) Recipient shall comply with the Federal Immigration and Naturalization Act. The City shall consider Recipient's employment of unauthorized aliens a violation of Section 274A(e) of the Federal Immigration and Naturalization Act. Such violation shall be cause for unilateral termination of this Contract upon thirty (30) days' prior written notice of the termination.

## ARTICLE XII

### (Representations and Warranties by Recipient)

12.1 Without limiting the representations, warranties, and covenants of Recipient set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Recipient acknowledges that as of the Effective Date, and continuing during the term of this Contract as if continuously reiterated, that the following is true:

(a) Recipient is a Florida municipal corporation duly incorporated and validly existing under the laws of the State of Florida. Recipient has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Recipient's entering into this Contract will not conflict with or result in a breach of any other agreement in which Recipient is a party. The individual signing this Contract on behalf of Recipient have full power and authority to do so, and Recipient shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Recipient is exempt from taxation in certain instances including but not limited to those provided in the Constitution of the State of Florida (Art. VII, Section 3), and in Chapters 163, 196, and 212 of the *Florida Statutes*.

(c) The making, execution and delivery of this Contract and performance of all contractual obligations by Recipient have been duly authorized and approved by Recipient's shareholders, members, partners, or Board of Directors (as the case may be).

(d) When executed by the City, this Contract and all documents contemplated by this Contract constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with their respective terms.

(e) This Contract and all documents contemplated by this Contract do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction to which Recipient is bound, or any provision of any applicable law or regulation to which Recipient is bound.

(f) Recipient and each of its general contractors, subcontractors, materialmen, laborers, and other persons performing services relating to the Services hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition precedent to conduct business in the State of Florida and to provide the Services. Recipient shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Recipient has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Contract.

(h) Recipient has not engaged a broker, finder or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, fee to such broker, finder or other similar third party.



(i) Recipient is not in breach of any prior donation agreement or City code provisions by which the City donated property to Recipient for the development of affordable housing.

(j) Recipient is not on the Council Auditor's Non-Compliance List pursuant to Chapter 18, *Jacksonville Ordinance Code*, or the Vendor Debarment List pursuant to Chapter 126, *Jacksonville Ordinance Code*.

(k) Recipient is not in breach of any of the conditions or requirements of any City grant award or program.

(l) Recipient is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens or other municipal liens or fines, on real property owned by Recipient and incurred after Recipient took ownership of the real property.

(m) Recipient is not in litigation against the City, other than as an agent, attorney, guardian, or personal representative of an estate.

12.2 Recipient has not relied on any warranty by the City regarding: (a) the accuracy or reasonableness of the Budget, (b) the feasibility or quality of the Services, (c) the proper application or expenditure by Recipient of the CDBG Funds, or (d) the competence or qualifications of any third-party furnishing services, labor, or materials in connection with the Services. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City or any City inspector regarding these matters.

### ARTICLE XIII (Miscellaneous)

13.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties.

13.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Contract. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Contract by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

To the City:

City of Jacksonville  
Neighborhood Department, Housing and Community Development Division  
214 North Hogan Street, 7<sup>TH</sup> Floor  
Jacksonville, Florida 32202  
Attention: Chief

To Recipient:

City of Neptune Beach  
116 First Street  
Neptune Beach, Florida 32266  
Attention: City Manager

13.3 TIME IS OF THE ESSENCE in the performance by any party of its obligations under the provisions of this Contract. If the time for performance falls upon a Saturday, Sunday, or legal holiday, as defined by Florida law, the time for performance shall be the next day that is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business days.

13.4 No waiver of any term or obligation of this Contract may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default under the provisions of this Contract shall not constitute a waiver of the default, or any other default, or of related rights or remedies.

13.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, if any, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other party.

13.6 Except as expressly provided to the contrary, each section, part, term or provision of this Contract is severable; and, if for any reason, any section, part, term or provision is determined to be invalid, contrary to, or in conflict with, any law, rule or regulation by a court or governmental agency having competent jurisdiction, and the unenforceability of the invalid provision does not adversely affect the purpose and intent of this Contract, in the City's sole discretion, the remaining sections, parts, terms or provisions of this Contract shall continue to be given full force and effect.

13.7 This Contract and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties. This Contract is for the sole and exclusive benefit of the parties, and no third party is intended to or shall have any rights or benefits under this Contract.

13.8 All legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed, and enforced according to the laws of the State of Florida.

13.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Recipient has adopted and will maintain a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract;

provided, Recipient shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date of this Contract. If any of the obligations of this Contract are to be performed by a contractor or subcontractor, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated into and become a part of the subcontract.

13.10 Recipient shall, upon the City's request: (a) promptly correct any defect, error or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract.

13.11 Unless otherwise expressly provided, if there is a conflict between any provisions of this Contract and any attachment or exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties have had meaningful input into the terms and conditions contained in this Contract. Recipient acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms of this Contract shall be more strictly construed against either party.

13.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

13.13 All of Recipient's representations, warranties, indemnities, and other covenants set forth in this Contract are continuing in nature and shall survive the termination of this Contract.

13.14 Except for contracts awarded pursuant to 40 USC Section 3141, *et seq.*, the parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: (a) submit a bid on a contract to provide any goods or services to a public entity; (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work; (c) submit bids on leases of real property to a public entity; (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, (e) transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

13.15 Neither party may assign this Contract or any of its rights and obligations under the provisions of this Contract.

13.16 Prompt Payment to Subcontractors and Suppliers.

(a) Nothing in this Contract shall prohibit Recipient from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. If there is a dispute, Recipient may withhold the disputed portion of the payment only after Recipient has provided written notice to the City and to the subcontractor or supplier whose payment is in dispute, stating the amount in dispute and describing the actions required to cure the dispute. The notice shall be delivered to the City and the subcontractor or supplier within (ten) 10

calendar days after Recipient receives payment from the City. Recipient shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) Recipient shall pay all contracts awarded to certified Jacksonville Small and Emerging Businesses ("JSEB") as defined in Chapter 126, Part 6, *Jacksonville Ordinance Code*, for all work completed and materials, services and equipment furnished by the JSEB associated with this Contract within seven (7) days of completion of the work or services rendered. Recipient shall not unreasonably withhold payments to certified JSEBs. If a dispute arises, Recipient may withhold the disputed portion of the payment but first shall provide notice to the City and to the certified JSEB whose payment is in dispute which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and the subcontractor or supplier within five (5) calendar days after Recipient's receipt of a request for payment from the JSEB. Recipient shall pay all undisputed amounts due within the time limits imposed by this Section. The failure to timely pay undisputed amounts to the JSEB is a material breach of this Contract. Continued failure to adhere to this Section is cause for termination of this Contract.

(c) The prompt payment requirements of this Section shall, in no way, create any contractual relationship or obligation between the City and any subcontractor, supplier, JSEB, or any third-party, or create any City liability for Recipient's failure to make timely payments. However, Recipient's failure to comply with these prompt-payment requirements is a material breach of its contractual obligations to the City. Consequently, the City, without waiving any other available remedy it may have against Recipient, may issue joint checks and charge Recipient a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126 of the *Jacksonville Ordinance Code* for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

13.17 Recipient shall annually attend all training workshops relating to the Services contemplated by this Contract, as may be reasonably required by the City.

13.18 In the provision of the Services to be performed by Recipient, Recipient must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, *Florida Statutes*, (the Florida Public Records Law) and Section 286.011, *Florida Statutes* (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated by this Contract in the City of Jacksonville, State of Florida. If any of the obligations of this Contract are to be performed by a contractor or subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

13.19 As provided in Section 126.305, *Jacksonville Ordinance Code*, for professional services contracts over \$50,000.00, execution of this Contract by Recipient is deemed to be simultaneous execution of the required truth-in-negotiation certificate as if the certificate had been executed apart from this Contract. Pursuant to such certificate, Recipient states that the wage rates and other factual unit costs supporting the compensation under the provisions of this Contract are accurate, complete, and current at the time of contracting. The compensation shall be adjusted to exclude any significant sums where the City determines the contract price was

increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that all such adjustments shall be made within one (1) year following the completion date of this Contract.

13.20 Pursuant to Section 287.135 (2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient:
  - (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
  - (2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, City may terminate this Contract at City's option if the Contract is for goods or services in an amount of one million dollars or more and Recipient:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; and
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, City may terminate this Contract at City's option if the Contract is for goods and services of any amount and Recipient:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

13.21 Recipient, its contractors and subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in performing the Services and shall make such materials available at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under this Contract for inspection, copying, and/or audit by the City.

13.22 Recipient shall use its good-faith efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms, "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632); and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

Recipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

13.23 This Contract may be executed in any number of counterparts, all of which taken together constitute but one instrument.

13.24 This Contract constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, oral or written, between them with respect to the subject matter.

**[The remainder of this page was left blank intentionally by the parties. Signature pages to follow]**

**IN WITNESS WHEREOF**, the parties hereto duly execute this Contract as of the day and year first written above.

**CITY OF NEPTUNE BEACH**, a Florida municipal corporation in Duval County, Florida

By: \_\_\_\_\_  
Stefen Wynn, City Manager

DATED: \_\_\_\_\_

**RECIPIENT INFORMATION**

Name: City of Neptune Beach  
Contact: Leslie Lyne, Project Manager  
116 First Street, Neptune Beach, Florida 32266  
Telephone: (904) 477-3086  
Email: dsc@nbfl.us  
Federal Tax Identification Number: 59-6000384  
Data Universal Numbering System (DUNS Number): 038028106  
Central Contractor Registration (CCR Number): 5C4W9

**[Signature page of the City of Jacksonville to immediately follow this page.]**

**ATTEST:**

**CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

DATED: \_\_\_\_\_

Encumbrance and funding information for internal City use:

**Amount                      \$48,000.00**

This above-stated amount is the maximum fixed monetary amount of this Contract. It shall not be encumbered by this Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference this Contract. All financial examinations and funds that control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided, however, that this certification is not, nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s), as specified in this Contract.

\_\_\_\_\_  
Director of Financer  
City Contract # \_\_\_\_\_  
Purchase Order #: \_\_\_\_\_

**FORM APPROVED:**

By: \_\_\_\_\_  
Office of General Counsel



## **LIST OF CONTRACT ATTACHMENTS AND EXHIBITS**

Attachment A-1	Scope of Services
Attachment A-2	Special Requirements
Attachment B-1	Financial Procedures - Budget
Attachment B-2	Disbursement Request Form
Attachment B-3	Conditions Precedent to City's Disbursements
Attachment C	Monthly Status Report
Exhibit 1 (to Attachment C)	CDBG Direct Benefit Report
Attachment D	Indemnification
Attachment E	Insurance

**I. SCOPE OF SERVICES**

During the term of this contact, the Recipient agrees to:

1. Maintain documentation that ensures eligibility and compliance with the national objective of the Community Development Block grant program, and submit on the form provided by the City, a monthly report on the unduplicated number of persons being served by the program (**See Exhibit 1 to Attachment C**). Recipient will create a suitable living environment for senior adults by providing access to diverse programming in a clean, safe, and easily accessible facility to foster, encourage, and promote a healthy lifestyle.
2. Pay for **one (1) full time and two (2) part time program coordinators** to assist up to **one thousand three hundred (1,300) seniors** with healthy aging activities living in the surrounding areas of Neptune Beach, Jacksonville Beach, and Atlantic Beach, Florida.
3. Enhance the quality of life for seniors by providing programming such as tap dancing, yoga, tai chi, aerobics, balance, line dancing, pickle ball, quilting, sewing, art, card playing, movies, travel club (domestic and abroad), symphony, Jaguar football, baseball, Broadway shows, AARP opportunities, lunch & learn sessions dealing with health, finances, senior services available, and special gatherings (dinners/luncheons, etc.).
4. Provide a self-evaluation tool with quantitative and qualitative measurements. Include copies of meeting notes, brochures, programs, promotional materials, or other information pertinent to this Contract.

**II. SPECIAL REQUIREMENTS**

- A. Recipient shall include in all advertisements or promotions a statement that “*whole or partial funding for these Services is supplied by the City of Jacksonville, Community Development Block Grant program*” or wording to that effect.
- B. The Services shall meet eligibility requirements as a public service activity under 570.201(e) and must be in compliance with the national objective that it will be a direct benefit to low and moderate-income families under 570.208(a)(i)(2)(B). Information on income by family size must be provided that indicates the families or individuals served meet the federal definition of low and moderate-income households according to federal Housing Assistance Payments Programs, Section 8 income limits.
- C. Recipient shall provide monthly statistical information on clients served via form to be provided by the City.

## FINANCIAL PROCEDURES

**BUDGET:**

Recipient shall adhere to the following budget in the administration of this Contract:

**I. Expenditures**

<b>CITY OF NEPTUNE BEACH - Neptune Beach Senior Activity Center</b>	
Senior Assistance – Salaries and Wages for:	
<ul style="list-style-type: none"> <li>• One (1) Full Time Program Coordinator</li> <li>• Two (2) Part Time Program Coordinators</li> </ul>	\$48,000.00
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$48,000.00</b>

**II. Supplemental Funds**

Matching/Leverage Funds	\$105,227.00
In-Kind Contributions	\$43,766.00
<b>Total Supplemental Funds</b>	<b>\$148,993.00</b>
<b>Total CDBG Funds</b>	<b>\$48,000.00</b>
<b>Total Project Costs</b>	<b>\$196,993.00</b>

**ATTACHMENT B-2**  
**Disbursement Request Form**

**DISBURSEMENT REQUEST FORM**

Name: City of Neptune Beach  
 Address: 116 First Street  
 Neptune Beach, Florida 32266  
 Phone#: (904) 477-0386  
 Tax ID #: 59-6000384

Request # \_\_\_\_\_  
 Contract# \_\_\_\_\_  
 Project# \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_ 20\_\_\_\_  
**CDBG Budget Total: \$48,000.00**

1. Contract funds received to date: \$ \_\_\_\_\_
2. Contract funds previously requested but not yet received: \$ \_\_\_\_\_
3. Amount of this request \$ \_\_\_\_\_

<b>Line Item &amp; Description</b>	<b>Budget</b>	<b>Amount Received to Date</b>	<b>Amount of this Request</b>	<b>Remaining Balance</b>
Salaries/Wages for one (1) FT Program Coordinator and two (2) PT Program Coordinators	\$48,000.00			
<b>TOTAL</b>	<b>\$48,000.00</b>			

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

I certify that the data reported above is correct and the amount requested does not exceed current needs.

Signed: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS**

**I. METHOD OF PAYMENT**

**A. Reimbursement**

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request forms (**Attachment B-2**) may be submitted no more often than monthly and Recipient may not request disbursement until such time as there is a need for reimbursement of eligible costs. No disbursement shall be made until the operating expenses are incurred and reimbursement requests have been approved by the City. The time-period for the City to process the disbursement request from submission of the request to availability of a check is **approximately ten to fifteen business days.**

The City's obligation to fund the disbursements to Recipient for the Services shall be limited to expenses incurred by Recipient **on or before September 30, 2023**, and the City's obligation to make disbursements to Recipient for the Services shall end **sixty (60) days thereafter**.

**B. Required Documentation**

Disbursement requests must be accompanied by receipts, cancelled checks, bank statements corresponding with cancelled checks, invoices, written bids, phone quotes and any other reasonable and legible documents to support the expenditure and amount of disbursement requested as may be deemed appropriate by the City in the City's sole discretion.

Requests for reimbursement of wages, salaries and fringe benefits must include copies of employee timesheets, demonstrating the number of hours worked per day and per week. Each timesheet must be signed by the employee and his or her supervisor. If a full-time employee is paid partially with CDBG Funds, a time distribution sheet reporting the number of hours spent working on CDBG projects and on other non-CDBG projects must be submitted. All requests for reimbursement of salary, wages and fringe benefits must be accompanied by a copy of the paycheck.

Disbursement requests for reimbursement of mileage must be accompanied by a log that identifies the employee, "from" where he or she traveled, "to" location, "number of miles", beginning and ending "odometer readings" and "purpose of trip." The mileage log must be signed by the employee and his or her supervisor.

Recipient's failure to provide the City with the above required documentation to receive payment under this Contract shall result in a denial of Recipient's disbursement request and shall constitute a material breach of this Contract.

**C. Procurement**

The requirements of Article VIII of this Contract outline the required procurement procedures and documentation for purchases. Items not specifically identified in this Contract will not be reimbursed with CDBG Funds.

**II. ADDITIONAL PROVISIONS**

A. Requests for Disbursement.

For each request for a disbursement, Recipient shall submit to the City a completed written disbursement request (each, a "Disbursement Request") on a copy of the Disbursement Request Form (**Attachment B-2**). Recipient shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Recipient and were expended on an authorized public service activity.

B. Conditions to Disbursements.

1. General Conditions. The City shall have no obligation to make any disbursement, (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

**MONTHLY STATUS REPORT**

To: Housing & Community Development Division      Contract No. \_\_\_\_\_  
 214 North Hogan Street, 7<sup>TH</sup> Floor                      Report No. \_\_\_\_\_  
 Jacksonville, Florida 32202                                Project No. \_\_\_\_\_

Recipient: \_\_\_\_\_ City of Neptune Beach \_\_\_\_\_

Project/Program Name: \_\_\_\_\_ Senior Activity Center \_\_\_\_\_

Report Period: \_\_\_\_\_ to \_\_\_\_\_                      Date Submitted: \_\_\_\_\_

Person Completing Report: \_\_\_\_\_

PROGRESS REPORT: Describe progress to-date:

1. Maintaining documentation that ensures eligibility and compliance with the national objective of the Community Development Block grant program, and submit on the form provided by the City, a monthly report on the unduplicated number of persons being served by the program (See **Exhibit 1**). Recipient will create a suitable living environment for senior adults by providing access to diverse programming in a clean, safe, and easily accessible facility to foster, encourage, and promote a healthy lifestyle.

2. Assistance for up to **one thousand three hundred (1,300) seniors** with healthy aging activities living in the surrounding areas of Neptune Beach, Jacksonville Beach, and Atlantic Beach, Florida.

<b>Number of Seniors Served</b>	
<b>Current Month</b>	<b>Year-to-Date</b>

3. Enhance the quality of life for seniors by providing programming such as tap dancing, bridge lessons, fitness classes, card playing, newly released movies, travel club, symphony, football/baseball games, Broadway shows, AARP Tax Wise, AARP Safe Driver training, and lunch and learn seminars. **Include sign in/sign-out sheets with this report.**

<b>Activity</b>	<b>Current Month</b>	<b>Year-to-Date</b>

4. Providing a self-evaluation tool for improving public services for low and moderate-income persons. Include quantitative and qualitative measurements of success. Include copies of meeting notes, brochures, programs, promotional materials, or other information pertinent to the Contract.



**ATTACHMENT C**  
**Monthly Status Report**  
*[continued]*

**HOW FUNDS WERE SPENT:**

Copies of all canceled checks and bank statements during that report period must be attached to the monthly report to verify the payment of previously submitted invoices and billings. Account for all checks, including any voided checks.

**SUPPLEMENTARY SUPPORT:**

Please describe matching and in-kind contributions received during this report period: \_\_\_\_\_

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**ADDITIONAL COMMENTS:** \_\_\_\_\_

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I certify that to the best of my knowledge the data reported herein is true and correct.

Signed \_\_\_\_\_

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

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

**CDBG DIRECT BENEFIT REPORT**

RECIPIENT: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ REPORT PERIOD: \_\_\_\_\_

Please complete this form on a monthly basis for the unduplicated number of persons/households assisted by this CDBG funded project. Use this information below to determine the income level of the persons being reported.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
LOW AND MODERATE INCOME  
(REVISED SECTION 8 INCOME LIMITS)  
EFFECTIVE JUNE 2022**

**MEDIAN FAMILY INCOME (MFI) - \$86,500** (as may be updated from time to time)

<b>FAMILY SIZE</b>	<b>EXTREMELY LOW (30% OF MEDIAN)</b>	<b>VERY LOW (50% OF MEDIAN)</b>	<b>LOW (80% OF MEDIAN)</b>
1	\$17,600	\$29,300	\$46,850
2	\$20,100	\$33,450	\$53,550
3	\$23,030	\$37,650	\$60,250
4	\$27,750	\$41,800	\$66,900
5	\$32,470	\$45,150	\$72,300
6	\$37,190	\$48,500	\$77,650
7	\$41,910	\$51,850	\$83,000
8	\$46,630	\$55,200	\$88,350

Counts by Household or Persons? (H/P) \_\_\_\_\_

<b>Income</b>	<b>Current Month</b>	<b>Year-to-Date Total</b>
Extremely Low Income (30% of MFI)		
Low Income (50% of MFI)		
Moderate Income (80% of MFI)		
Non-Low Moderate (above 80% of MFI)		

<b>Race &amp; Ethnicity</b>	<b>Non-Hispanic # Persons</b>	<b>Hispanic #Persons</b>	<b>Current Month Total # Persons</b>	<b>Year-to-Date Total # Persons</b>	<b>Year-to-Date Total # Hispanic Persons</b>
White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other Multi-Racial					
<b>Total Racial/Ethnic Group</b>					

## **INDEMNIFICATION**

Recipient and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and the City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Contract, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Contract (the "Services"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Sections 725.06 or 725.08, *Florida Statutes*, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Sections 725.06 or 725.08, *Florida Statutes*, will be modified to comply with said statutes.

**ATTACHMENT E**  
**Insurance Requirements**

Without limiting its liability under this Contract, Recipient and its subcontractors shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Recipient shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**INSURANCE COVERAGES**

<u>Schedule</u>	<u>Limits</u>
Workers' Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

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

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Automobile Liability**                                 \$1,000,000 Each Occurrence – Combined Single Limit  
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Professional Liability**                                 \$1,000,000 per Claim and Aggregate  
(Including Medical Malpractice when applicable)

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such Claims Made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

<b>Sexual Molestation</b>	\$1,000,000 Per Claim
	\$2,000,000 Aggregate

*(Only if program includes direct supervision of children, special needs, and/or senior citizens)*

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

### **ADDITIONAL INSURANCE PROVISIONS**

- A. Certificates of Insurance. Recipient shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the description, Additional Insureds, Waivers of Subrogation, and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. Additional Insured. All insurance except Worker's Compensation and Professional Liability, shall be endorsed to name the City of Jacksonville and the City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, *Florida Statutes*, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, *Florida Statutes*. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Recipient's Insurance Primary. The insurance provided by Recipient shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City of Jacksonville and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- G. Recipient's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Recipient or its subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under

this Contract or otherwise.

- H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Recipient shall relieve Recipient of Recipient's full responsibility to provide insurance as required under this Contract.
- I. Notice. Recipient shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Recipient, as applicable, shall provide a thirty (30) day written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of Recipient under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provision. Prior to executing this Contract, Recipient shall present this Contract and the insurance and indemnification requirements provided in **Attachment D** and **Attachment E** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Recipient.

**CITY OF NEPTUNE BEACH**  
**BIDDING, SPECIFICATIONS, AND CONTRACT DOCUMENTS**  
**FOR**  
**NEPTUNE BEACH SENIOR ACTIVITY CENTER**  
**PORCH AND EXTERIOR FINISHES**  
*CONB BID NO. 2022-03*

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**BID DUE:**  
**November 2, 2022 at 1:00 PM (EDT)**

**CITY OF NEPTUNE BEACH  
CONB BID NO. 2022-03  
NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES**

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**CITY OF NEPTUNE BEACH  
CONB BID NO. 2022-03  
NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES**

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**APPENDICES**

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APPENDIX "A"	Architect Provided Materials List
APPENDIX "B"	Geotechnical Engineering Report
APPENDIX "C"	Architectural Drawing Set
APPENDIX "D"	Construction Plans – Civil Landscape
APPENDIX "E"	Civil Landscape Schedules

## SECTION 00020

### REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (herein known as "Buyer"), Florida, will be accepting sealed Bids in triplicate, which will be received until **1:00PM, EDT, October 13, 2022**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, for the following:

#### **NEPTUNE BEACH SENIOR ACTIVITY CENTER PORCH AND EXTERIOR FINISHES**

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

Providing all required bonds; insurance; mobilization; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bond; and demobilization required to accomplish the Construction of a Covered Porch at the Neptune Beach Senior Activity Center located at 2004 Forest Avenue Neptune Beach, Fl. 32266.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

The Buyer will evaluate the Bids and the award will be made to the lowest, qualified, and responsive Bidder selected by the Buyer.

Certified minority business enterprises or minority persons are encouraged to timely submit their Bid for this project consistent with the terms of this Notice. Due consideration also will be given to Bidders, other than certified minority business enterprises or minority persons, whose Bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises, minority persons as subcontractors, material suppliers or local preference for this project, should Bidder be awarded a contract.

A pre-Bid meeting will be held on **October 26, 2022 10:00 a.m., local time, at "Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach, Fl. 32266.** Representative of Owner will be present to discuss the Project followed by site visits. Anyone interested in submitting a Bid is strongly encouraged to attend. All Bidders will be responsible for any information discussed at the pre-Bid meeting.

*Questions should be directed in writing by email to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us) no later than **October 28, 2022 at 4:00 p.m., local time.***

**Bids are due at 1:00 p.m., local time, November 2, 2022**, at City Hall located at: 116 1st St., Neptune Beach, Fl. 32266, and will be opened as soon thereafter as possible in the presence of

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the City Clerk and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the City Clerk's office.

**Bids will not be valid unless received in triplicate by the Bid deadline. Sealed packages should be mailed or delivered in person marked on the outside so that it is distinguishable from regular mail and package deliveries with the notation "BID ENCLOSED – CONB Bid No. 2022-03 Senior Activity Center Porch and Exterior Finishes to be opened at 1:00 p.m., local time, November 2, 2022" addressed to the City Clerk, 116 1st St., Neptune Beach, Fl. 32266, so as to guard against opening prior to the date and time set therefore.**

Bidding Documents, drawings and any ADDENDA may be obtained from the Issuing Office for the Buyer, 116 1<sup>st</sup> St. Neptune Beach, Fl. 32266, pwbids@nbfl.us, telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. All Bidders shall be responsible for obtaining any information, documents and ADDENDA provided by the Issuing Office prior to the Bid. The Buyer shall not be responsible for full or partial sets of documents including ADDENDA, if any, obtained from sources other than the Issuing Office.

Bids require a five percent (5%) Bid Security in the form of a certified check or bank money order or a Bid Bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The City of Neptune Beach reserves the right to change the time and date of the pre-Bid meeting, to change the Bid due date and time, to accept any bid, reject any or all bids, to waive informalities and make the award or any portion thereof that, in the Buyer's sole and absolute judgment, will be in the best interest of the Buyer in any manner thereof.

END OF SECTION

**00020-2**

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

## SECTION 00200

### INSTRUCTIONS TO BIDDERS

Prepared By



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# INSTRUCTIONS TO BIDDERS

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# INSTRUCTIONS TO BIDDERS

## ARTICLE 1—DEFINED TERMS

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

## ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

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

## ARTICLE 3—QUALIFICATIONS OF BIDDERS

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

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

- A. Bidder's License Information: Include a Copy of Bidder's license(s).
- B. Bidder's Federal Employer Identification Number (FEIN).
- C. Bidder's SunBiz Document Number.
- D. Minimum Experience Requirements:
  - 1. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years.
  - 2. Proof that the Bidder is a licensed Florida General Contractor and has performed satisfactory work for a government entity in Florida within the last three (3) years.
  - 3. Proof of satisfactory completion on a minimum of three (3) reference projects of similar scope, size, and cost to this project, including performing satisfactory work for at least one project for a government entity in Florida as a general contractor. Each of these three (3) reference projects must be verifiable by reference and include the following minimum information:
    - a. Project Name
    - b. Project Location (city, state)
    - c. Brief Description of Project Substantiating Similarity to this Project
    - d. Date of Completion of Project
    - e. Owner's Name
    - f. Owner's Project Manager's Name, Phone Number, and Email Address: Contact
- E. Provide the resumes of the Bidder's proposed project manager and project superintendent with verification that they have a minimum of five (5) years of verifiable experience matching the scope, type and complexity of the construction services performed on this project, that are currently employed with Bidder's company, and the verifiable projects that include contacts, dates, and project descriptive information to the Buyer's complete satisfaction.
- F. Provide a list of all subcontractors proposed for the project who will perform work in the amount equal to, or greater than, \$10,000. Include the following information for each proposed subcontractor:
  - 1. Name of Subcontractor
  - 2. Type of Work Subcontractor will Perform
  - 3. Subcontractor's License Number (if applicable)
  - 4. MBE/WBE Status
  - 5. Local preference (Those business entities located within the city limits of Neptune Beach, Jacksonville Beach, and Atlantic Beach)
- G. Provide the Bidder's documentation of good faith efforts to utilize MBE/WBEs and local preference on this project. In the event of a low tie bid, the low bidder who proposes to



utilize a higher percentage of MBE/WBEs and local preference on the project will receive preference for award.

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

#### ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

- 4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through the Issuing Office.
- 4.02 It is the responsibility of each Bidder to be familiar with the general nature of the Work and satisfy the Bidder as to all federal, state, and local Laws and Regulations and visit the Site(s) and become familiar with and satisfy Bidder as to the general, local, and Site(s) conditions that may affect cost, progress, and performance of the Work. The Bidder shall consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site(s); information and observations obtained from visits to the Site(s).
- 4.03 A pre-bid meeting will be held on October 26, 2022 at 10:00 a.m., local time at ***"Neptune Beach Senior Activity Center" 2004 Forest Avenue, Neptune Beach, FL 32266***. Anyone interested in submitting a bid is strongly encouraged to attend. The pre-bid meeting includes a site visit to

allow the bidders to acquaint and familiarize themselves with site conditions. To limit person-to-person contact please limit attendance to prime and major trades. All bidders will be responsible for any information discussed at the pre-bid meeting and familiarizing themselves with the site.

- 4.04 Interpretations or clarifications considered necessary by Buyer or Engineer in response to questions arising at the pre-bid conference will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 4.05 Any additional lands and access required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Seller.

#### **ARTICLE 5—INTERPRETATIONS AND ADDENDA**

- 5.01 All questions about the meaning or intent of the Procurement Documents are to be submitted in writing to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us).
- 5.02 Interpretations or clarifications considered necessary by Buyer or Engineer in response to such written questions will be issued by Addenda. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. Questions received after October 28, 2022 by 4:00 pm, local time may not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.
- 5.03 Addenda may be issued to clarify, correct, or change the Procurement Documents as deemed advisable by Buyer or Engineer.
- 5.04 Bidders shall have no contact related to this solicitation with the Buyer's employees or officials during this solicitation process outside of any pre-Bid meeting. This shall include from the time the solicitation is advertised until after the Bids are submitted. Unauthorized contact with Buyer's employees or officials may result in rejection of the bid. All communications with Buyer shall be in writing to the office indicated in this section or advertisement.

#### **ARTICLE 6—BID SECURITY**

- 6.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of **5 (five)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. Such Bid bond will be issued in the form included in the Procurement Documents.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Owner) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished all required insurance verification, furnish an executed current version of IRS form W-9, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract, provide all required insurance verification to the satisfaction of the Buyer, furnish an executed current version of IRS form W-9, and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be

forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

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

#### **ARTICLE 7—PROCUREMENT CONTRACT TIMES**

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

#### **ARTICLE 8—LIQUIDATED DAMAGES**

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

#### **ARTICLE 9—"OR-EQUAL" ITEMS**

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

#### **ARTICLE 10—PREPARATION OF BID**

- 10.01 The Bid Form is included with the Procurement Documents. Additional copies of Procurement Documents may be obtained from the Issuing Office.
- 10.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each Bid item and unit price item in the provided Bid Form. In the case of optional alternates, the words "No Bid" "No Change," or "Not Applicable" may be entered.
- 10.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.
- 10.04 Bidder shall:
- A. Sign the Bid Form as indicated in the Bid Form.

- B. Include evidence of authority to sign.
  - C. Provide information on the individual to be contacted for any communications regarding the Bid including name, postal address, e-mail address, and telephone number.
  - D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
- 10.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth of the Bid Form.
- 10.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that:
- A. The Bidder agrees at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Procurement Documents.
  - B. The Bidder has provided all written notice prior the submission of its Bid of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Procurement Documents and confirms that the written resolution thereof is acceptable to Bidder.
  - C. The Bidder has satisfied themselves that the Procurement Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
  - D. It is the Bidder's responsibility to read the Procurement Documents and Procurement Contract. Any variances must be clearly noted by the Bidder and attached as an appendix to the Bid. Bids may be considered nonresponsive if the Bidder communicates or submits any variances after the Bid opening date. If no variances or objections are submitted with the Bidder's submission it is hereby implied that no objection is taken with the solicitation documents or contract terms and conditions.

## **ARTICLE 11—BASIS OF BID; COMPARISON OF BIDS**

### **11.01 *Unit Prices***

- A. Bidder shall enter the unit price Bid for each unit price line item on the Bid Form and enter the product of the unit price times the estimated quantity for that line item. Bidder shall enter the total of products of unit price and estimated quantity for each unit price line item in the space provided to the total on the Bid Form.
- B. The apparent low Bid will be determined on the basis of the total of products of unit price and estimated quantity for each unit price line item.
- C. Discrepancies between the indicated figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

### **11.02 *Buyer's Contingency Allowance***

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

- 11.03 Award may be made to the responsible Bidder that provides the lowest Bid amount for any combination of Parts to the Base Bid plus selected additive Alternate Bids which Buyer determines provides the most beneficial combination of alternatives within the funds available.

#### **ARTICLE 12—SUBMITTAL OF BID**

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

#### **ARTICLE 13—MODIFICATION OR WITHDRAWAL OF BID**

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

#### **ARTICLE 14—OPENING OF BIDS**

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

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

#### **ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 16—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT**

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

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

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

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

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

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

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

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

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

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



**SECTION 00300**

**BID FORM**

**CONB BID NO. 2022-03  
Neptune Beach Senior Activity Center  
Porch and Exterior Finishes**

This Bid is submitted to The City of Neptune Beach.

In submitting this Bid, the Bidder represents that:

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

terms and conditions for performance of Seller's obligations under the Procurement Contract;

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

**Bid Schedule:**

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, notice of commencement, notice of termination, surveying, as-builts, temporary shoring and protection, permit close-out, temporary utilities, utility locating, utility coordination, utility relocations, utility owner coordination, etc.	LSUM.	1	\$	\$
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$	\$
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$	\$
10	10" #5 Rebar	ea	240	\$	\$
11	18" #5 Rebar	ea	28	\$	\$
12	48" #5 L-Bar (rebar)	ea	58	\$	\$
13	Concrete	CY	5.25	\$	\$

14	2x12x20 Joists & Posts	ea	10	\$	\$
15	2x12x18 Joists & Posts	ea	12	\$	\$
16	2x12x16 Joists & Posts	ea	50	\$	\$
17	2x12x10 Joists & Posts	ea	18	\$	\$
18	2x12x8 Joists & Posts	ea	7	\$	\$
19	2x10x14 Joists & Posts	ea	66	\$	\$
20	2x10x12 Joists & Posts	ea	2	\$	\$
21	2x10x10 Joists & Posts	ea	20	\$	\$
22	2x10x8 Joists & Posts	ea	14	\$	\$
23	6x6x10 Joists & Posts	ea	68	\$	\$
24	ABU66Z (10) Joists & Posts	ea	68	\$	\$
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$	\$
26	LUS210Z (50)	ea	244	\$	\$
27	LUS210-2Z (25)	ea	24	\$	\$
28	2x12x16 Beams & Roof	ea	4	\$	\$
29	2x12x10 Beams & Roof	ea	24	\$	\$
30	2x12x8 Beams & Roof	ea	17	\$	\$
31	2x12x12 Beams & Roof	ea	2	\$	\$
32	2x12x18 Beams & Roof	ea	90	\$	\$
33	2x10x16 Beams & Roof	ea	24	\$	\$
34	2x10x24 Beams & Roof	ea	6	\$	\$
35	2x10x20 Beams & Roof	ea	2	\$	\$
36	2x10x10 Beams & Roof	ea	3	\$	\$
37	2x10x8 Beams & Roof	ea	4	\$	\$
38	2x6x24 Beams & Roof	ea	2	\$	\$
39	2x8x16 Beams & Roof	ea	2	\$	\$
40	2x8x12 Beams & Roof	ea	2	\$	\$
41	2x8x10 Beams & Roof	ea	2	\$	\$
42	2x8x8 Beams & Roof	ea	1	\$	\$
43	2x10 slope hanger	ea	60	\$	\$
44	2x10 slope skew right	ea	24	\$	\$
45	2x10 slope skew left	ea	24	\$	\$
46	Simpson HUC210 (25)	ea	2	\$	\$
47	Simpson H2.5A (100)	ea	200	\$	\$
48	7/16x4x8 OSB	ea	100	\$	\$
49	PSCA 7/16 (250)	ea	1000	\$	\$
50	High Temp Ice and Water	ea	16	\$	\$
51	5/4x6x16 STD TR Decking	ea	355	\$	\$
52	Wood Railing	LF	385	\$	\$
53	2x12 Stringers	ea	10	\$	\$
54	24" Standing Seam Metal Roof	sq	26	\$	\$
55	Metal Drip	LF	240	\$	\$
56	Metal Flashing	LF	140	\$	\$
57	Horizontal Hardie Board Siding	SF	40	\$	\$
58	Column Top & Bottom Trim	LF	24	\$	\$
59	Decorative Vinyl Shutter Sets	ea	3	\$	\$
60	Vinyl Lattice	SF	342	\$	\$

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61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1		
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1		
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$
64	Install Ceiling Mounted Light	ea	13	\$	\$
65	Install Wall Mounted Light	ea	4	\$	\$
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$	\$
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$	\$
68	Install ceiling fan mounted with light	ea	4	\$	\$
69	2-Year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-Up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
Total of All Unit Price Bid Items					\$

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

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

**Buyer's Contingency Allowance:** \$10,000.00 \_\_\_\_\_  
(Numerals)

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

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

**Addendum Receipt:**

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

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

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

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

**Bidder's DUNS Number:** \_\_\_\_\_

**Bidder's FEIN Number:** \_\_\_\_\_

**Bidder's License Information:**

Bidder's License Type: \_\_\_\_\_

Bidder's License Category (if any): \_\_\_\_\_

Bidder's License Special Qualification (if any): \_\_\_\_\_

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

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

License Name/Organization: \_\_\_\_\_

**Bidder's Utility Sub-Contractor License Information:**

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

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

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

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

Utility Sub-Contractor's License State: \_\_\_\_\_

License Name/Organization: \_\_\_\_\_

**MBE/WBE Utilization:**

Total MBE/WBE percent utilization on this project: \_\_\_\_\_ %

Total local preference percent utilization on this project: \_\_\_\_\_ %

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

	Prime	Sub	Supplier	MBE WBE	Local
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**Unauthorized Alien Statement:**

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

**List of Major Sub Contractors:**

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

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

The Bidder expressly agrees that:

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

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

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

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

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

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

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

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

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

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

*[Reminder of this page intentionally left blank]*

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This Bid is offered by:

Bidder:

\_\_\_\_\_ *(typed or printed name of organization)*

By: \_\_\_\_\_ *(individual's signature)*

Date: \_\_\_\_\_ *(date signed)*

Name: \_\_\_\_\_ *(typed or printed)*

Title: \_\_\_\_\_ *(typed or printed)*

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

Attest: \_\_\_\_\_ *(individual's signature)*

Title: \_\_\_\_\_ *(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_ *(typed or printed)*

Title: \_\_\_\_\_ *(typed or printed)*

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

Phone: \_\_\_\_\_

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

License No.: \_\_\_\_\_

Classification: \_\_\_\_\_

Limitation: \_\_\_\_\_



**SECTION 00400  
BID BOND**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

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

\_\_\_\_\_ as Principal, and

\_\_\_\_\_, as Surety,

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

**The condition of this obligation is such**, that whereas the principal has submitted the accompanying bid, dated \_\_\_\_\_, 202\_\_, for:

**NEPTUNE BEACH SENIOR ACTIVITY CENTER  
PORCH AND EXTERIOR FINISHES  
CONB BID NO. 2022-03  
CITY OF NEPTUNE BEACH, FLORIDA**

**NOW, THEREFORE:**

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

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this \_\_\_ day of \_\_\_\_\_, 202\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**00400-1**

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

WITNESSES:

PRINCIPAL:

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

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

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

\_\_\_\_\_  
Title

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

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

WITNESSES:

SURETY:

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

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

\_\_\_\_\_  
Attorney-in-Fact (Affix  
Seal) Business Address

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

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

**00400-2**

**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 \_\_\_\_\_, 202\_\_.

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

(Attach Power of Attorney  
to original Bid Bond)

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

State of Florida at Large (Seal)

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

**END OF SECTION  
00400-3**

**SECTION 00420**  
**SWORN STATEMENTS, ACKNOWLEDGEMENTS, AND AFFIDAVITS**

**1. NON-COLLUSION AFFIDAVIT**

State of Florida

County of Duval

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

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

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification. \_\_\_\_\_

Notary Public

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

(Affix Seal)

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

**00420-1**

**2. Certification Regarding Lobbying**

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

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

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

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

The Contractor, \_\_\_\_\_, certified or affirms the truthfulness and accuracy of each statement of its certifications and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

\_\_\_\_\_

\_\_\_\_\_

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

**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 \_\_\_\_\_, 202\_\_, 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

**00420-4**

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

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

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

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

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

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

**00420-5**



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

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification. \_\_\_\_\_

Notary Public

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

(Affix Seal)

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

**SPACE INTENTIONALLY LEFT BLANK**

**5. Drug-Free Workplace Form**

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

\_\_\_\_\_ does:

(Name of Business)

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

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

\_\_\_\_\_

Proposer’s Signature

\_\_\_\_\_

Date

**END OF SECTION**

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Visit [www.irs.gov/identityTheft](http://www.irs.gov/identityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



**SECTION 00440**

**BONDING CAPACITY CERTIFICATION LETTER**

**OWNER:**

City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266  
904-270-2400

**BIDDER:**

Firm Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

This letter serves as a certified statement that the Surety Company’s authorized bonding Capacity for the referenced Bidder will not be exceeded by the inclusion of Bidder’s Submitted Bid for Neptune Beach Senior Activity Center Porch and Exterior Finishes.

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

\$ \_\_\_\_\_ each occurrence

\$ \_\_\_\_\_ aggregate

Percentage of bonding capacity expended with inclusion of this Bid \_\_\_\_\_%

Bidder’s Bonding Rate \_\_\_\_\_%

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

\$ \_\_\_\_\_

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

A.M. Best Rating: \_\_\_\_\_

Financial Size Category: \_\_\_\_\_

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

**SURETY COMPANY**

Surety Company Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

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

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

(name of individual signing)

My commission expires:

\_\_\_\_\_

NOTARY PUBLIC

END OF SECTION

**00440-1**

**SECTION 450**  
**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
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Employers Liability	Bodily Injury	\$_____	Each Accident
	Disease	\$_____	Each Person
	Disease	\$_____	Policy Limit

Comprehensive Auto Liability	Combined Single Limit BI/PD	\$_____	Each Accident
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**SECTION 460**  
**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 Neptune Beach Senior Activity Center Porch and Exterior Finishes, CITY OF NEPTUNE BEACH, FLOIRDA, CONB BID NO. 2022-03, 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 00500

### PROCUREMENT AGREEMENT

This Procurement Agreement is by and between **The City of Neptune Beach** (“Buyer”) and \_\_\_\_\_ (“Seller”).

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

Buyer and Seller hereby agree as follows:

#### ARTICLE 1—PROCUREMENT CONTRACT

##### 1.01 Goods and Special Services

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

Providing all required bonds; insurance; permitting; mobilization; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bonds; and demobilization required to accomplish the construction of the porch, exterior finishes and swale system for the Neptune Beach Senior Activity Center.

##### 1.02 The Project

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: CONB Bid No. 2022-03 Neptune Beach Senior Activity Center Porch and Exterior Finishes.

##### 1.03 Point of Destination

- A. The Point of Destination is designated as: 2000 Forest Ave. 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, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract as stated in the Procurement Documents, are of the essence of the Procurement Contract.

##### 2.02 Schedule of Procurement Contract Times

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

<b>Milestone</b>	<b>Days</b>	<b>Notes</b>
Deliver acceptable Goods to Point of Destination	30	

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

<b>Milestone</b>	<b>Date</b>	<b>Notes</b>
The Work will be substantially completed, can be utilized for the purposes for which it is intended, and ready for final inspection no later than:	December 30, 2022	The City has a grant award that drives the substantial completion date.
The Work will be completed and ready for final payment no later than:	February 1, 2023	The City has a grant award that guides this final date.

### 2.03 Shop Drawings and Samples

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

### 2.04 Liquidated Damages

Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Work is not completed within the times specified within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) \$300 for each day that expires after the time specified in Paragraph 2.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Buyer, Seller shall pay Buyer \$100 for each day that expires after the time specified in Paragraph 2.02 for completion and readiness for final payment until the Work is completed and ready for final payment.



**ARTICLE 3—PROCUREMENT CONTRACT PRICE**

*3.01 Procurement Contract Price and Total Price*

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

<b>Unit Price Goods and Special Services</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>
1	Mobilization & Demobilization (3% Max)	LSum.	1	\$	\$
2	Bonds and Insurance	LSum.	1	\$	\$
3	General Conditions including: shop drawings, temporary toilets, dumpsters, shipping, temporary erosion controls, construction layout and staking, permits, etc.	LSUM.	1	\$	\$
4	16x16x12 Type "A" Foundations	LSUM	34	\$	\$
5	16x24x12 Type "B" Foundations	LSUM	4	\$	\$
6	16x20x12 Type "C" Foundations	LSUM	26	\$	\$
7	24x24x12 Type "D" Foundations	LSUM	3	\$	\$
8	8x8x12 CMU Pier (5 ea. Per pier)	ea	130	\$	\$
9	8x12x12 CMU Pier (5 ea. Per Pier)	ea	15	\$	\$
10	10" #5 Rebar	ea	240	\$	\$
11	18" #5 Rebar	ea	28	\$	\$
12	48" #5 L-Bar (rebar)	ea	58	\$	\$

13	Concrete	CY	5.25	\$	\$
14	2x12x20 Joists & Posts	ea	10	\$	\$
15	2x12x18 Joists & Posts	ea	12	\$	\$
16	2x12x16 Joists & Posts	ea	50	\$	\$
17	2x12x10 Joists & Posts	ea	18	\$	\$
18	2x12x8 Joists & Posts	ea	7	\$	\$
19	2x10x14 Joists & Posts	ea	66	\$	\$
20	2x10x12 Joists & Posts	ea	2	\$	\$
21	2x10x10 Joists & Posts	ea	20	\$	\$
22	2x10x8 Joists & Posts	ea	14	\$	\$
23	6x6x10 Joists & Posts	ea	68	\$	\$
24	ABU66Z (10) Joists & Posts	ea	68	\$	\$
25	WA62600 5/8x6" (20) Joists & Posts	ea	68	\$	\$
26	LUS210Z (50)	ea	244	\$	\$
27	LUS210-2Z (25)	ea	24	\$	\$
28	2x12x16 Beams & Roof	ea	4	\$	\$
29	2x12x10 Beams & Roof	ea	24	\$	\$
30	2x12x8 Beams & Roof	ea	17	\$	\$
31	2x12x12 Beams & Roof	ea	2	\$	\$
32	2x12x18 Beams & Roof	ea	90	\$	\$
33	2x10x16 Beams & Roof	ea	24	\$	\$
34	2x10x24 Beams & Roof	ea	6	\$	\$
35	2x10x20 Beams & Roof	ea	2	\$	\$
36	2x10x10 Beams & Roof	ea	3	\$	\$

37	2x10x8 Beams & Roof	ea	4	\$	\$
38	2x6x24 Beams & Roof	ea	2	\$	\$
39	2x8x16 Beams & Roof	ea	2	\$	\$
40	2x8x12 Beams & Roof	ea	2	\$	\$
41	2x8x10 Beams & Roof	ea	2	\$	\$
42	2x8x8 Beams & Roof	ea	1	\$	\$
43	2x10 slope hanger	ea	60	\$	\$
44	2x10 slope skew right	ea	24	\$	\$
45	2x10 slope skew left	ea	24	\$	\$
46	Simpson HUC210 (25)	ea	2	\$	\$
47	Simpson H2.5A (100)	ea	200	\$	\$
48	7/16x4x8 OSB	ea	100	\$	\$
49	PSCA 7/16 (250)	ea	1000	\$	\$
50	High Temp Ice and Water	ea	16	\$	\$
51	5/4x6x16 STD TR Decking	ea	355	\$	\$
52	Wood Railing	LF	385	\$	\$
53	2x12 Stringers	ea	10	\$	\$
54	24" Standing Seam Metal Roof	sq	26	\$	\$
55	Metal Drip	LF	240	\$	\$
56	Metal Flashing	LF	140	\$	\$
57	Horizontal Hardie Board Siding	SF	40	\$	\$
58	Column Top & Bottom Trim	LF	24	\$	\$
59	Decorative Vinyl Shutter Sets	ea	3	\$	\$
60	Vinyl Lattice	SF	342	\$	\$

61	Furnish all equipment, materials, and Labor to Complete Porch, Roof, ADA Ramps, and stairs	LSUM	1		
62	Furnish all equipment, materials and labor to complete Dry Swale	LSUM	1		
63	Furnish all equipment, materials, and labor to tie in existing roof drainage system to proposed swale with positive drainage	LSUM	1	\$	\$
64	Install Ceiling Mounted Light	ea	13	\$	\$
65	Install Wall Mounted Light	ea	4	\$	\$
66	Install Wall Mounted GFI, WP 120v Duplex Receptacle 12" Aff. U.N.O.	ea	5	\$	\$
67	Install wall mounted exterior switch 48" Aff U.N.O.	ea	8	\$	\$
68	Install ceiling fan mounted with light	ea	4	\$	\$
69	2-year Warranty Bond	LSUM	1	\$	\$
70	Site Restoration & Final Clean-up	LSUM	1	\$	\$
71	Disposal and Disposal Fees	LSUM	1	\$	\$
Total of All Unit Price Bid Items					\$

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement

Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.

3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
  4. The Buyer will determine the actual quantities and classifications of unit price items furnished by Seller. The Buyer will review with Seller the preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). The Buyer's written decision will be final and binding upon Buyer and Seller (except as modified by Buyer Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
  5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.
- B. Buyer's Contingency Allowance is stipulated as \$10,000. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- C. The Total Price is \$ TBD. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

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

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

### ARTICLE 4—PAYMENT PROCEDURES

#### 4.01 Submittal and Processing of Applications for Payment

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

#### 4.02 Progress Payments; Final Payment

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

- B. Buyer shall pay Seller the amount owed under an Application for Payment in accordance with Florida 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 Documents.

**ARTICLE 6—PROCUREMENT DOCUMENTS**

6.01 *List of Procurement Documents*

- A. The Procurement Documents consist of the following:
  - 1. This Procurement Agreement
  - 2. General Conditions of the Procurement Contract (Section 00700 pages 1 to 39, inclusive)
  - 3. Supplementary Conditions of the Procurement Contract (Section 00800 pages 1 to 5, inclusive)
  - 4. Procurement Specifications as listed in the Procurement Specifications table of contents
  - 5. Procurement Drawings:
    - a. Bearing the following title: New Porch Neptune Beach Community Center, A1 to A8 (8 pages), inclusive
    - b. Bearing the following title: Neptune Beach Senior Activity Center, pages 1 to L5.2 (20 pages), inclusive
  - 6. Buyer supplied permits:
    - a. SJRWMD
  - 7. Addenda Numbers (numbers to , inclusive)
  - 8. Public Construction Performance and Payment bond, together with power of attorney (Section 00600 pages 1 to 3, inclusive)
  - 9. Exhibits to this Procurement Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

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

**ARTICLE 7—SELLER’S REPRESENTATIONS AND CERTIFICATIONS**

*7.01 Seller’s Representations*

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

6. The Procurement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Documents.

#### *7.02 Seller's Certifications*

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

### **ARTICLE 8—OTHER PROVISIONS**

#### *8.01 Waiver*

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

#### *8.02 Unauthorized Aliens*

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





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

The Effective Date of the Procurement Contract is on \_\_\_\_\_ 20\_\_\_\_ (which is the Effective Date of the Agreement).

Buyer	Seller
_____	_____
<i>Buyer of Neptune Beach</i>	<i>(typed or printed name of organization)</i>
By: _____	By: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Date: _____	Date: _____
<i>(date signed)</i>	<i>(date signed)</i>
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
<b>City Manager</b> <i>(typed or printed)</i>	<i>(typed or printed)</i>
	<i>(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i>
Attest: _____	Attest: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Address for giving notices:	Address for giving notices:
2010 Forest Ave.	_____
Neptune Beach, FL 32266	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
<b>Public Works Director</b> <i>(typed or printed)</i>	<i>(typed or printed)</i>
Address: _____	Address: _____
<b>2010 Forest Ave.</b>	_____
Neptune Beach, FL 32266	_____
_____	_____
Phone: _____	Phone: _____
<b>904-270-2423</b>	_____
Email: _____	Email: _____

**SECTION 00600**

**Public Construction Performance and Payment Bond**

STATE OF FLORIDA                    )  
  )  
SS. COUNTY OF DUVAL                )

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

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated \_\_\_\_\_, 202\_\_, between Principal and Owner for construction of Neptune Beach Senior Activity Center Porch and Exterior Finishes \_\_\_\_\_, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

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

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

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

**00600-1**

rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

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

Dated On: \_\_\_\_\_

Principal's Address:

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

Surety's Address:

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

Project Description and Location:

Neptune Beach Senior Activity Center – Porch and Exterior Finishes  
2000 Forest Ave.  
Neptune Beach, Fl. 32266  
City of Neptune Beach  
Bid. No. 2022-03

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

**00600-2**

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

**00600-3**

**SECTION 00640**  
**APPLICATION AND CERTIFICATION FOR PAYMENT**

<b>Owner:</b> <u>City of Neptune Beach</u>	<b>Owner's Project No.:</b> <u>CONB Bid No. 2022-03</u>
<b>Engineer:</b> _____	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Neptune Beach Senior Activity Center – Porch and Exterior Finishes</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> _____	<b>Application Date:</b> _____
<b>Application Period:</b> <b>From:</b> _____ <b>To:</b> _____	

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

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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

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

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

**00640-1**



Section 00650

Request for Information (RFI)

Project: Neptune Beach Senior Activity Center

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

Porch and Exterior Finishes

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

Owner: City of Neptune Beach

Project No.: CONB Bid No. 2022-03

Project Manager: \_\_\_\_\_

Engineer: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Manager: \_\_\_\_\_

To: \_\_\_\_\_  
From: \_\_\_\_\_

Contract document reference(s): \_\_\_\_\_

Description of RFI:       Information       Clarification       Interpretation

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

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

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

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

Signature

To: \_\_\_\_\_  
From: \_\_\_\_\_

Response to RFI:       Information       Clarification       Interpretation

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

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

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

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

Signature

CC: \_\_\_\_\_

00650-1



SECTION 00660

Change Order Request Form

Project: Neptune Beach Senior Activity Center

Project No.: CONB Bid No. 2022-03

Porch and Exterior Finishes

Change Order No.:

Change in Contract Times

(Days)

(Days)

Table with 3 columns: Description, Substantial Completion (Days), and Ready for Final Payment (Days). Rows include Original Contract time, Increased/Decreased from previous C.O., Contract time prior to this C.O., Increase/Decrease in time on this C.O., and Contract time with all approved C.O.s.

Change in Contract Price

Table with 2 columns: Description and Price. Rows include Original Contract Price, Increased/Decreased from previously approved C.O., Increase/Decrease in Contract price this C.O., and Contract price with all approved C.O.s.

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

Seller Name and Title

00660-1

**SECTION 00660**

**Change Order Request Form**

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

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

*Note: attached supporting documentation*

RFI No. initiating the change: \_\_\_\_\_

Description: \_\_\_\_\_

Justification for the request: \_\_\_\_\_

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

Seller's Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**SECTION 00800  
GENERAL CONDITIONS**

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

**STANDARD GENERAL CONDITIONS  
OF THE PROCUREMENT CONTRACT**



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# STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

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## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

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



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

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

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

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

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

## 1.02 Terminology

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

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

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

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

### 2.02 Copies of Documents

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

## 2.03 Electronic Transmittals

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

## 2.04 Preliminary Schedules

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

## 2.05 Preliminary Conference

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

## 2.06 Safety

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

## ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

### 3.01 Intent

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

### 3.02 Reference Standards

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

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

### 3.03 Reporting and Resolving Discrepancies

#### A. *Reporting Discrepancies*

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

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

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

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

#### A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.

#### B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or

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

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

### 3.05 Reuse of Documents

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

## ARTICLE 4—COMMENCEMENT AND SCHEDULE

### 4.01 Commencement of Procurement Contract Times

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

### 4.02 Continuing Performance

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

### 4.03 Adjustments to Progress Schedule

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



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

#### 4.04 Delays

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

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

## **ARTICLE 5—BONDS AND INSURANCE**

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

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

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

#### 5.02 Insurance

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

#### 5.03 Surety or Insurance Companies

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

### **ARTICLE 6—LICENSES AND FEES**

#### 6.01 Intellectual Property and License Fees

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

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

#### 6.02 Seller's Infringement

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

#### 6.03 Buyer's Infringement

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

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

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

### **7.01 Performance of Obligations**

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

### **7.02 Labor, Materials and Equipment**

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

### **7.03 Laws and Regulations**

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

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

#### 7.04 “Or Equals”

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

#### 7.05 Taxes

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

#### 7.06 Submittals

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

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

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

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



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

E. *Submittals Other than Shop Drawings and Samples*

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

7.07 Indemnification

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

7.08 Concerning Subcontractors and Suppliers

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

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

## **ARTICLE 8—SHIPPING AND DELIVERY**

### **8.01 Shipping**

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

### **8.02 Delivery**

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

### **8.03 Risk of Loss**

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

## **ARTICLE 9—BUYER'S RIGHTS**

### **9.01 Seller's Warranties and Guarantees**

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

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

## 9.02 Inspections and Testing

### A. *General Provisions*

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

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

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

**B. *Visual Inspection on Delivery***

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

**C. *Final Inspection***

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

**9.03 Non-Conforming Goods and Special Services**

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

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

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

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

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

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

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

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

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

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

#### 9.04 Correction Period

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

### ARTICLE 10—ENGINEER'S STATUS

#### 10.01 Engineer's Role Defined

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

#### 10.02 Duties and Responsibilities; Authority; Limitations

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

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

## **ARTICLE 11—CHANGES**

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

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

### **11.02 Change Orders**

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

### **11.03 Change Directives**

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

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

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

#### 11.04 Field Orders

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

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

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

#### 11.06 Buyer's Contingency Allowance

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



#### 11.07 Unauthorized Changes in the Goods and Special Services

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

#### 11.08 Change of Procurement Contract Price

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

#### 11.09 Change of Procurement Contract Times

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

#### 11.10 Notification to Surety

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

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

#### 12.01 Claims

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

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

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

#### 12.02 Dispute Resolution Method

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

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

## **ARTICLE 13—PAYMENT**

### 13.01 Applications for Progress Payments

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

### 13.02 Review of Applications for Progress Payments

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

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

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

### 13.03 Basis and Amount of Progress Payments

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

### 13.04 Suspension of or Reduction in Payment

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

- j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

#### 13.05 Final Payment

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

#### 13.06 Waiver of Claims

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

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

### 14.01 Cancellation

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
  - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
  - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

### 14.02 Suspension of Performance by Buyer

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

### 14.03 Suspension of Performance by Seller

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

### 14.04 Breach and Termination

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

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

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

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

## **ARTICLE 15—MISCELLANEOUS**

### **15.01 Giving Notice**

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

### **15.02 Controlling Law**

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

### **15.03 Computation of Time**

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

### **15.04 Cumulative Remedies**

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



15.05 Survival of Obligations

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

15.06 Entire Agreement

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

15.07 No Waiver

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

15.08 Headings

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

15.09 Successors and Assigns

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

**END OF SECTION**

**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS TO**  
**THE GENERAL CONDITIONS**

The following supplements modify, change from or add to the General Conditions of the Construction Contract, SECTION 600 – General Conditions. Where any article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

13. Engineer: Delete Paragraph in its entirety and replace with the following:

Engineer – the Architect, Engineer, or Project Manager individual or entity designated as such named in the Agreement.

Add the following new Defined Terms:

41. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

42. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

43. Proprietary Item - As used in the Contract Documents, includes goods, equipment, or materials integrated into the operations; considered strategic; requires compatibility with existing goods, equipment, or materials; or which could not be replaced or incorporated without substantial expenditures and the Seller shall include the specific item specified from the manufacturer or supplier indicated.

44. Substantial Completion—As used in the Contract Documents, includes the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

**ARTICLE 2 – PRELIMINARY MATTERS**

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

**ARTICLE 3 – PROCUMENT CONTRACT DOCUMENTS**

**00800-1**

3.01.G Add the following Paragraph 3.01G: “The Seller shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER.”

3.02.C. Add the following new paragraph to paragraph 3.02.C:

“C. Sections of Division Zero and One - General Requirements govern the execution of all sections of the Specifications.”

#### ARTICLE 4 – COMMENCEMENT AND SCHEDULE

4.01.A Delete Paragraph 4.01.A in its entirety and replace with the following:

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Procurement Contract or such other date as may be established therein.”

4.01B Add the following new paragraphs after paragraph 4.01A:

“B The Seller shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

“C. By executing the Contract, Seller represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.”

“D. Notice of Commencement: Prior to starting construction, the Seller shall record a Notice of Commencement in the Duval County Clerk’s office and forthwith post either a certified copy thereof or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof at the job site.

1. The Seller shall submit a copy of the Notice of Commencement to the Buyer and Engineer for review.
2. The Notice of Commencement shall comply with the requirements of Chapter 713.13 Florida Statutes.
3. The Notice of Commencement shall reference that the Seller has furnished a Payment Bond for the improvement of real property and the OWNER will look to the Seller’s Payment Bond for protection on the work in accordance with Chapter 713.23 Florida Statutes.”

#### ARTICLE 5 – BOND AND INSURANCE:

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

“B. The Seller shall provide a two (2) year warranty bond, after the date of Final Completion, for the full and faithful performance and workmanship of the project for any Work that is found to be

defective, or if the repair of any damages to the land or areas made available for Seller's use by Buyer or permitted by Laws and Regulations as contemplated."

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

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

<b><u>Insurance:</u></b>	<b><u>Minimum Limits:</u></b>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Aggregate	\$2,000,000.00
Builder Risk/ Installation Floater	Full Replacement
Umbrella	\$1,000,000.00
Automobile (hired & non-owned	\$1,000,000.00
vehicles)	\$1,000,000.00 (if applicable)
Automobile (owned)	Statutory limits in compliance with
Workers Compensation	State and Federal Laws.

The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Buyer. Such insurance shall be written by an insurer with an A.M. Best Rating of A-X or better. **Note: The City of Neptune Beach shall be listed as a named insurance certificate holder by the successful Bidder prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance)."

"I. In addition to the insurance required to be provided by Seller, the Seller may purchase and maintain at Seller's expense Seller's own liability insurance as will protect Buyer against claims which may arise from operations under the Contract Documents including ensuing loss provision that includes faulty design, faulty materials, faulty workmanship or mechanical breakdown for the full replacement cost of the project."

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“F. The Seller shall purchase and maintain property insurance upon the Work at the Site in the amount of the Total Project Cost thereof, including soft costs. Any exclusions or provisions in the insurance maintained by the Seller that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract. The Seller’s insurance coverage shall be primary insurance as respects to the Buyer for all applicable policies. The coverages, limits and/or endorsements required herein protect the primary interests of the Buyer, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Seller against any loss exposures, whether as a result of this Agreement or otherwise. This property insurance shall:

1. include the interests of Buyer, Seller, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured. The Seller’s insurance coverage shall be primary insurance as respects to the Buyer, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Buyer, its officials, employees, or volunteers shall be excess of the Seller’s insurance and shall be non-contributory.;
2. for the installation of property and/or equipment be written on a Builder’s Risk All Risk, Special Risk, or Special Causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, property, temporary buildings, temporary structures, temporary works, falsework, underground works, site work, paving, machinery, foundations, pipework, site preparation, excavations, equipment breakdown for cold testing, hot testing, waiver of occupancy clause endorsement, materials and equipment in transit and shall insure against at least the following perils or causes 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 Seller’s care, custody or control intended for installation at the Work site including transit to and from the Work site, awaiting and during installation, equipment breakdown for cold testing and hot testing such as: plumbing, HVAC, underground works, electrical systems, machinery, equipment, flooring, roofing, site piping, well casings, pumps, motors, meters, instrumentation and controls, windows, doors, generators, fixtures, hatches, lights, fencing, railings, ladders, walkways, instruments of transit, moveable goods, etc. The Installation Floater shall cover losses caused by: fire; lightning extended coverage; theft; explosion; vandalism and malicious mischief; flood with no coinsurance clause; rising water; hurricane, tornado, and windstorm with no coinsurance clause; water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. The policy shall contain no coinsurance clauses and note the individual coverages.

4. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
5. cover property, supplies, materials and equipment stored at the Site or at another location in Seller's care, custody or control including transit to and from the Work site;
6. allow for partial utilization of the Work by Buyer and include a waiver of occupancy clause endorsement;
7. include testing and startup including equipment breakdown for cold testing and hot testing;
8. be maintained in effect until final payment is made unless otherwise agreed to in writing by Buyer, Seller and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

"G. The Seller has the sole responsibility for all insurance premiums or self-insured retention and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Buyer as an Additional Insured shall be at the Seller's expense."

#### ARTICLE 7 – SELLER'S RESPONSIBILITIES

7.09 Add the following new paragraph after 7.08:

"7.09. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

1. One dollar (\$1.00) in hand paid by Buyer, Engineer, and Engineer's employees to Seller, receipt whereof is hereby acknowledged and the adequacy of which the Seller accepts as completely fulfilling the obligations of Buyer, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of Buyer and Seller into the construction contract because, but for the Seller's promises as contained in the General Conditions, Buyer would not have entered into the construction contract with Seller."

#### Article 11 – Changes

11.08.C add the following new paragraphs after 11.08B.3.:

"C. Where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price.

- A. Where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum which may include a reasonable allowance for overhead and profit"

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**SECTION 00900**

**ADDENDA AND MODIFICATIONS**

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

**00900-1**

## SECTION 01010

### SUMMARY OF WORK

#### PART 1 – GENERAL

1.1 Location of Work: Neptune Beach Senior Activity Center  
2000 Forest Ave.  
Neptune Beach, FL. 32266

1.2 Description of Work: The Work consists of all necessary permits, labor, equipment, materials, and incidentals necessary for a functional and complete system ready for intended use. Work includes, but is not necessarily limited to, all the items described in the Contract Documents, and generally described as the following:

Providing all required bonds; insurance; mobilization; permitting; preconstruction site photographs and videos; temporary facilities; maintenance of traffic; site restoration, and site clean-up; removal and disposal of all associated construction debris; as-built surveys; permit close-outs; warranties; warranty bond; and demobilization required to accomplish the construction of a porch, exterior finishes and a swale system at the Neptune Beach Senior Activity Center.

All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, ordinances and the Contract Documents.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

- A. All labor, materials, and equipment.
- B. Tools, construction equipment, and machinery.
- C. Utilities required for construction.
- D. Temporary portable bathrooms, temporary utilities, dumpsters, construction and demolition debris removal, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.
- E. All legally required sales, consumer, and use taxes.
- F. All applicable permits, government fees, and licenses.



- G. Survey services for construction layout and record drawings.
  - H. All required testing and clearances for placing into service.
- 1.4 Contractor Shall Also Be Required to Perform the Following:
- A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.
  - B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.
  - C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
  - D. Provide and submit a Construction Work Plan and Quality Control Plan to the Owner.
- 1.5 Work Sequence:
- A. Coordinate with Owner.
  - B. Contractors construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.
  - C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.
- 1.6 Contractors Use of the Premises:
- A. Do not unreasonably encumber sites with materials or equipment.
  - B. Assume full responsibility for protection and safekeeping of products stored on premises.
  - C. Move any stored products interfering with the Owner's operations.

END OF SECTION

## SECTION 01027

### APPLICATIONS FOR PAYMENT

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

##### 1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - a. Contractor's Construction Schedule.
  - b. Contractor's Spend Down Schedule
  - c. Application for Payment forms, including Continuation Sheets.
  - d. List of subcontractors.
  - e. Schedule of allowances.
  - f. Schedule of alternates.
  - g. List of products.
  - h. List of principal suppliers and fabricators.
  - i. Schedule of submittals.
2. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project information on the Schedule of Values:
  - a. Project name and location

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- b. Name of the Engineer
  - c. Project number
  - d. Contractor's name and address
  - e. Date of submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division
    - b. Description of Work
    - c. Name of subcontractor
    - d. Name of manufacturer or fabricator
    - e. Name of supplier
    - f. Change Orders (numbers) that affect value
    - g. Dollar value of both labor and materials
  3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
  4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
  6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
  8. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules and Drawdown Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

### 1.3 APPLICATIONS FOR PAYMENT

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- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.
  - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers for such items.
  - 3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Schedule of unit prices.
  7. Submittal Schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from governing authorities for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction meeting.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
  16. Data needed to acquire the Owner's insurance.
  17. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:
  - a. Occupancy permits and similar approvals.
  - b. Warranties (guarantees) and maintenance agreements.
  - c. Test/adjust/balance records.
  - d. Maintenance instructions.
  - e. Meter readings.
  - f. Startup performance reports.
  - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
  - h. Final cleaning.
  - i. Application for reduction of retainage and consent of surety.
  - j. Advice on shifting insurance coverages.
  - k. Final progress photographs.
  - l. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.
  
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
  1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Ensure that unsettled claims will be settled.
  4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
  5. Transmittal of required Project construction records to the Owner.
  6. Certified property survey.
  7. Proof that taxes, fees, and similar obligations were paid.
  8. Removal of temporary facilities and services.
  9. Removal of surplus materials, rubbish, and similar elements.
  10. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

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PART 3 - EXECUTION (Not Applicable)

END OF SECTION

## SECTION 01060

### REGULATORY REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

##### 1.2 Specified Codes:

- A. All materials, methods of construction, and standards must be in accordance with Federal, State and City laws, rules, standards, specifications, and ordinances.
- B. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

##### 1.3 Reference Standards:

- A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
- B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

##### 1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

- A. The Contractor shall comply with the conditions of the permit granted by SJRWMD and shall be responsible for installing, testing, and submitting any required regulatory compliance documents including permit close-out documents to achieve clearance under the permit, where applicable.
- B. The Contractor shall secure any and all permits required by the Building Department for all work included for this project.
- C. The Contractor shall secure any Rights-of-way permits required for all work included for this project.
- D. The Contractor shall secure any permit required for temporary or permanent electrical service by the Beaches Energy.
- E. The Contractor shall secure any noticed general construction permits or NPDES permits for land disturbing activities or dewatering activities and submit any required regulatory compliance documents, SWPPP, permit close-out documents, and notices of termination.



## SECTION 01300

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.1 Section Includes

- A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:
  - 1. Contractor's construction schedule and work plan such as the Critical Path Method (CPM)
  - 2. Shop Drawings.
  - 3. Product Data.
  - 4. Samples.
  - 5. Quality assurance submittals.

##### 1.2 Definitions

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

##### 1.3 Submittal Procedures

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
  3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow 15 working days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow 15 working days for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of the Engineer.
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor without Contractor's review and approval markings and the action taken.

- D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

#### 1.4 Contractor's Construction Schedule

- A. Bar-Chart Schedule and Spend Down Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule and spend down schedule. Submit within 20 days after the date established for "Commencement of the Work."
  - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
  - 2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, spend down plan, and other schedules.
  - 3. Identify critical paths.
  - 4. Identify Milestone dates.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

#### 1.5 Shop Drawings

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
  2. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
  2. Identification of products and materials included by sheet and detail number.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
  6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Submittals: Submit one reproducible and two blue- or black line print; the reproducible will be returned.

#### 1.6 Product Data

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Engineer will retain one and will return the others marked with action taken and corrections or modifications required.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

## 1.7 Samples

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Engineer's sample. Include the following:
    - a. Specification Section number and reference.
    - b. Generic description of the Sample.
    - c. Sample source.
    - d. Product name or name of the manufacturer.
    - e. Compliance with recognized standards.
    - f. Availability and delivery time.
  2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Engineer will review and return preliminary submittals with the Engineer's notation, indicating selection and other action.
  4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

### 1.8 Quality Assurance Submittals

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."
- D. Contractor shall submit for approval a "Contractor Quality Control Plan" which shall contain, as a minimum, Contractor's quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.
  1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.
  2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

## 1.9 Engineer's Action

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.
- C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."
- D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

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## SECTION 01301

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 – GENERAL

##### 1.01 DEFINITIONS

- A. Decision/Action Tracking Report – A report prepared by the Seller recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the items, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Provide one (1) copy of the Decision/Action tracking report to all attendees and three (3) copies to Buyer within forty-eight (48) hours of the meetings.
- B. General Superintendent (Superintendent) – Is responsible for administration of the Seller’s Work and the coordination of the Work of the Seller, Subcontractors, and suppliers. The General Superintendent must be on-site at all times work is being performed. No Work may proceed on the site without the presence of the Superintendent or the Buyer-accepted Alternate. The Superintendent may not be absent from the project site for more than two (2) consecutive weeks and/or 20 total work days in the course of any 12-month period.
- C. Progress Reports - A daily report prepared by the Seller recording all actions, testing, daily activities, subcontractors, work progress, weather conditions, quality assurance, received materials and equipment, workforce, visitors, and decisions relating to the work performed on the project at the site.

##### 1.02 COORDINATION

- A. Seller must not delegate Seller’s responsibility for coordination of the Work to any Subcontractor.
- B. Seller must provide a General Superintendent whose sole responsibility is administration of the Seller’s Work at the site and the coordination of the Work of the Seller’s Subcontractors and suppliers.
- C. Seller must provide administrative and supervisory personnel as needed or required for times compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
- D. Seller must ensure that each Subcontractor provides personnel as reasonably required for the management and coordination of the Subcontractor’s Work and for the coordination of the Subcontractor’s Work with the Work of the entire Project.

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- E. Seller must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire project including but not limited to:
1. Coordinating all aspects of the Work as required to provide the Buyer with a complete and operable facility.
  2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire project.
  3. Provide coordination, locating, and notifications with all utilities within the Work area.
  4. If utility conflicts are identified or found, coordinate with the Utility Agency Owner to resolve in an effective and efficient manner.
  5. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
  6. Coordinating the Work included in different Sections of the Project that depend on each other for proper installation, connection, and operation.
  7. Coordinating the Work of all Subcontractors and suppliers.
  8. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.
  9. Coordinating Work, particularly between trades, including the work of Buyer and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly provided and installed as Work progresses.
  10. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown, specified, or as reasonably implied by the Contract Documents.
  11. Coordinating for future installation of work by others that is not included in the Seller's Work but is shown or specified in the Contract Documents.
  12. Coordinating delivery of materials in accordance with the Progress Schedule.
  13. Coordinating and cooperating in the timing and sequencing of Seller's Work with the work of other contractors or the Buyer.

**01301-2**

14. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installations.
15. Making adequate provisions to accommodate items scheduled for later installation by Seller, Buyer, or other contractors.
16. Checking the drawings of the Engineer, Buyer or other contractors for interferences with Seller's Work and promptly reporting to Buyer, in writing, any potential interferences between the Seller's Work and the work of Buyer or the work of other contractors.
17. Utilizing the Contract Documents and Buyer accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.
18. Furnishing to other contractors, whose work is fitted to Seller's Work, copies of accepted Submittals including but not limited to Record Documents, Coordination Drawings, details, and erection drawings; and furnishing other contractors with full information regarding the Fabrication, assembly, and installation of the Seller's Work.
19. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Buyer and separate contractors if coordination of their Work is required.

### 1.03 PRE-WORK VERIFICATION

#### A. Prior to starting a particular type or kind of Work:

1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed.
2. Check Buyer accepted Submittals and verify dimensions at Project Site;
3. Review manufacturer's instructions applicable to conditions under which Work is to be installed;
4. Inspect areas, surfaces or construction receiving the Work.

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5. Report to Buyer in writing any concerns, issues, or problems observed during Seller's Pre-Work verification.
6. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory conditions to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Buyer shall constitute an acceptance of the previously placed construction or substrates.

#### 1.04 ADMINISTRATIVE ACTIONS

A. Administrative actions include, but are not limited to, the following:

1. Project Meetings;
2. Preparation, update, and revision of Seller's Progress Schedule;
3. Delivery and review of Submittals. (See Section 01300, "Submittals")
4. Project closeout activities. (See Section 01701, "Project Closeout")
5. Coordinate timing of required administrative actions with construction activities and activities of Buyer and other contractors to avoid conflicts and ensure orderly progress of the Work.
6. Coordinate timing and format of mandatory submittal of daily Progress Reports (weekly/monthly) with the Buyer at the pre-construction meeting.

#### 1.05 CONSERVATION

- A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

#### 1.06 PROJECT MEETINGS

A. General

1. Seller must inform participants of date and time of each meeting and preside at all required meetings throughout progress of the Work unless otherwise directed by Buyer.
2. Seller must prepare agenda for all meetings and provide to all attendees prior to the meetings.

3. Seller must attend all meetings as required by the Contract Documents.
4. Seller must attend and/or conduct all additional meetings as Directed by the Buyer's Project Manager.
5. Seller must conduct meetings and conferences at the Project Site in the Seller's on-site, temporary job trailer, unless otherwise indicated or required by Buyer.
6. Seller must prepare and distribute meeting minutes as required.
7. Whether or not Seller is responsible for the meeting minutes, Seller must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking report.

B. Preconstruction Conference

1. The Buyer's Project Manager will schedule and conduct a Preconstruction Conference.
2. The Preconstruction Conference will be held at the Buyer's office, Project Site or another convenient location designated by Buyer's Project Manager.
3. Participants:
  - a. Buyer's Project Manager
  - b. Buyer's Project Inspector
  - c. Engineer of Record
  - d. Seller's Authorized Representative (Mandatory Attendance Required)
  - e. Seller's QC Manager (Mandatory Attendance Required) (See Section 01400)
  - f. Major Subcontractors (Mandatory Attendance Required)
  - g. Appropriate Manufacturers
  - h. Appropriate Suppliers
  - i. Other interested parties
4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.
5. Agenda – Items of significance to be discussed at the Preconstruction Conference include:
  - a. Introductions
  - b. Notice To Proceed (NTP)
  - c. Directions from the Buyer/Engineer
  - d. Emergencies

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- e. Required Notifications
- f. Seller's Quality Control (QC) System
- g. Seller's Daily Log
- h. Sellers Daily Construction Reports (submitted weekly)
- i. Testing and Inspection Laboratory
- j. Coordination
- k. Normal Hours of Work
- l. Workplace Environment
- m. Use of Project Site
- n. Security
- o. Disruption of Buyer's Normal Operations
- p. Use of Buyer's Facilities
- q. Temporary Facilities and Controls
- r. Accepting Material Deliveries
- s. General Correspondence
- t. Additional Detailed Instructions
- u. Field Modifications
- v. Requests for Information (RFI)
- w. Change Orders
- x. Progress Payments
- y. Submittals (List of Buyer's Submittal reviewers)
- z. Record Documents
- aa. Buyer Furnished Contractor Installed (BFCI) Equipment
- bb. Procurement Issues
- cc. Direct Purchase Items
- dd. Project Meetings
- ee. Permits
- ff. Subcontractor Issues
- gg. Waste Management
- hh. Utilities
- ii. Environmental Issues
- jj. Schedule
- kk. Liquidated Damages
- ll. Project Close-Out
- mm. As-built Procedures

6. The Buyer will prepare meeting minutes of the Preconstruction Conference and distribute minutes to all attendees.

C. The Seller will schedule and conduct the following meetings:

1. Schedule Orientation Meeting

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2. Project Partnering Meeting
3. Solid Waste Management Plant Meeting
4. Quality Control Meetings
5. Closeout Conference
6. Commissioning\Start-up Meetings
7. Demonstration and Training Meetings

#### D. Progress Meetings

1. The Engineer of Record will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the acceptance of Buyer's Project Manager and shall be at a minimum of once per month. Seller must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Seller's on-site field office unless the Buyer's Project Manager approves an alternate location.
2. Attendees:
  - a. Buyer's Project Manager
  - b. Buyer's Project Inspector
  - c. Engineer of Record
  - d. Seller Authorized Representative
  - e. Seller's QC Manager
  - f. Appropriate Subcontractor(s)
  - g. Appropriate Suppliers
  - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.
3. Agenda:
  - a. Review and update Seller's Decision/Action Tracking Report from previous Progress Meeting.
  - b. Schedule Review
    1. Review progress since the last meeting;
    2. Compare current progress against Progress Schedule
    3. Determine how any construction behind schedule will be expedited;
      - A. Present any remedial action plan(s)
      - B. Present any proposed Crashed Scheduling
      - C. Fast Tracking

4. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- c. Review present and future needs of each entity present, including the following:
    1. Interface requirements
    2. Sequence of operations
    3. Status of Submittals
    4. State of key deliveries
    5. Status of off-site fabrication
    6. Site access issues
    7. Site utilization
    8. Temporary facilities and controls
    9. Normal hours of work
  - d. Progress Payments
  - e. Change Orders
  - f. Review updated reports:
    1. Submittal Log
    2. RFI Log
    3. Testing Plan and Log
4. At a minimum, the Seller must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report and updated schedule. One copy of the Decision/Action Tracking Report and any updated schedules must be provided to all attendees and three (3) copies must be submitted to the Buyer within forty-eight (48) hours of the meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

PART 4 – FORMS (Not Used)

ENF OF SECTION

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## SECTION 01500

### CONSTRUCTION FACILITIES

#### PART 1 - GENERAL

- 1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Engineer.
- 1.2 Temporary Facilities
- A. Drinking Water: The Seller shall provide cool water with dispensing utilities.
  - B. Construction Water: The Seller shall provide temporary water for construction at the project site. The Seller shall provide proper back flow and metering devices in order to comply with regulations concerning back flow & cross connection and accounting for all water used.
  - C. It shall be the Seller's responsibility to provide temporary electrical power for construction purposes.
  - D. Toilet Facilities: The Seller shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Buyer. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.
- 1.3 Security
- A. General: The Seller shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.
  - B. Rodents and Other Pests: The Seller, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Seller shall secure the services of a licensed exterminator to control.
  - C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require its usage. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vendor at no cost to the Buyer. The Seller shall provide the Buyer copies of all disposal tickets.
  - D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.



- E. Project Safety: The Seller shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative must be on the site during all working hours, and shall be trained in project safety and designated as the Seller's Site Safety Director.

1.4 Quality Assurance

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
  - 1. Building Code Requirements
  - 2. Health and Safety Regulations
  - 3. Utility Company Regulations
  - 4. Police, Fire Department and Rescue Squad Rules
  - 5. Environmental Protection Regulations
  - 6. Debris and rubbish transportation and disposal regulations and rules

END OF SECTION

## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Product List.
- F. Substitutions.
- G. Product Demonstrations.

##### 1.02 RELATED REQUIREMENTS

- A. General Conditions.
- B. Division 1 - Summary of Work.
- C. Division 1 - Contract Quality Control. Submittal of manufacturer's certificates.
- D. Division 1 - Warranties and Guarantees.
- E. Division 1 – Equipment Testing and Startup.

##### 1.03 PRODUCTS

- A. Products include material, equipment, manufactured or fabricated products, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same and shall be inter-changeable.
- D. Do not use materials and equipment removed from existing, except as specifically required, or allowed, by Contract Documents.

##### 1.04 TRANSPORTATION AND HANDLING

- A. Order and arrange deliveries of products and equipment in accordance with progress

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schedules to prevent conflicts with work conditions at the site.

- B. Transport products by methods to avoid product damage and in accordance with manufacturer's instructions. Deliver materials to job site in manufacturer's original unopened containers clearly labeled with manufacturer's name, brand designation and reference specification.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage. Handle products in such a manner as to prevent breakage of containers and damage of any kind.
- D. Promptly inspect shipments to assure that products comply with Contract Document and approved submittal requirements, quantities are correct, and products are undamaged. Damage sustained by products in transit to job site shall be repaired to the satisfaction of the Field Representative. If damage sustained while transporting products to job site is non-repairable, the products shall be replaced with new ones at no cost to Buyer.

#### 1.05 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Exposed metal surfaces, not provided with manufacturer specific storage instructions, shall be protected with a light oil or silicone coating to prevent rust while in storage. Maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports, blocking, or skids above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Cement, sand, and lime shall be stored under a roof and off the ground and kept dry at all times.
- F. All structural, miscellaneous, and reinforcing steel shall be stored off the ground to prevent the accumulation of dirt, grease, or standing water from accumulating. Beams shall be stored with the webs vertical.
- G. Precast concrete shall be stored to prevent the accumulation of dirt, standing water, staining, chipping, or cracking.
- H. Brick, block or similar masonry products shall be stored to prevent to prevent

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accumulation of dirt and water, and to prevent brakeage, chipping, cracking, staining, and spalling.

- I. All materials and equipment incorporated into the work shall be handled and stored by the Seller before, during, and after shipment in a manner to prevent warping, twisting, breaking, chipping, rusting, injury, theft, or damage of any kind.
- J. Any material or equipment that has become damaged as to become unfit for use or specified, in the opinion of the Engineer, shall be promptly removed from the work and the damaged material or equipment replaced by the Seller at no additional cost to the Buyer.
- K. Arrange storage in a manner to provide easy access for inspection.
- L. The Seller shall be responsible for all material, equipment, and supplies sold and delivered to the Buyer under this Contract until Final Completion of the work and acceptance by the Buyer. In the event that any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Seller shall replace same without any additional cost to the Buyer.
- M. Should the Seller fail to take proper action on the storage and handling of materials or equipment supplied under this Contract within seven (7) after written notice, the Buyer retains the right to correct all deficiencies noted and deduct the cost associated with the corrections from the Seller's contractor. These costs may comprise expenditures for labor, equipment usage, administrative, clerical, engineering, vendor, and legal fees or any other reasonable costs associated with making the necessary corrections.

#### 1.06 ENCLOSED STORAGE

- A. The Seller shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, architectural items, and special equipment incorporated into the project in compliance with manufacturer's instructions.
- B. Store products, subject to damage by the elements, in accordance with manufacturer's instructions.
- C. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- D. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- E. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

#### 1.07 EXTERIOR STORAGE

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- A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling, staining, and corrosion.
- B. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- C. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
- D. Provide surface drainage to prevent erosion and ponding of water.
- E. Prevent mixing of refuse or chemically injurious materials or liquids.

#### 1.08 MAINTENANCE OF STORAGE

- A. Periodically inspect stored products on a scheduled basis. Maintain a log of inspections, make available to Field Representative on request.
- B. Verify that storage facilities comply with manufacturer's product storage instructions.
- C. Verify that stored products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

#### 1.09 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- B. Service equipment on a regularly scheduled basis, maintaining a log of services; submit as a record document.
- C. All equipment having moving parts such as gears, electric motors, etc. shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding." Upon installation of the equipment the Seller shall start the equipment, at partial load, once weekly for an adequate period to ensure that the equipment does not deteriorate from lack of use.
- D. Lubricants shall be changed upon completion of installation and as frequently as required theater in accordance with the manufacturer's instructions during the period between installation and acceptance.

#### 1.10 PRODUCT OPTIONS/SUBSTITUTIONS

- A. Product Options/Substitutions shall be in accordance with the requirements of the Contract Documents.

1.11 SPARE PARTS

- A. Spare parts for equipment provided under Division 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical are specified in the pertinent specifications. The Seller shall collect and store the spare parts as required and specified in a climate controlled enclosed storage area until final completion. The Seller shall furnish the Engineer an inventory list of all spare parts, the equipment it is associated with, the name and contact of the supplier, and the delivered cost associated with each item on the inventory list.

1.12 OIL, GREASE, AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment.
- B. The Seller shall change the oil in all drives and intermediate drives of each of the provided equipment at the manufacturer's recommended interval period until final acceptance by the Buyer.
- C. The Seller shall re-lubricate all grease fittings of each of the provided equipment at the manufacturer's recommended intervals and upon completion of installation and as frequently as required thereafter during the period between installation and final acceptance by the Buyer.

PART 2 PRODUCTS  
Not Used

PART 3 EXECUTION  
Not Used

END OF SECTION

## SECTION 01701

### PROJECT CLOSEOUT

#### PART 1 - GENERAL

##### 1.1 Section Includes

- A. Administrative and procedural requirements for project closeout.
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Final cleaning.

##### 1.2 Substantial Completion

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise Buyer of pending insurance change-over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents - refer to Section 01740.
  - 4. Obtain and submit lien releases enabling the Buyer unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - 5. Submit record drawings, maintenance manuals, and similar final record information.
  - 6. Complete start-up testing of systems, and instruction of the Buyer's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
  - 7. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

- B. When the Seller considers the Work to be substantially complete, they shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within 14 days of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Seller of unfulfilled requirements. When the Engineer and Buyer concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, they will advise the Seller of construction or other requirements that must be completed or corrected before the certificate will be issued.
  - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

### 1.3 Final Completion

- A. When the Seller considers the Work to be complete, they shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
  - 1. Submit the final payment request with lien releases or waivers of claims and supporting documentation not previously submitted and accepted. Include all inspection certificates, guarantees and warranties for products, equipment, processes, operations and completed facilities.
  - 2. Submit an updated final statement.
  - 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
  - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Buyer took possession of and responsibility for corresponding elements of the Work.
  - 5. Submit consent of surety to final payment.



6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Seller of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, re-inspection process will be repeated.

#### 1.4 Record Document Submittals

- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
1. Provide access to record documents for the Engineer's reference during normal working hours.
  2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.
  3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
  3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by

surveying by a professional engineer or land surveyor registered in the State of Florida.

4. Note related Change Order numbers where applicable.
  5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
  2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
  3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Seller will meet at the site with the Engineer and the Buyer to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Buyer for record purposes. Comply with delivery to the Buyer's Sample storage area.
- F. Record Survey: Provide as-built survey prepared in accordance with minimum technical standards for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

- G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- H. At Contract close-out, deliver one copy of Record Documents to Engineer for Buyer. Accompany submittal with transmittal letter in duplicate containing the following information:
  - 1. Date
  - 2. Project title and number
  - 3. Seller's name and address
  - 4. Title and number of each Record Document
  - 5. Signature of Seller or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Final Cleaning

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Buyer.
  - 1. Remove labels that are not permanent labels.
  - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition.
  - 4. Leave concrete floors broom clean.

5. Vacuum carpeted surfaces.
  6. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances.
  7. Clean plumbing fixtures to a sanitary condition.
  8. Clean light fixtures and lamps.
  9. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
  10. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
  11. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Engage an experienced exterminator to make a final inspection and rid the Project of rodents, insects and other pests.
- D. Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Buyer's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- F. Where extra materials of value remaining after completion of associated Work, they shall become the Buyer's property, arrange for any disposition of these materials as directed.

CERTIFICATE OF SUBSTANTIAL COMPLETION

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Date of Issuance: \_\_\_\_\_

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Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project: Neptune Beach Senior Activity Center – Porch and Exterior Finishes  
CONB Bid No. 2022-03

Owner's Project No. CONB Bid No. 2022-03 ENGINEER's Project No. \_\_\_\_\_

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This Certificate of Substantial completion applies to all Work under the Contract Documents or to the following specified parts thereof: \_\_\_\_\_

To: \_\_\_\_\_

BUYER/ENGINEER

And To: \_\_\_\_\_

SELLER

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The Work to which this Certificate applies has been inspected by authorized representative of OWNER, CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete, functional, and ready for intended use in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents by \_\_\_\_\_

\_\_\_\_\_.

CERTIFICATE OF FINAL COMPLETION

---

Date of Issuance: \_\_\_\_\_

---

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

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

Project: Neptune Beach Senior Activity Center – Porch and Exterior Finishes  
CONB Bid No. 2022-03\_\_\_\_\_

Owner’s Project No. CONB Bid No. 2022-03 ENGINEER’s Project No. \_\_\_\_\_

---

This Certificate of Final completion applies to all Work under the Contract Documents or to the following specified parts thereof: \_\_\_\_\_

To: \_\_\_\_\_  
BUYER/ENGINEER

And To: \_\_\_\_\_  
SELLER

---

The Work to which this Certificate applies has been inspected by authorized representative of Owner, Contractor, and ENGINEER, and the Work is hereby declared to be fully complete, functional, and ready for intended use in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF FINAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents by \_\_\_\_\_  
\_\_\_\_\_.

END OF SECTION

**01701-8**

## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### 1.1 Related Requirements

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.
- C. Contract closeout - Section 01701.

##### 1.2 Section Includes

- A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

##### 1.3 Warranty Requirements

- A. Seller shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of final completion, unless an additional warranty period is otherwise specified in the technical specifications to provide a longer warranty period. In no event shall the Seller's work be warranted for less than a 2-year period.
- B. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Seller is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Buyer has benefited from use of the Work through a portion of its anticipated useful service life.
- E. Written warranties made to the Buyer are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Buyer can enforce such other duties, obligations, rights, or remedies.

- F. The Buyer reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- G. The Buyer reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so. A "MAINTENANCE WARRANTY BOND" is equal to or greater than 10% of the total contract price.

1.4 Submittals

- A. Submit written warranties to the Buyer before requesting inspection for Final Completion. If the Buyer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Final Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Buyer.
- B. When a designated portion of the Work is completed and occupied or used by the Buyer, by separate agreement with the Seller during the construction period, submit properly executed warranties to the Buyer within fifteen days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the Seller, or the Seller and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Buyer for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
  - 1. Quantities and dates of shipments.
  - 2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Seller from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
  - 3. Signature of officer of company.
  - 4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

F. Form of Submittal:



1. Compile three (3) copies of each required warranty and bond properly executed by the Seller, or by the Seller, subcontractor, supplier, or manufacturer.
2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Seller.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

## MAINTENANCE WARRANTY BOND

**01740-3**

City of Neptune Beach, Florida

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ as Principal and \_\_\_\_\_  
, as Surety, are held and firmly bound unto the City of Neptune Beach, as Obligee, in the sum of \_\_\_\_\_(\$ \_\_\_\_\_) Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the \_\_\_\_\_ for the project known as Neptune Beach Senior Activity Center – Porch and Exterior Finishes has agreed that it shall accept certain \_\_\_\_\_ improvements located within City property, right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the City of Neptune Beach a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years**, beginning the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date of Final Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless City of Neptune Beach from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

WITNESS:

By: \_\_\_\_\_ (Seal)

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

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

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

APPROVED:  
City of Neptune Beach

BY:

\_\_\_\_\_

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

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

**MAINTENANCE WARRANTY BOND  
CONTACT INFORMATION**

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

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Fax No.: \_\_\_\_\_

**Bonding Agent:** \_\_\_\_\_

License Identification No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**CONTRACTOR WARRANTY**

TO OWNER: City of Neptune Beach  
2010 Forest Ave.  
Neptune Beach, FL 32266

FROM CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Neptune Beach Senior Activity Center Porch and Exterior Finishes CONB Bid No. 2022-03

CONTRACTOR hereby warrants all materials and workmanship furnished for the \_\_\_\_\_ installations for the above-referenced project, against any defects for a period of **two (2) years** from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date of Final Completion). This Warranty also includes the "as-built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material, including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred for service requested by the OWNER on material which does not prove defective.

CONTRACTOR: \_\_\_\_\_

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

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

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

END OF SECTION

**01740-6**

# APPENDICES

LES THOMAS  
ARCHITECT

32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

# Neptune Beach

Senior Community Center

## FOUNDATION

34 - 16x16x12 TYPE "A"  
4 - 16x24x12 TYPE "B"  
26 - 16x20x12 TYPE "C"  
3 - 24x24x12 TYPE "D"

## CONCRETE MASONRY UNITS

130 - 8x8x12 CMU (5 EA PIER)  
15 - 8x12x12 CMU (5 EA PIER)

## REBAR

240 - 10" #5  
28 - 18" #5  
58 - 48" #5 L-BAR

## CONCRETE

5.177 - CUBIC YARDS

## JOISTS AND POSTS

10 - 2x12x20  
12 - 2x12x18  
50 - 2x12x16  
18 - 2x12x10  
7 - 2x12x8  
66 - 2x10x14  
2 - 2x10x12  
20 - 2x10x10  
14 - 2x10x8  
68 - 6x6x10  
68 - ABU66Z (10)  
68 - WA62600 5/8x6" (20)  
244 - LUS210Z (50)  
24 - LUS210-2Z (25)

BEAMS AND ROOF

4 - 2x12x16  
24 - 2x12x10  
17 - 2x12x8  
2 - 2x12x12  
90 - 2x12x18  
24 - 2x10x16  
6 - 2x10x24  
2 - 2x10x20  
3 - 2x10x10  
4 - 2x10x8  
2 - 2x6x24  
2 - 2x8x16  
2 - 2x8x12  
2 - 2x8x10  
1 - 2x8x8  
60 - 2x10 SLOPE HANGER  
24 - 2x10 SLOPE SKEW RIGHT  
24 - 2x10 SLOPE SKEW LEFT  
2 - SIMPSON HUC210 (25)  
200 - SIMPSON H2.5A (100)  
100 - 7/16x4x8 OSB  
1000 - PSCA 7/16 (250)  
16 - HIGH TEMP ICE AND WATER  
355 - 5/4x6x16 STD TR DECKING

STAIRS AND RAILINGS

385'+/- WOOD RAILING  
10 - 2x12 STRINGERS

ROOFING

26 SQUARES - 24" STANDING SEAM METAL ROOFING  
240'+/- METAL DRIP  
140'+/- METAL FLASHING

BUILDING FINISH

40 Sq Ft +/- HORIZ. HARDIE BOARD SIDING  
24 - COLUMN TOP & BOTTOM TRIM  
3 - DECORATIVE VINYL SHUTTER SETS  
342 Sq Ft +/- VINYL LATTICE

NOTE:

ARCHITECT'S MATERIAL LIST SHALL BE USED AS REFERENCE ONLY.  
CONTRACTOR/BUILDER SHALL CALCULATE AND SUBMIT  
THEIR OWN MATERIALS LIST FOR BIDDING AND CONSTRUCTION.  
VERIFY ALL DIMENSIONS AND CONDITIONS.

**REPORT OF GEOTECHNICAL EXPLORATION  
NEPTUNE BEACH SENIOR CENTER DRAINAGE IMPROVEMENTS  
NEPTUNE BEACH, FLORIDA  
JGE PROJECT NO. 22-246.1**

**Prepared for:**

Marquis Latimer & Halback  
34 Cordova Street  
St. Augustine, Florida 32084

**Prepared by:**

Jackson Geotechnical Engineering  
164 Plaza Del Rio Drive  
St. Augustine, Florida 32084  
Phone: 904-252-2292

April 8, 2022



# JACKSON GEOTECHNICAL ENGINEERING

*Consulting Geotechnical Engineers*

April 8, 2022

Mr. Jeremy Marquis  
Marquis Latimer & Halback  
34 Cordova Street  
St. Augustine, Florida 32084

Report of Geotechnical Exploration and Engineering Services  
Neptune Beach Senior Center Drainage Improvements  
Neptune Beach, Florida  
JGE Project No. 22-246.1

Dear Mr. Marquis:

As requested, Jackson Geotechnical Engineering has completed a geotechnical exploration for the subject project. The exploration was performed to evaluate the general subsurface conditions at the location of the proposed stormwater pond, and to provide soil and groundwater parameters to facilitate retention pond design.

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project. Please contact us if you have any questions, or if we may be of any further service.

Sincerely:  
Jackson Geotechnical Engineering, LLC.

Jeff S. Jackson, P.E.  
Licensed, Florida 51979

cc: Mr. Jeremy Calloway, P.E.  
Maverick Engineering

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## 1.0 PROJECT INFORMATION

### 1.1 Site Location and Description

The project is located adjacent to the west side of Strickland Road, approximately 225 feet north of Forest Avenue, in Neptune Beach, Florida. The site is cleared, with vegetation consisting of grass. Based on visual observation, the subject area is relatively level.

### 1.2 Project Description

Project information was provided to us during correspondence with Mr. Jeremy Calloway, P.E. of Maverick Engineering. We were provided with an excerpt from a site plan that shows the layout of the proposed pond excavation, property boundaries, and adjacent roadways.

We understand the proposed project consists of excavating a retention pond at the site. The pond will be utilized for the collection and treatment of stormwater. It is expected the pond will be designed in accordance with dry retention criteria.

## 2.0 FIELD EXPLORATION

In order to explore the subsurface conditions within the area of the proposed stormwater pond, one auger boring (A-1) was performed to a depth of 6 feet below the ground surface. In addition, two permeability tests were performed on relatively undisturbed soil samples obtained from the location of the auger boring. The auger boring was located by measurement from existing site features. The location of the field testing, and the subsurface conditions encountered at the boring location, are presented in Appendix A on the Boring Location Plan and Subsurface Profiles, respectively.

## 3.0 LABORATORY TESTING

### 3.1 Index Testing

Soil samples recovered during the field exploration were visually classified in accordance with ASTM D 2488. The results of the classification testing are presented on the Subsurface Profile in Appendix A.

### 3.2 Permeability Testing

A horizontal and vertical permeability (hydraulic conductivity) test were conducted on the undisturbed soil samples to estimate the coefficient of horizontal permeability of the appropriate soil layers. The coefficient of permeability is a measure of a soil's ability to transmit water under hydraulic loading conditions. It typically is a required input parameter for groundwater modeling, such as dry pond recoveries, background seepage, etc. The laboratory permeability test is typically conducted by placing the undisturbed soil sample in a permeameter, and while in the permeameter, the soil sample is subjected to differential hydraulic loading over a period of time. The volume of water that is transmitted through the soil sample is recorded, and along with the known hydraulic

loading conditions, Darcy's law is utilized to calculate the coefficient of permeability. The coefficient of permeability is shown on the Subsurface Profile at the depth of which the soil samples were obtained.

## **4.0 GENERAL SUBSURFACE CONDITIONS**

### **4.1 General Soil Profile**

The boring location and general subsurface conditions that were encountered are presented on the Boring Location Plan and Subsurface Profile. When reviewing these records, it should be understood the soil conditions may change significantly at adjacent, unexplored locations. The following discussion summarizes the soil conditions encountered.

In general, the boring encountered fine sand (SP) throughout the 6-foot exploration depth. Three inches of topsoil was present at the boring location.

### **4.2 Groundwater Level**

The groundwater level was measured at the boring location at a depth of 4.8 feet below existing grade. The depth of the groundwater level encountered at the boring location is presented on the Subsurface Profile.

The groundwater table will fluctuate depending on seasonal variations, adjacent construction, surface water runoff, etc. Our estimate of the normal seasonal high groundwater level at the boring location is presented on the Subsurface Profile in Appendix A. Our estimate is based on the results of the soil boring, review of available published literature, and information provided for this study. Should rainfall intensity exceed normal quantities, or should other variables that affect the seasonal high groundwater level be altered, the groundwater profile at the site could change significantly.

## **5.0 RETENTION POND RECOMMENDATIONS**

### **5.1 General**

The drainage system includes a dry retention pond. Dry ponds retain the necessary minimum amount of stormwater runoff (treatment volume) during the storm event. The volume retained is treated by infiltration into the ground. Infiltration into the ground is primarily affected by permeability of the soil, vertical height of stormwater stored in the pond (hydraulic loading), depth of the aquifer, soil porosity, and vertical distance between the pond bottom and the water table.

## 5.2 Retention Pond Modeling

The table below summarizes our recommendations for pond recovery modeling. A factor of safety of 2.0 should be utilized in the recovery analysis.

Location	Horizontal Permeability (ft/day)	Vertical Permeability (ft/day)	Effective Porosity	Depth to Bottom of Aquifer <sup>(1,2)</sup> (feet)	Estimated Depth of Seasonal High Groundwater Level <sup>(1)</sup> (feet)
A-1	30.0	26.3	25%	6	2.7

(1) Depth references ground surface at the time of the subsurface exploration.

(2) Aquifer depth limited to bottom of boring, in accordance with SJRWMD guidelines.

Note: Permeability values represent existing, in-situ soils. If fill is utilized, it should meet the specifications of the drainage engineer.

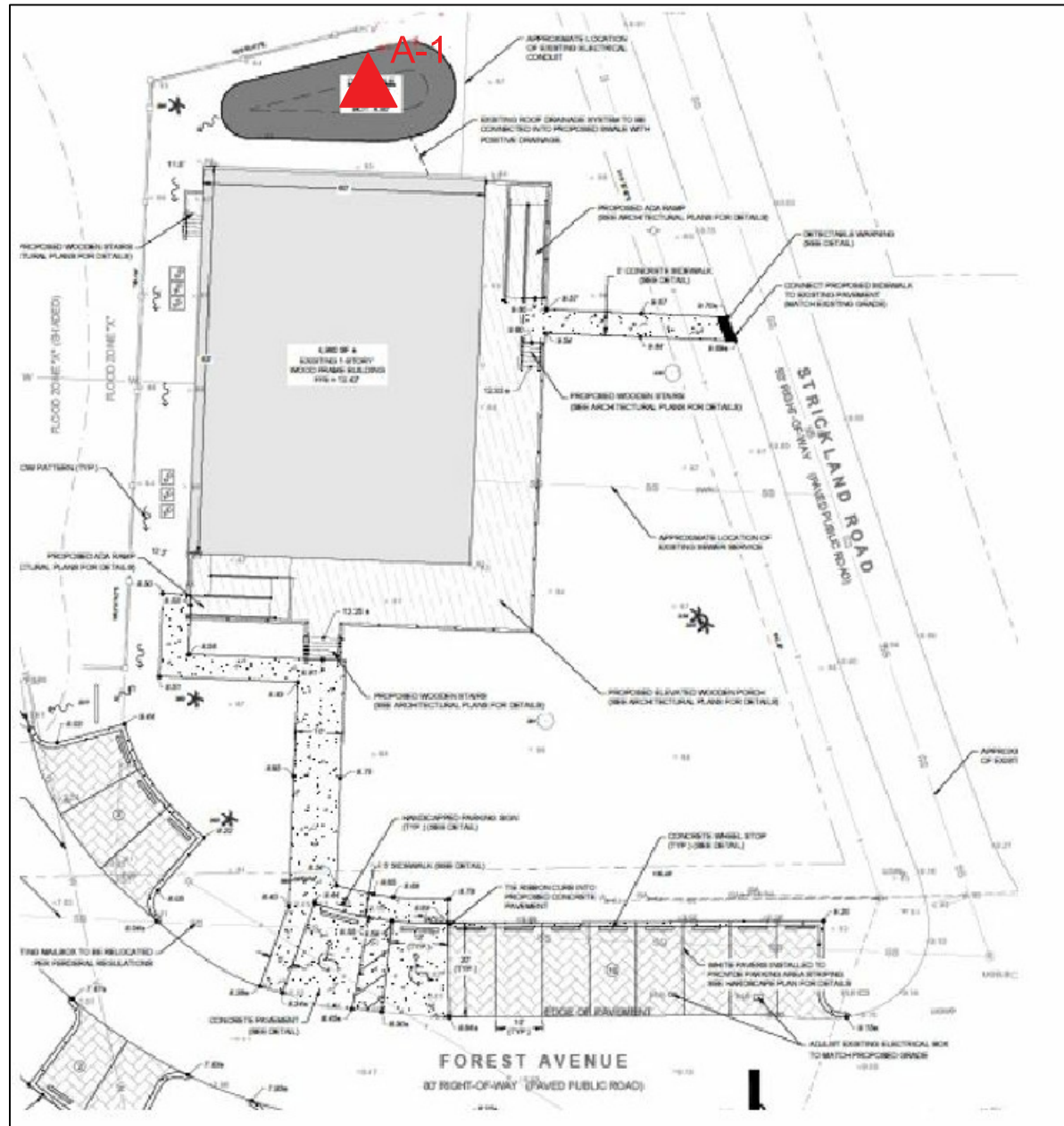
## 6.0 LIMITATIONS


We have conducted the geotechnical engineering in accordance with principles and practices normally accepted in the geotechnical engineering profession. Our analysis and recommendations are dependent on the information provided to us. Jackson Geotechnical Engineering is not responsible for independent conclusions or interpretations based on the information presented in this report.

**APPENDIX A**

*BORING LOCATION PLAN*

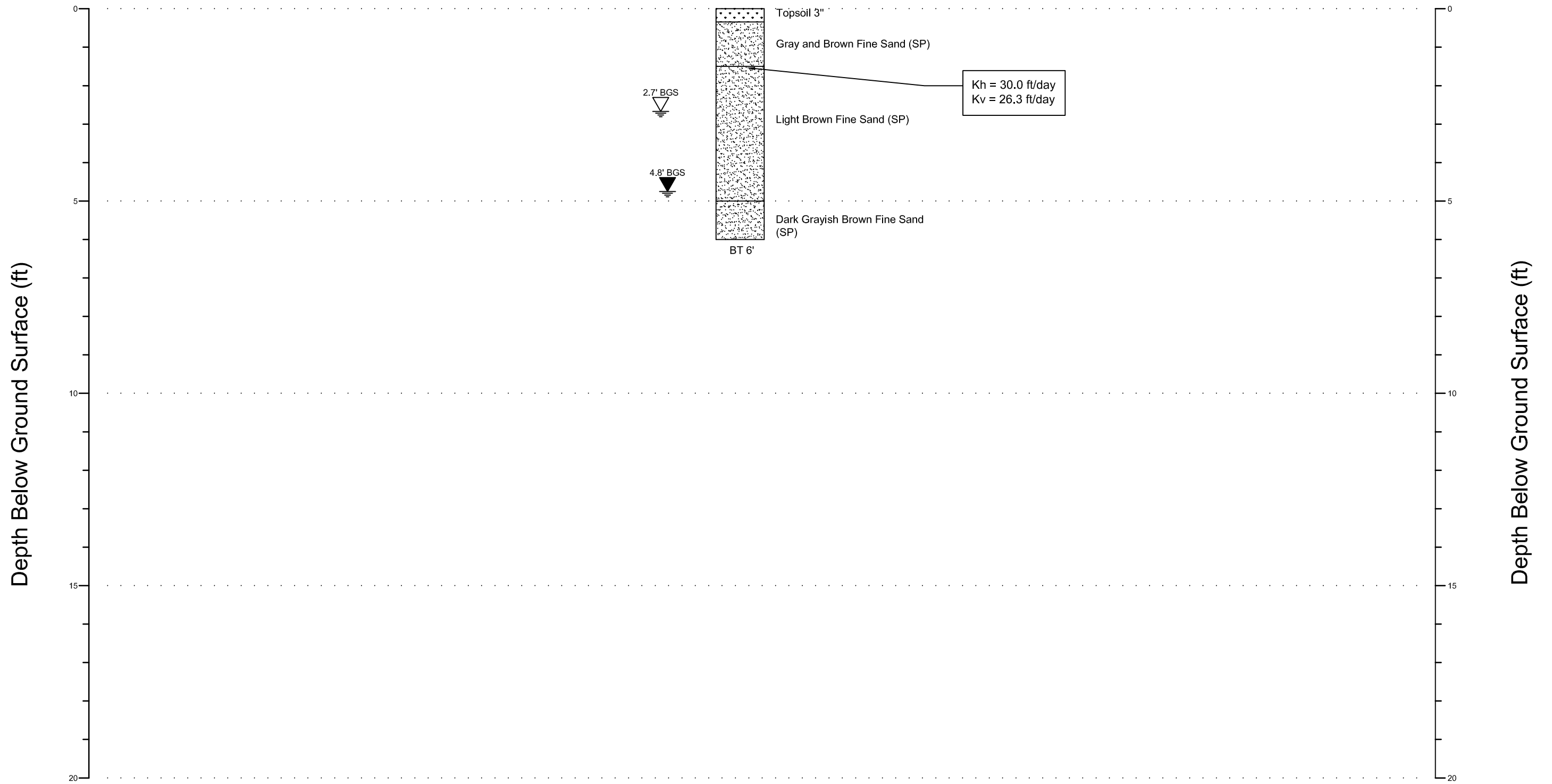
*SUBSURFACE PROFILE*



 Auger Boring Location

Jackson Geotechnical Engineering	
Boring Location Plan	
Neptune Beach Senior Center	
April 4, 2022	Drawn by: MJ
Project No. 22-246	Figure 195

# A-1



- Fine Sand (SP)
- Topsoil

Kh Coefficient of Horizontal Permeability  
 Kv Coefficient of Vertical Permeability

- Groundwater Table Measured Below Ground Surface
- Seasonal High Groundwater Table Estimated Below Ground Surface at Time of Exploration
- BT Boring Terminated
- BGS Below Ground Surface

<b>Jackson Geotechnical Engineering</b>	
<b>Subsurface Profiles</b>	
<b>Neptune Beach Senior Center</b>	
April 4, 2022	Drawn by: MJ
Project No. 22-246	Figure 296



**APPENDIX B**

*KEY TO SOIL CLASSIFICATION*

*FIELD AND LABORATORY TEST PROCEDURES*

# JACKSON GEOTECHNICAL ENGINEERING

*Consulting Geotechnical Engineers*

## KEY TO SOIL CLASSIFICATION

### CORRELATION OF PENETRATION WITH RELATIVE DENSITY & CONSISTENCY

<i>SANDS AND GRAVEL</i>	
BLOW COUNT	RELATIVE DENSITY
0-3	VERY LOOSE
4-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
OVER 50	VERY DENSE

<i>SILTS AND CLAYS</i>	
BLOW COUNT	CONSISTENCY
0-2	VERY SOFT
3-4	SOFT
5-8	FIRM
16-30	VERY STIFF
31-50	HARD
OVER 50	VERY HARD

### PARTICLE SIZE IDENTIFICATION (UNIFIED CLASSIFICATION SYSTEM)

<i>CATEGORY</i>	<i>DIMENSIONS</i>
Boulders	Diameter exceeds 12 inches
Cobbles	3 to 12 inches
Gravel	Coarse – 0.75 to 3 inches in diameter Fine – 4.76 mm to 0.75 inch diameter
Sand	Coarse – 2.0 mm to 4.76 mm diameter Medium – 0.42 mm to 2.0 mm diameter Fine – 0.074 mm to 0.42 mm diameter
Silt and Clay	Less than 0.074 mm (invisible to the naked eye)

### MODIFIERS

These modifiers provide our estimate of the amount of minor constituent (sand, silt, or clay size particles) in the soil sample

<i>PERCENTAGE OF MINOR CONSTITUENT</i>	<i>MODIFIERS</i>
0% to 5%	No Modifier
5 % to 12 %	With Silt, With Clay
12% to 30%	Silty, Clayey, Sandy
30% to 50%	Very Silty, Very Clayey, Very Sandy

<i>APPROXIMATE CONTENT OF OTHER COMPONENTS (SHELL, GRAVEL, ETC.)</i>	<i>MODIFIERS</i>	<i>APPROXIMATE CONTENT OF ORGANIC COMPONENTS</i>
0% to 5%	TRACE	1 to 2%
5% to 12%	FEW	2% to 4%
12% to 30%	SOME	4% to 8%
30% to 50%	MANY	>8%

# **FIELD AND LABORATORY TEST PROCEDURES**

## **Auger Borings**

The auger borings were performed using a continuous flight auger attached to a rotary drill rig or manually using a post-hole auger; and thus in general accordance with ASTM D 1452-80, "Soil Investigation and Sampling by Auger Borings". Representative samples of the soils brought to the ground surface by the augering process were placed in watertight containers and sealed. After completing the drilling operations, the samples for each boring were transported to the laboratory where the Geotechnical Engineer examined them in order to verify the driller's field classifications. The samples will be kept in our laboratory for a period of two months after submittal of formal written report, unless otherwise directed by the Client.

## **Soil Classification**

Soil samples obtained from the performance of the borings were transported to our laboratory for observation and review. An engineer, registered in the State of Florida and familiar with local geological conditions, conducted the review and classified the soils in accordance with ASTM 2488. The results of the soil classification are presented on the boring records.

## **Constant Head Permeability Test**

The coefficient of permeability for the laminar flow of water through granular soils was determined in general accordance with the latest revision of ASTM D 2434. The constant head permeability test is a measure of the quantity of water that flows through a sample contained in a cylinder of known height and diameter in a measured time while maintaining a constant head of water on the sample. The coefficient of permeability is determined by application of the Darcy's Law shown below:

$$k = \frac{Q L}{h A t}$$

k = Coefficient of permeability

Q = Quantity of water discharge

L = Length of specimen

h = Constant head of water

A = Cross-sectional area of specimen

t = Total time of discharge

## **Undisturbed Sampling**

Relatively undisturbed samples were obtained in general accordance with the latest revision of ASTM A 1587, "Thin-Walled Tube Sampling of Soils". Manual methods were used to advance the 3-inch O.D. – 16 gauge stainless steel sampler tubes into the soils at the selected depths. After retrieving the samples, the ends were capped and then transported to our laboratory.

Appendix C - Architectural Drawing Set

BUILDING FOOTAGE INFORMATION

NEW DECK \_\_\_\_\_ 1,614 Sq. Ft.  
 NEW H.C. RAMPS \_\_\_\_\_ 474 Sq. Ft.

TYPE OF CONSTRUCTION

TYPE VB  
 PROJECT IS LOCATED EAST OF I-95 WIND-BORNE DEBRIS PROTECTION IS REQUIRED

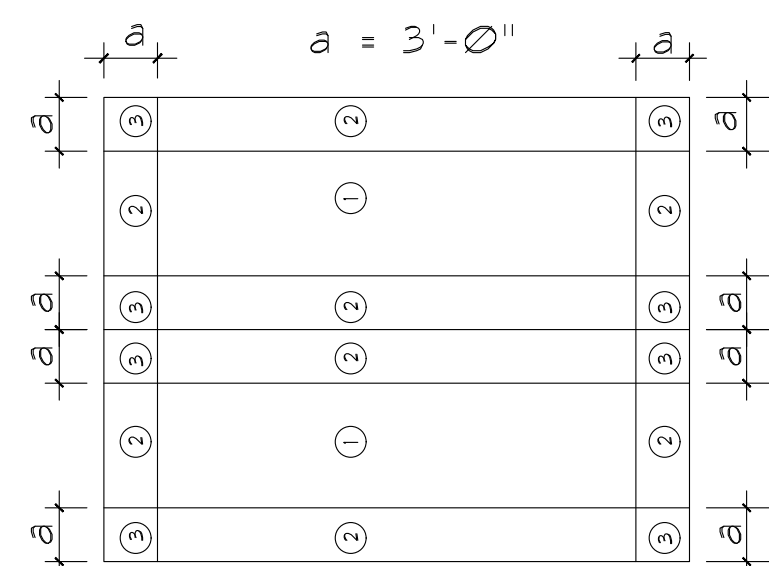
WIND ZONE INFORMATION

THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH, & MEETS THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2020 7th EDITION

1. BASIC WIND SPEED (3 SECOND GUSTS) \_\_\_\_\_ 130 M.P.H.
2. WIND IMPORTANCE FACTOR \_\_\_\_\_ 1.0
3. WIND EXPOSURE CATEGORY \_\_\_\_\_ B
4. INTERNAL PRESSURE COEFFICIENT \_\_\_\_\_ +.18 OR -.18
5. COMPONENT & CLADDING WIND LOADS \_\_\_\_\_ Lbs/Sq.Ft.

HEIGHT AND EXPOSURE ADJUSTMENT COEFFICIENTS = 1.00

ROOF	EFFECTIVE WIND AREA Ft. Sq.							
	10		20		50		100	
1	10.5	-25.9	10.0	-25.2	10.0	-24.4	10.0	-23.7
243	10.5	-43.5	10.0	-38.8	10.0	-32.7	10.0	-28.1
WALL								
4	25.9	-28.1	24.7	-26.9	23.2	-25.4	22.0	-24.2
5	25.9	-34.7	24.7	-32.4	23.2	-29.3	22.0	-26.9
ROOF OVERHANG								
			10	20	50	100		
			-37.3	-36.7	-35.2	-35.1		
			-6.15	-48.3	-30.8	-17.6		

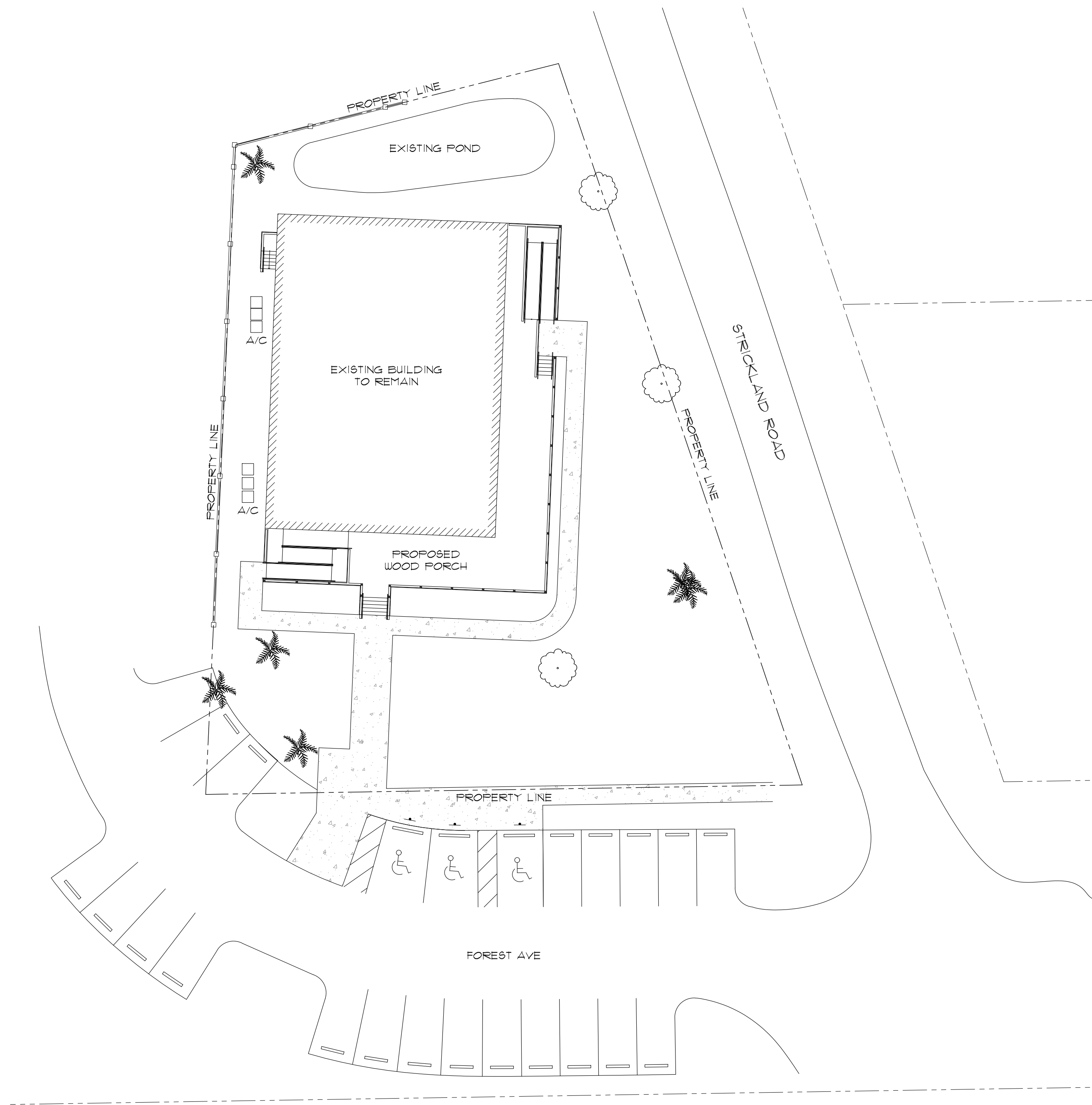


NOTES:

1. FOR EFFECTIVE AREAS BETWEEN THOSE GIVEN ABOVE THE LOAD MAY BE INTERPOLATED BY THE DESIGNER, OTHERWISE USE THE LOAD ASSOCIATED WITH THE LOWER EFFECTIVE AREA.
2. SEE FIGURES FOR LOCATION OF ZONES.
3. PLUS AND MINUS SIGNS SIGNIFY PRESSURE ACTING TOWARD AND AWAY FROM THE BUILDING SURFACES.

CODE ANALYSIS

THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH, & MEETS THE REQUIREMENTS OF:  
 BUILDING - FLORIDA BUILDING CODE, BUILDING 2020 7th EDITION  
 PLUMBING - FLORIDA BUILDING CODE, PLUMBING 2020 7th EDITION  
 MECHANICAL - FLORIDA BUILDING CODE, MECHANICAL 2020 7th EDITION  
 LIFE SAFETY - NATIONAL FIRE PREVENTION ASSOC. CODE, LATEST EDITION  
 FIRE CODE - FLORIDA FIRE PREVENTION CODE 7th EDITION  
 HANDI-CAP CODE - FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY, 2020 7th EDITION  
 ACCESSIBILITY CODE - FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY, 2020 7th EDITION  
 ENERGY CODE - FLORIDA BUILDING CODE, ENERGY CONSERVATION, 2020 7th EDITION  
 NATIONAL ELECTRIC CODE CURRENT EDITION



Site Plan  
 1" = 20'-0"

# Neptune Beach Senior Community Center

Neptune Beach, Florida

INDEX OF DRAWINGS

A1	CODE INFORMATION AND SHEET INDEX
A2	FLOOR PLAN
A3	BUILDING ELEVATIONS
A4	FOUNDATION PLAN
A5	FLOOR FRAMING PLAN
A6	ROOF FRAMING PLAN
A7	BUILDING SECTIONS AND DETAILS
A8	ELECTRICAL PLAN

STRUCTURAL NOTES

1. DESIGN LOADS:
  - A. ROOF LIVE LOADS \_\_\_\_\_ 16 ps.f.
  - B. FLOOR LIVE LOADS \_\_\_\_\_ 40 ps.f.
  - C. WIND LOADS \_\_\_\_\_ 130 mph (FL. BLDG. CODE 2020)
2. MATERIAL
  - A. CONCRETE: DESIGN AND CONSTRUCTED PER A.C.I. 318-03
 

ITEM	COMPRESSIVE STRENGTH @ 28 DAYS
SLAB	2500 P.S.I.
CMU, FILLED CELLS & BEAMS	2500 P.S.I.
  - B. REINFORCING STEEL: CONFORM TO ASTM A-615 GAGE #0
  - C. STRUCTURAL STEEL: DESIGN PER CURRENT ADDITION OF A.I.S.C.
    - 1. SHAPES AND PLATES CONFORM TO ASTM A-36
    - 2. WELDING CONFORM TO "AISC D11, STRUCTURAL WELDING CODE"
    - 3. ANCHOR BOLTS AND STEEL TO WOOD SHALL CONFORM TO ASTM A-307
    - 4. WELDED CONNECTIONS NOT SHOWN ON DRAWING SHALL HAVE ALL CONTACTING STEEL SURFACES CONTINUOUS WELDED WITH SUFFICIENT WELD TO FULLY DEVELOP THE THINNER MATERIAL.
  - D. FRAMING LUMBER: SOUTHERN PINE PER N.F.P.A., NATIONAL DESIGN SPECS. FOR WOOD CONSTRUCTION.
    - 1. SAUN LUMBER 2x4 THRU 2x12 SHALL BE SOUTHERN PINE NO. 2 @ 19% M.C.
    - 2. INTERIOR WALL STUDS SHALL BE SPRUCE-PINE-FIR NO.2
    - 3. LVL BEAMS SHALL BE SOUTHERN PINE Fo=2400 P.S.I.
    - 4. SAUN LUMBER 4x4 AND LARGER SHALL BE SOUTHERN PINE NO. 1 @ 19% M.C.
  - E. WOOD FLOOR & ROOF TRUSSES: DESIGN BY THE MANUFACTURER TO SUPPORT DEAD, WIND AND LIVE LOADS.
    - 1. MANUFACTURE SHALL SUBMIT ERECTION DRAWINGS FOR REVIEW BEFORE FABRICATING TRUSSES.
    - 2. ERECTION DRAWINGS SHALL SHOW ALL LATERAL AND DIAGONAL BRACING AS REQUIRED IN THE TRUSS SYSTEM.
    - 3. TRUSS TO TRUSS CONNECTIONS SHALL BE DESIGNED BY THE MANUFACTURER.
  - F. PLYWOOD ROOF AND WALL SHEATHING:
    - CONFORM TO THE AMERICAN PLYWOOD ASSOC. STANDARDS AND SHALL BE AP C-D INT. WITH EXTERIOR GLUE (CDX) MIN.
  - G. CONCRETE MASONRY UNITS: CONFORM TO ASTM C-90. MORTAR SHALL BE TYPE M OR S.
  - H. WOOD FRAMING ANCHORS AND HURRICANE TIE CLIPS SHALL BE "GO-BOLTS" OR EQUAL.
  - I. CONCRETE MASONRY UNITS:
    - A. ALL CMU SHALL HAVE #5 BAR VERTICAL WITH CELL FILLED WITH CONCRETE AS SHOWN ON DRAWINGS.
    - B. ALL CMU SHALL HAVE HORIZONTAL JOINT REINFORCING SPACED 16" O.C. VERTICAL REINFORCING SHALL BE FABRICATED FROM 9 GAUGE GALVANIZED WIRE.
  - J. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMP. BRACING UNTIL THE ENTIRE STRUCTURE IS PLUMB AND SECURED IN PLACE.
  - K. SHEATHING NAILING:
    - A. ROOF SHEATHING SHALL BE NAILED AS FOLLOWS:
      - 2d RING SHANK NAILS
      - 2d NAILS @ 6" O.C. AT PANEL EDGES.
      - 2d NAILS @ 9" O.C. AT ALL INTERMEDIATE SUPPORTS.
      - 2d NAILS @ 4" O.C. AT ALL SUPPORTS WITHIN 4'-0" OF EDGES.
    - B. PORCH CEILING OR SUB CEILING WITH RING SHANK NAILS:
      - 2d NAILS @ 4" O.C. AT PANEL EDGES.
      - 2d NAILS @ 8" O.C. AT ALL INTERMEDIATE SUPPORTS.
    - C. ALL EXTERIOR WALLS BETWEEN OPENINGS AND AT CORNERS SHALL BE SHEAR WALL SEGMENTS. PLY-WOOD NAILING TO BE: 2d NAILS @ 6" O.C. EACH SHEAR WALL SEGMENT SHOULD HAVE 1/2 Ø THREADED ROD WITHIN 8" OF SHEAR WALL.
  - L. CMU WALL OPENING HEADS, JAMBS, AND WINDOW SILLS SHALL BE 2x6 MIN. P.T. WITH 1/4" DIA. x 3/4" LONG "TAPCONS" @ 18" O.C.
  - M. ALL EXTERIOR WINDOWS AND DOORS SHALL MEET 130 M.P.H. WIND SPEED. WIND BORNE DEBRIS PROTECTION REQUIRED: IMPACT RESISTANT WINDOWS OR SHUTTERS BY ARCHITECT OR CONTRACTOR.

LES THOMAS  
 ARCHITECT  
 32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

NEW PORCH  
 NEPTUNE BEACH COMMUNITY CENTER  
 NEPTUNE BEACH, FLORIDA

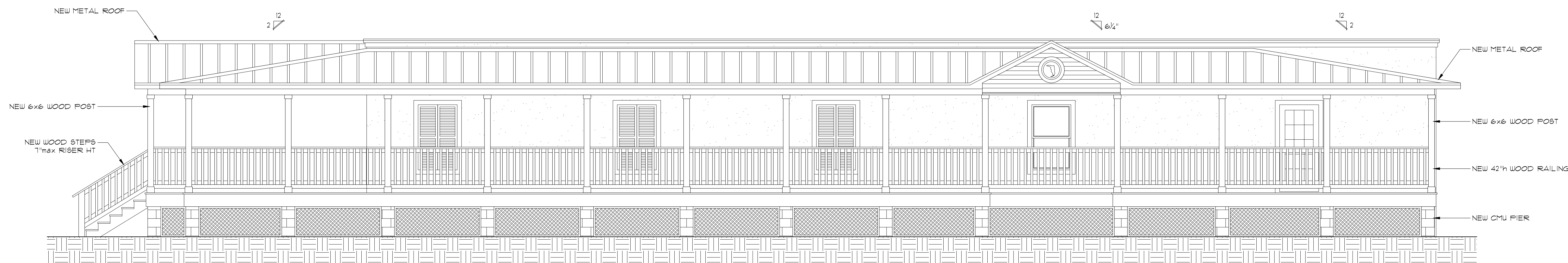
Date: 4.29.22  
 Scale: AS NOTED  
 Drawn: MURPHY  
 File: NEPTUNE

SHEET  
 A1





Front Elevation  
 1/4" = 1'-0" North



Right Elevation  
 1/4" = 1'-0" East

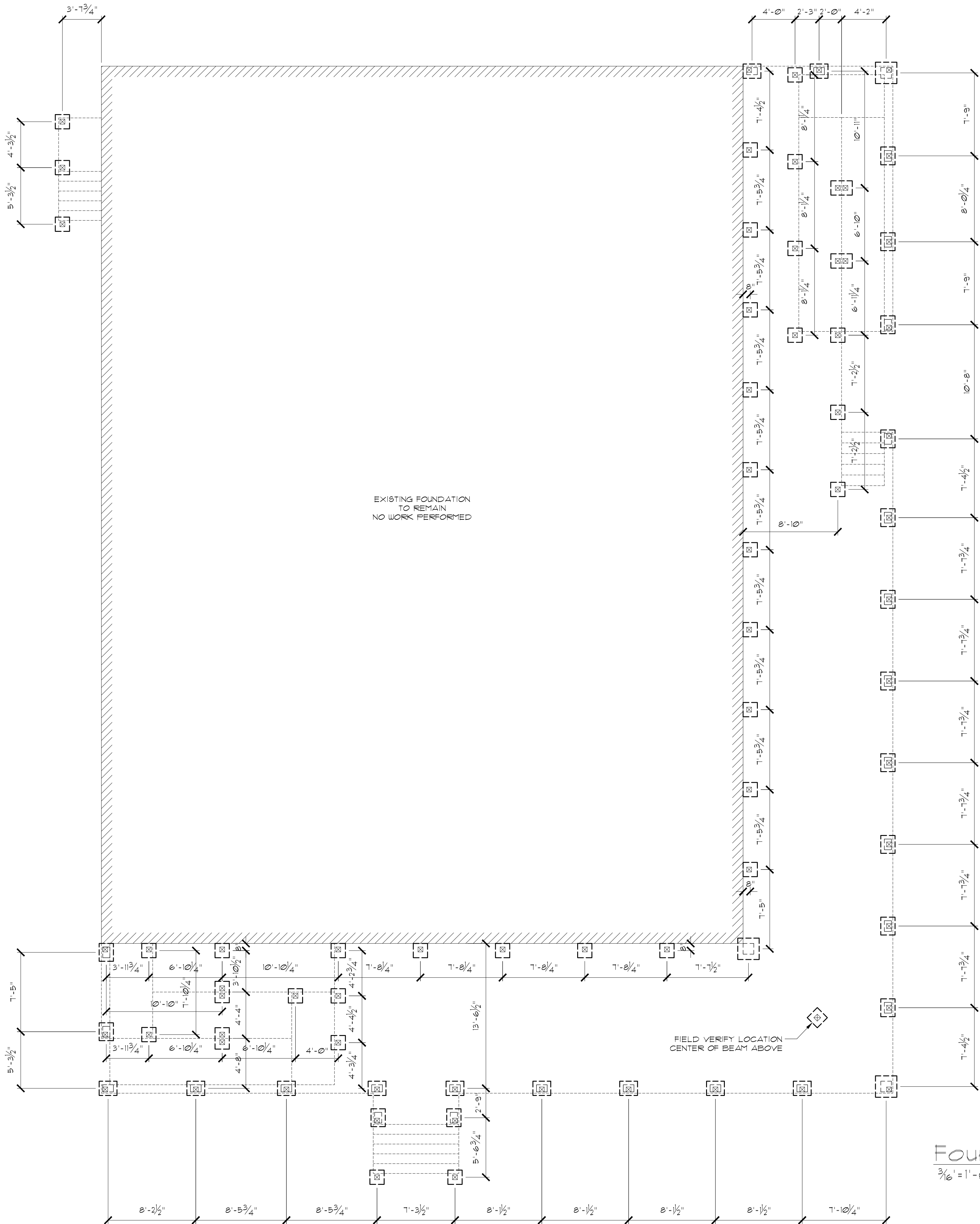
NOTE:  
 ELEVATION DRAWINGS ARE INTENDED  
 FOR DESIGN PURPOSES ONLY.  
 CONTRACTOR/BUILDER  
 SHALL FIELD VERIFY  
 ALL DIMENSIONS AND CONDITIONS  
 PRIOR TO CONSTRUCTION.

LES THOMAS  
 ARCHITECT  
 32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

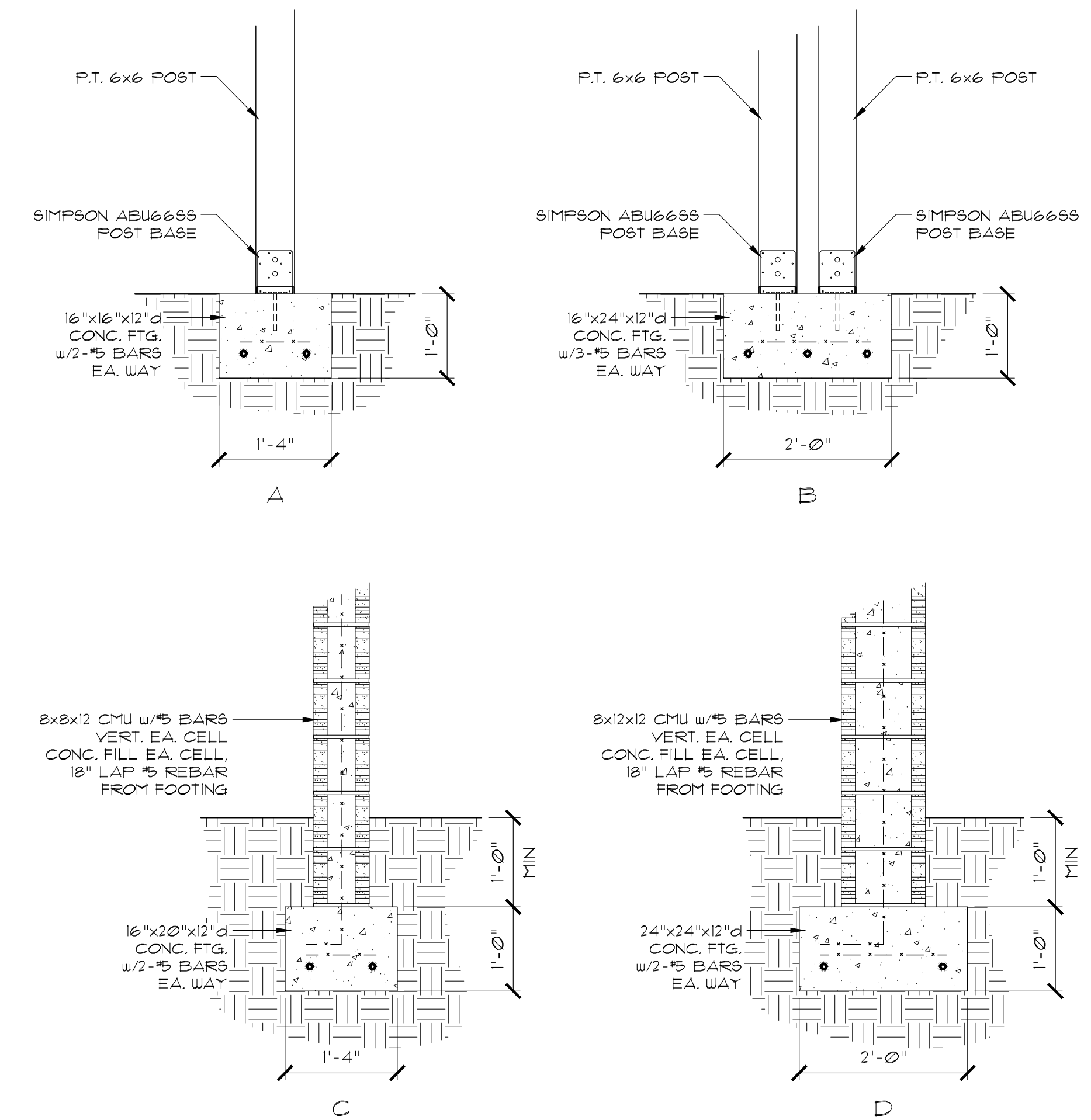
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 NEPTUNE BEACH COMMUNITY CENTER  
 NEPTUNE BEACH, FLORIDA

Date: 4.29.22  
 Scale: AS NOTED  
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 File: NEPTUNE

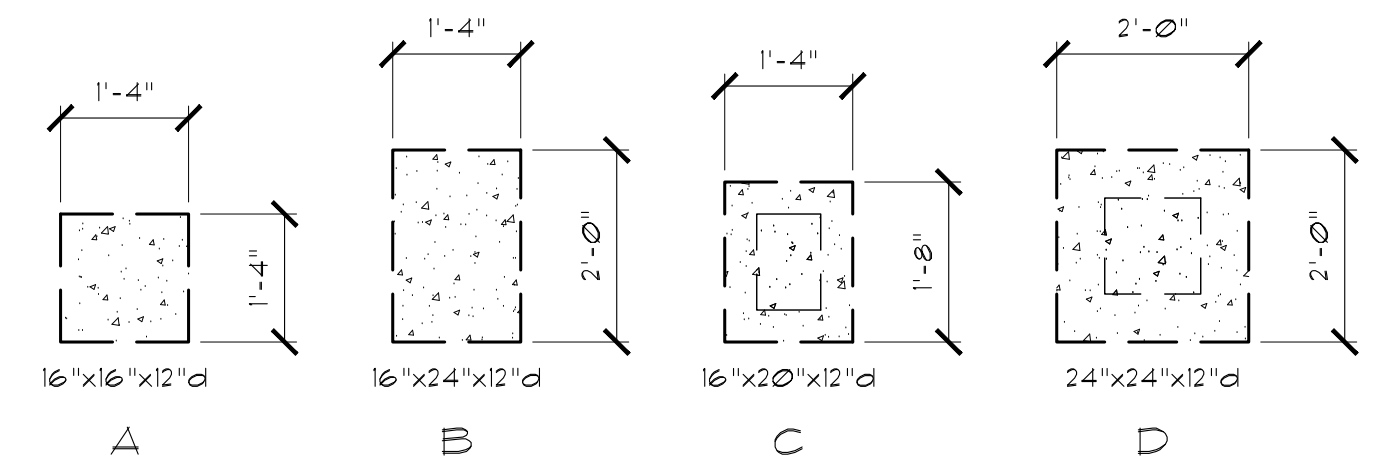
SHEET  
 A3



Foundation Plan  
 $\frac{3}{16} = 1'-0''$



Foundation Details  
 $\frac{1}{2} = 1'-0''$

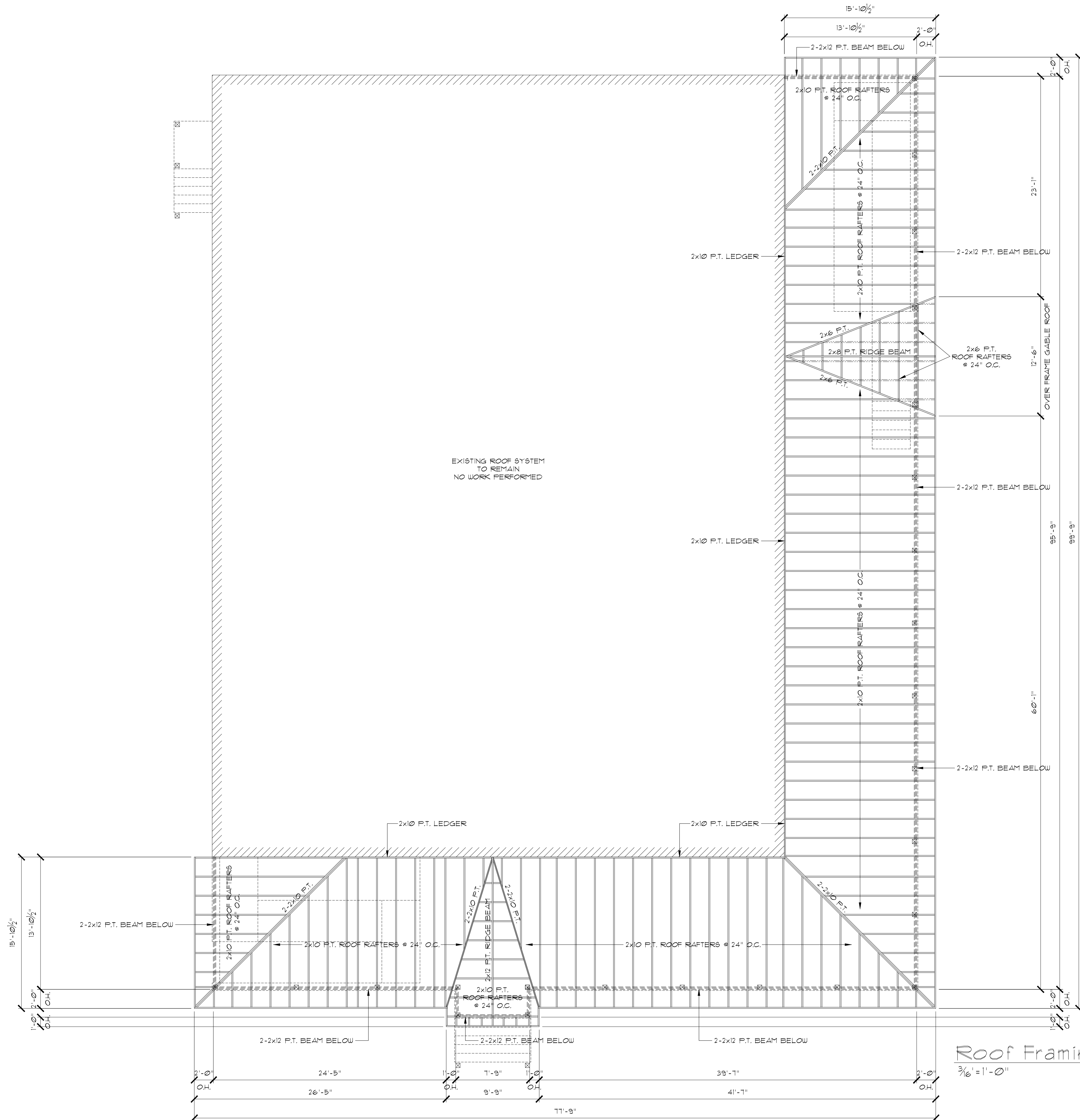


Footing Types  
 $\frac{1}{2} = 1'-0''$

NOTE:  
 CONTRACTOR/BUILDER  
 SHALL FIELD VERIFY  
 ALL DIMENSIONS AND CONDITIONS  
 PRIOR TO CONSTRUCTION.







EXISTING ROOF SYSTEM  
TO REMAIN  
NO WORK PERFORMED

Roof Framing Plan

3/16" = 1'-0"

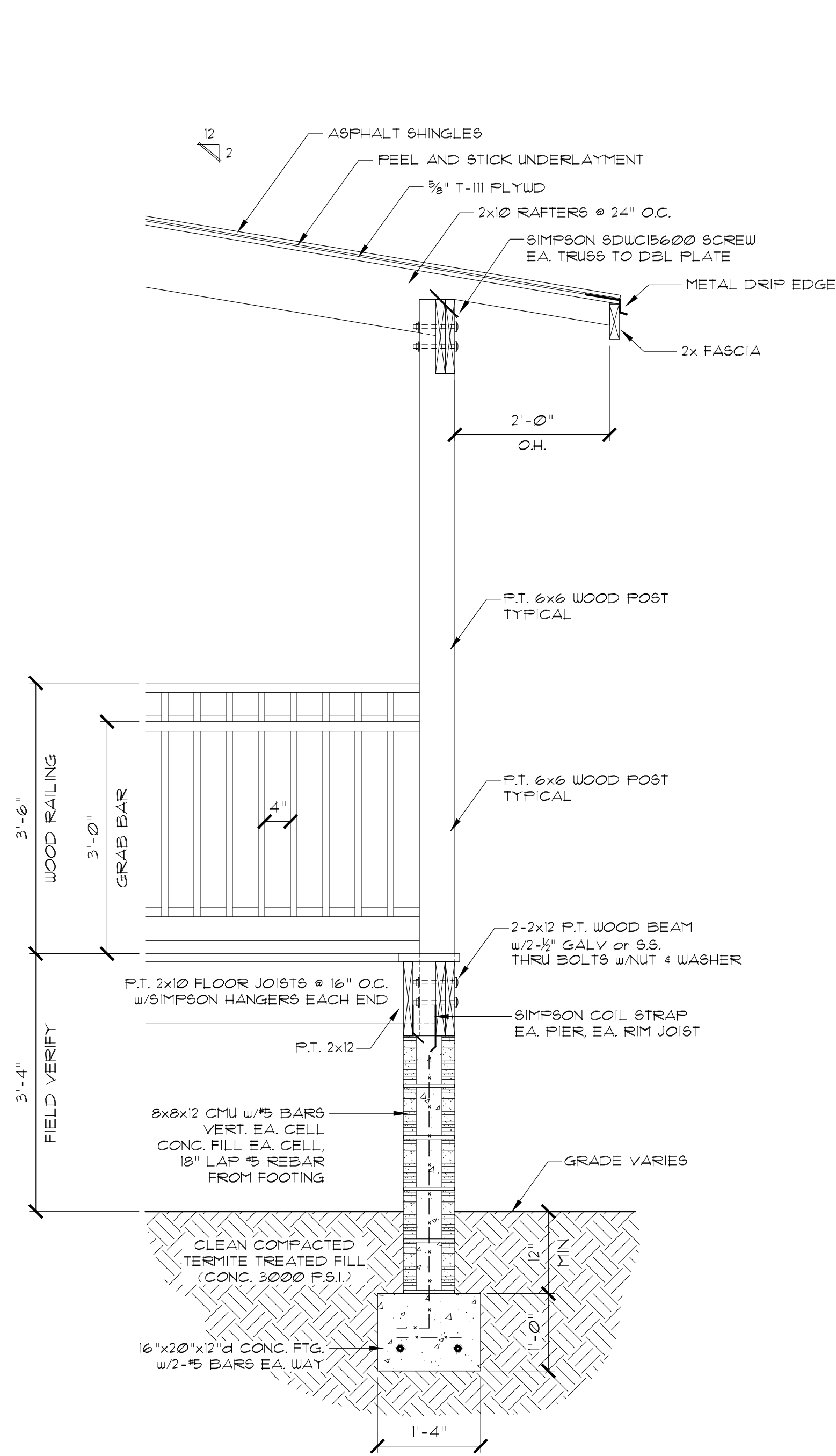
NOTE:  
CONTRACTOR/BUILDER  
SHALL FIELD VERIFY  
ALL DIMENSIONS AND CONDITIONS  
PRIOR TO CONSTRUCTION.

LES THOMAS  
ARCHITECT  
32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

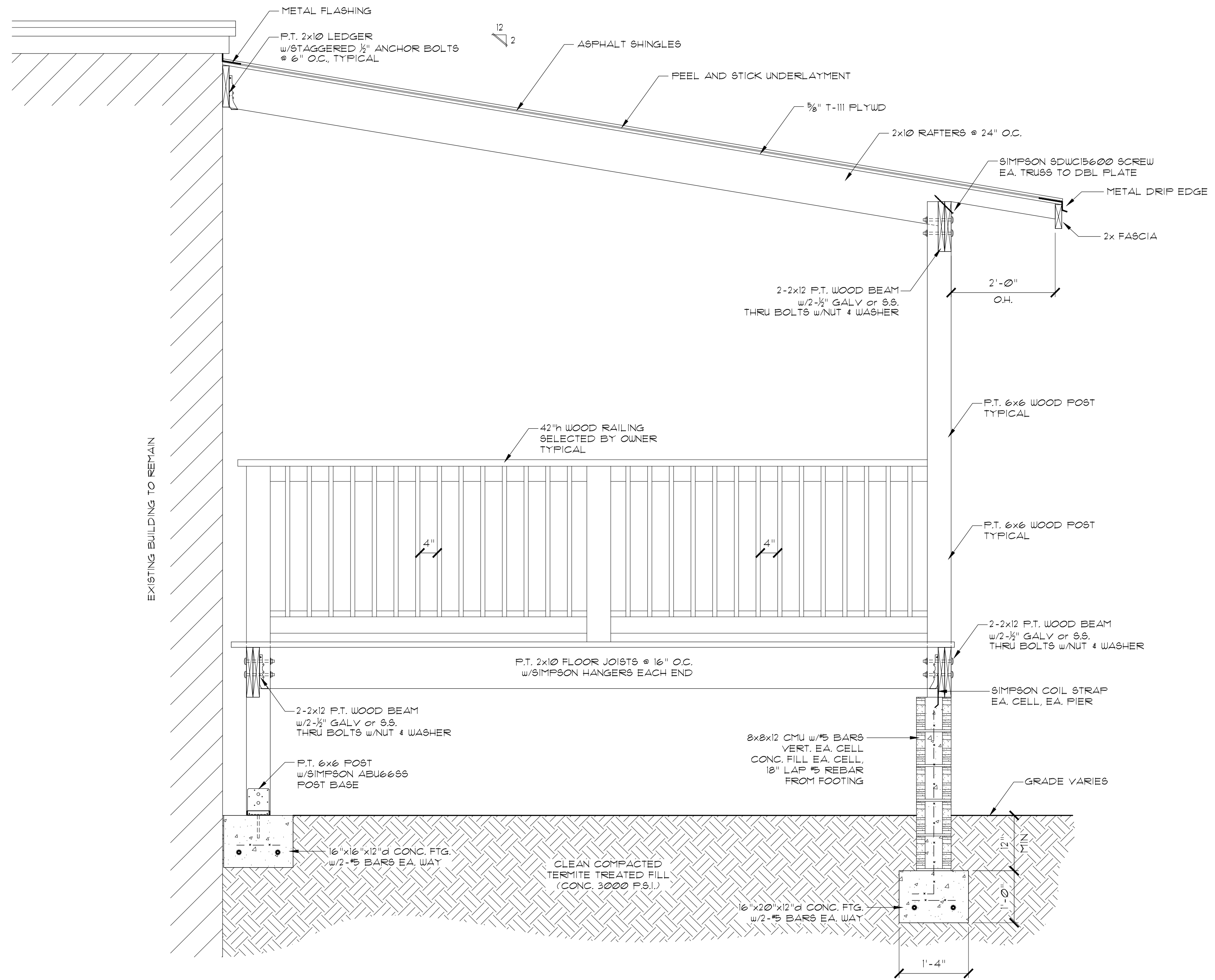
NEW PORCH  
NEPTUNE BEACH COMMUNITY CENTER  
NEPTUNE BEACH, FLORIDA

Date: 4.29.22  
Scale: AS NOTED  
Drawn: MURPHY  
File: NEPTUNE

SHEET  
A6



Ramp Section  
 3/4" = 1'-0"



Typ Section  
 3/4" = 1'-0"

NOTE:  
 CONTRACTOR/BUILDER  
 SHALL FIELD VERIFY  
 ALL DIMENSIONS AND CONDITIONS  
 PRIOR TO CONSTRUCTION.

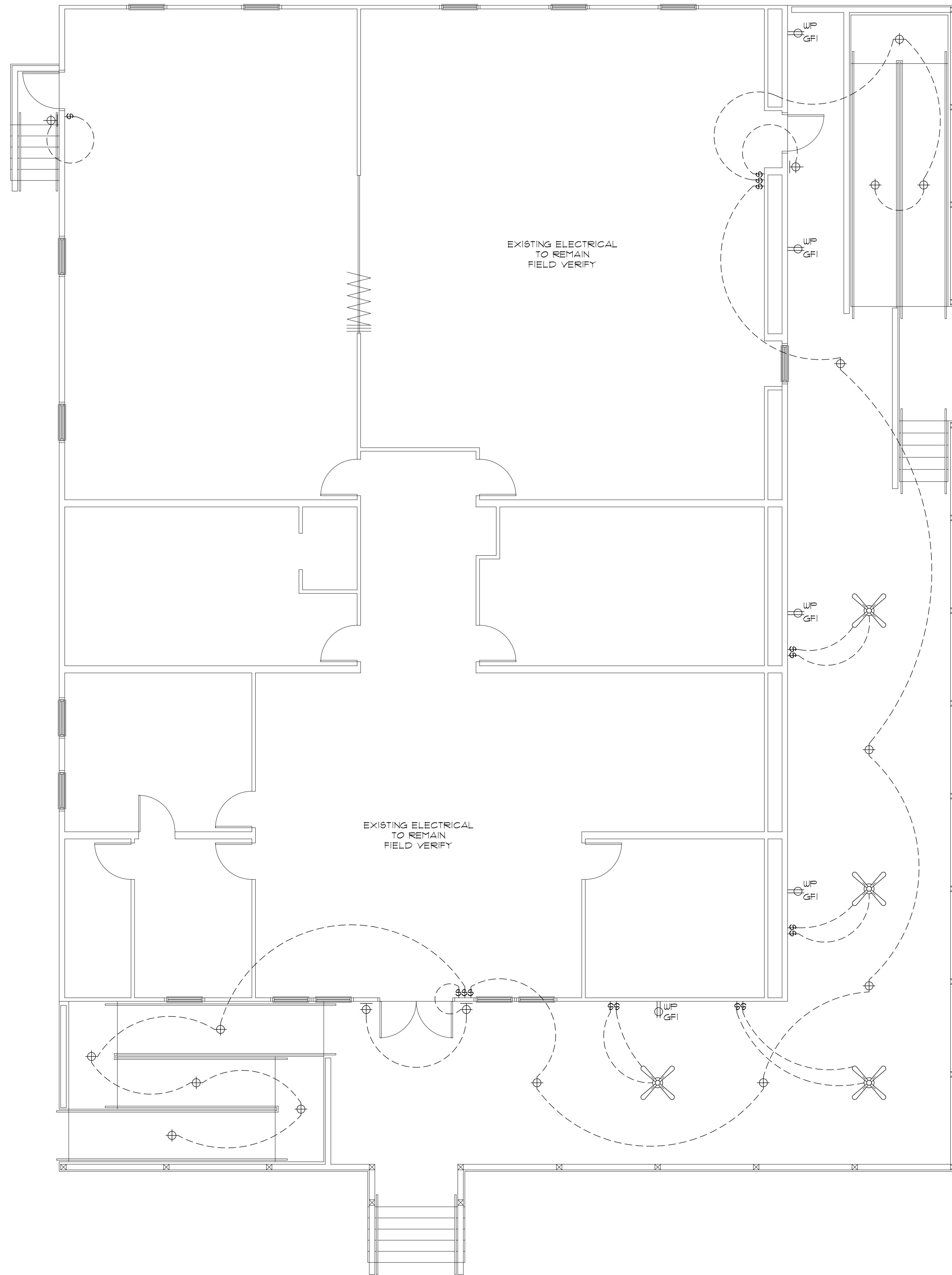
LES THOMAS  
 ARCHITECT  
 32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

NEW PORCH  
 NEPTUNE BEACH COMMUNITY CENTER  
 NEPTUNE BEACH, FLORIDA

Date: 4.29.22  
 Scale: AS NOTED  
 Drawn: MURPHY  
 File: NEPTUNE

SHEET

A7



Electrical Legend

- ⊕ 120V WALL MOUNT DUPLEX RECEPTACLE  
12" AFF. UN.O.
- ⊕ WALL MTD LIGHT, SELECTED BY OWNER
- ⊕ CEILING MTD LIGHT, SELECTED BY OWNER
- ⊕ WALL MOUNTED SWITCH - 48" AFF. UN.O
- GFI w/ GROUND FAULT INTERRUPTER
- WP WEATHER PROTECTED
- ⊕ CEILING MTD FAN WITH LIGHT, SELECTED BY OWNER

Electrical Plan  
 $\frac{3}{16}'' = 1' - 0''$

LES THOMAS  
 ARCHITECT  
 32 CORDOVA ST., ST. AUGUSTINE, FLORIDA 824-9508

NEW PORCH  
 NEPTUNE BEACH COMMUNITY CENTER  
 NEPTUNE BEACH, FLORIDA

Date: 4.29.22  
 Scale: AS NOTED  
 Drawn: MURPHY  
 File: NEPTUNE

SHEET  
 A8

# NEPTUNE BEACH SENIOR COMMUNITY CENTER

2010 FOREST AVENUE  
NEPTUNE BEACH, FLORIDA

PREPARED FOR:

CITY OF NEPTUNE BEACH

**PROJECT TEAM:**

**DEVELOPER:**  
CITY OF NEPTUNE BEACH, FL  
2010 FOREST AVENUE  
NEPTUNE BEACH, FL 32266  
(904) 270-2423

**CIVIL ENGINEER:**  
MAVERICK ENGINEERING  
10 WILLOW WINDS PARKWAY  
ST. JOHNS, FL 32259  
(904) 655-6687  
ATTN: JEREMY W. CALLOWAY, PE

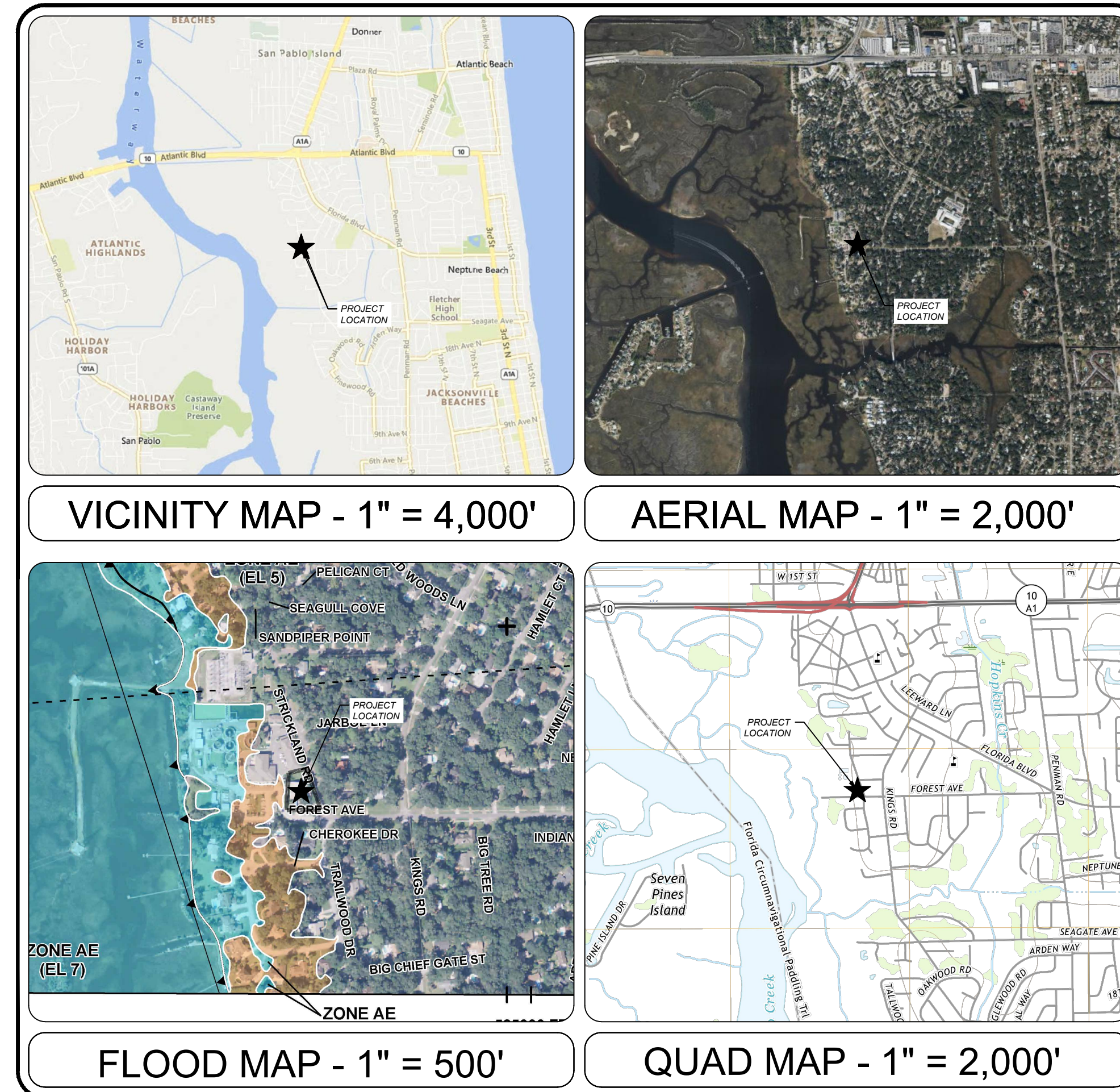
**LANDSCAPE ARCHITECT:**  
MARQUIS LATIMER + HALBACK, INC.  
34 CORDOVA STREET, SUITE A  
ST. AUGUSTINE, FL 32084  
(904) 825-6747  
ATTN: JEREMY MARQUIS, RLA

**ARCHITECT:**  
LES THOMAS ARCHITECT  
32 CORDOVA STREET  
ST. AUGUSTINE, FL 32084  
(904) 824-9508  
ATTN: LES THOMAS, AIA

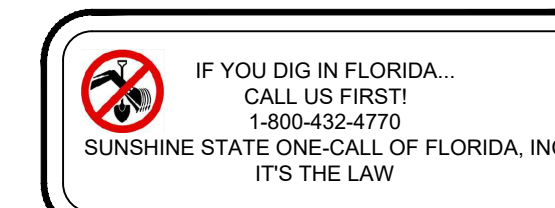
**SURVEYOR:**  
BOATWRIGHT LAND SURVEYORS, INC.  
1500 ROBERTS DRIVE  
JACKSONVILLE BEACH, FL 32250  
(904) 241-8550  
ATTN: JASON D. BOATWRIGHT, PSM

**GENERAL NOTES:**

- (1) SEE SURVEY FOR LEGAL DESCRIPTION
- (2) ALL ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE NORTH AMERICAN GEODETIC VERTICAL DATUM 1988 (NAVD88)
- (3) ANY AND ALL WORK PERFORMED IN CITY OF NEPTUNE BEACH RIGHT-OF-WAYS SHALL BE IN ACCORDANCE WITH APPLICABLE CITY STANDARDS.
- (4) IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT PRIOR TO CONSTRUCTION COMMENCEMENT. IF A DISCREPANCY IS DISCOVERED BETWEEN THE SURVEY, ABOVE AND BELOW GROUND FIELD VERIFICATION, AND/OR APPLICABLE CODES, THE ENGINEER OF RECORD MUST BE NOTIFIED IN WRITING PRIOR TO THE INITIATION OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE ENGINEER OF RECORD SHALL CONSTITUTE FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DETAILED BY THE DRAWINGS AND SPECIFICATIONS AND IN FULL CONFORMANCE WITH APPLICABLE REGULATIONS AND CODES.
- (5) THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO AVOID DAMAGE TO ADJACENT PROPERTY AND EXISTING SITE FEATURES TO REMAIN AND WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE.
- (6) IT IS THE APPLICANT'S RESPONSIBILITY TO SCHEDULE A PRE-CONSTRUCTION/ PRE-PERMIT MEETING WITH CITY OF NEPTUNE BEACH AFTER PLANS ARE RELEASED FOR CONSTRUCTION AND BEFORE STARTING ANY SITE CONSTRUCTION ACTIVITIES.



PREPARED BY:



DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4	SURVEY
5	DEMOLITION & EROSION CONTROL PLAN
6	SITE IMPROVEMENTS PLAN
7	CONSTRUCTION DETAILS
8	SWPPP DETAILS
9	CONTRACTOR CERTIFICATION
L-2.1	HARDSCAPE PLAN
L-2.2	HARDSCAPE DETAILS AND NOTES
L-3.1	LANDSCAPE PLAN AND SCHEDULE
L-3.2	LANDSCAPE NOTES
L-3.3 - L-4.1	LANDSCAPE DETAILS
L-4.1	IRRIGATION PLAN AND SCHEDULE
L-4.2	IRRIGATION DETAILS
L-5.1	IRRIGATION DETAILS
L-5.2	IRRIGATION DETAILS

**REGULATORY AGENCIES:**

CITY OF NEPTUNE BEACH PUBLIC WORKS DEPARTMENT:  
2010 FOREST AVENUE  
NEPTUNE BEACH, FL 32266  
(904) 270-2423

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT:  
7775 BAYMEADOWS WAY, SUITE 102  
JACKSONVILLE, FL 32256  
(904) 424-3410

**FLOOD ZONE:**

THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12031C0408J, DATED NOVEMBER 2, 2018

**PROJECT DATUM: NAVD '88**

**MAVERICK ENGINEERING**  
 10 WILLOW WINDS PARKWAY  
 ST. JOHNS, FLORIDA 32259  
 (904) 655-6687

REVISIONS	
#	DESCRIPTION
1	REVISED PER CLIENT COMMENTS
2	REVISED PER SURVWD COMMENTS

**COVER SHEET**  
**NEPTUNE BEACH SENIOR COMMUNITY CENTER**  
 NEPTUNE BEACH, FLORIDA  
 PREPARED FOR:  
 CITY OF NEPTUNE BEACH

**1**  
 OF 9

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JEREMY W. CALLOWAY, P.E. ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

THE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

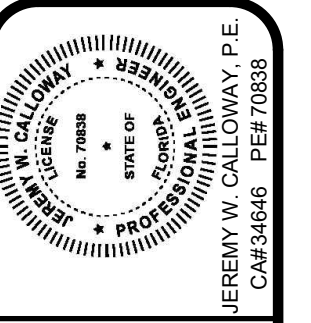
DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
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4	SURVEY
5	DEMOLITION & EROSION CONTROL PLAN
6	SITE IMPROVEMENTS PLAN
7	CONSTRUCTION DETAILS
8	SWPPP DETAILS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JEREMY MARQUIS, RLA ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC COPIES.

THE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G1-16.005, F.A.C.

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
L-2.1	HARDSCAPE PLAN
L-2.2	HARDSCAPE DETAILS AND NOTES
L-3.1	LANDSCAPE PLAN AND SCHEDULE
L-3.2	LANDSCAPE NOTES
L-3.3 - L-4.1	LANDSCAPE DETAILS
L-4.1	IRRIGATION PLAN AND SCHEDULE
L-4.2	IRRIGATION DETAILS
L-5.1	IRRIGATION DETAILS
L-5.2	IRRIGATION DETAILS



**MAVERICK ENGINEERING**  
 10 WILLOW WINDS PARKWAY  
 ST. JOHNS, FLORIDA 32259  
 (904) 655-6687



SIGNATURE SHEET		REVISIONS	
DRAWING BY:	DATE:	#	DESCRIPTION
PET	1/28/2022	1	REVISED PER CLIENT COMMENTS
PET	4/18/2022	2	REVISED PER SJRWMD COMMENTS
JWC	12/09/2021	...	...
...	...	...	...
...	...	...	...
...	...	...	...

**NEPTUNE BEACH SENIOR COMMUNITY CENTER**  
 NEPTUNE BEACH, FLORIDA  
 PREPARED FOR:  
 CITY OF NEPTUNE BEACH

GENERAL NOTES

- 1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE LOCAL GOVERNING BODY OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE WATER MANAGEMENT DISTRICT AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
5. THE CONTRACTOR SHALL INSTALL ALL SEDIMENT AND EROSION CONTROLS PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED, AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
6. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK-GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS: FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
7. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS.
8. ALL UTILITY CONSTRUCTION SHALL MEET THE WATER AND WASTEWATER UTILITY STANDARDS OF THE UTILITY SERVICE PROVIDER IN THE PROJECT AREA.
9. THE CONTRACTOR SHALL WASTE ALL EXCESS EARTH ON SITE AS DIRECTED BY THE ENGINEER.
10. ALL SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNING BODY'S LAND DEVELOPMENT REGULATIONS.
11. CONTRACTOR SHALL REVIEW AND BECOME FAMILIAR WITH ALL REQUIRED UTILITY CONNECTIONS PRIOR TO BIDDING. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS REQUIRED TO COMPLETE CONNECTION TO THE EXISTING UTILITIES. THIS INCLUDES BUT IS NOT LIMITED TO MANHOLE CORING, WET TAPS, PAVEMENT REPAIRS AND DIRECTIONAL BORING.
12. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.
13. CONTRACTOR SHALL REVIEW AND BECOME FAMILIAR WITH ALL REQUIRED UTILITY CONNECTIONS PRIOR TO BIDDING. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS REQUIRED TO COMPLETE CONNECTION TO THE EXISTING UTILITIES. THIS INCLUDES BUT IS NOT LIMITED TO MANHOLE CORING, WET TAPS, PAVEMENT REPAIRS AND DIRECTIONAL BORING.
14. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) AND THE F.O.T. DESIGN STANDARDS (CURRENT EDITION), AWWA SPECIFICATIONS, AND THE LOCAL GOVERNING BODY'S DEVELOPMENT STANDARDS UNLESS OTHERWISE NOTED.
15. IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS AND REPLACE WITH CLEAN COARSE SAND HAVING NO MORE THAN 5% PASSING THE No. 200 SIEVE KVS# = 23.4 FT/DAY.
16. THE CONTRACTOR SHALL NOTIFY THE LOCAL GOVERNING BODY AT LEAST 48 HOURS IN ADVANCE PRIOR TO BEGINNING OF CONSTRUCTION.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION COMMENCEMENT NOTICE AND NOTIFYING THE ENGINEER OF THE CONSTRUCTION SCHEDULE.
18. THE CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AND NO TRESPASSING SIGNS FOR THE DURATION OF CONSTRUCTION.
19. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING.
20. THESE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED IN THE PROJECT AREA. THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHOULD NOTIFY THE ENGINEER IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED STRUCTURE, UTILITY LINE, OR OTHER UNUSUAL CONDITION.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND TO TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION.
22. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWERS, DRAINS, AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.
23. THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING CONSTRUCTION WORK UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC.
24. ALL DEMOLISHED ASPHALT, CONCRETE, PIPE, STRUCTURES AND OTHER DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN A LEGAL MANNER.
25. MAINTAIN 12" VERTICAL SEPARATION BETWEEN ALL POTABLE WATER MAINS AND SANITARY SEWER GRAVITY AND FORCE MAINS.
26. WHERE WATER MAINS CROSS THE SANITARY SEWER, THE SEWER MAIN SHALL BE ENCASED IN CONCRETE FOR A DISTANCE OF 10 FEET BOTH SIDES OF THE WATER MAIN, UNLESS A MINIMUM OF 12" VERTICAL SEPARATION IS MAINTAINED WITH THE WATER ABOVE TO SEWER MAIN.
27. ALL NEW SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36".
28. ALL EXISTING DRIVES, ROADS, CULVERTS, ETC. THAT ARE DAMAGED DURING CONSTRUCTION ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION.
29. ALL DISTURBED AREAS ARE TO BE CLEANED, GRADED AND ROLLED TO ORIGINAL CONTOURS, HYDROSEEDED TO DOT SPECIFICATIONS UNLESS SPECIFICALLY NOTED OTHERWISE. CONTRACTOR SHALL MAINTAIN DISTURBED AREAS UNTIL A SATISFACTORY STAND OF GRASS IS ESTABLISHED WITHOUT BARE SECTIONS OR ERODED AREAS.
30. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED AS-BUILTS BY A LICENSED PLS TO THE EOR FOR REVIEW AND APPROVAL.

EROSION CONTROL NOTES

- 1. THIS EROSION AND SEDIMENTATION CONTROL PLAN COMPLIES WITH THE REQUIREMENTS OF THE "FLORIDA DEVELOPMENT MANUAL" AND THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
2. THE CONTRACTOR SHALL ADHERE TO THE LOCAL GOVERNING BODY, F.D.E.P. AND OTHER GOVERNING AUTHORITIES FOR EROSION AND SEDIMENT CONTROL REGULATIONS. IF THE CONTRACTOR NEEDS TO CHANGE THIS PLAN TO MORE EFFECTIVELY CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL USE BMP'S FROM THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
3. THE CONTRACTOR SHALL ADJUST AND REVISE THIS PLAN TO MEET ACTUAL FIELD CONDITIONS. ANY REVISIONS SHALL BE APPROVED BY THE REVIEWING AGENCIES.
4. SEDIMENT AND EROSION CONTROL FACILITIES, STORM DRAINAGE FACILITIES AND DETENTION BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL AND REPLACED AS NECESSARY.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETE AND UNTIL A PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
7. ALL OPEN DRAINAGE SWALES SHALL BE GRASSSED AND RIPRAP SHALL BE PLACED AS REQUIRED TO CONTROL EROSION.
8. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING PROJECT LIMITS.
9. CONTRACTOR SHALL PLACE A DOUBLE ROW OF SILT FENCE IN AREAS WHERE RUNOFF FROM DISTURBED AREAS MAY ENTER WETLANDS.
10. DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE, ALL STRUCTURES SHALL BE CLEANED OF ALL DEBRIS AND EXCESS SEDIMENT.
11. ALL GRADED AREAS SHALL BE STABILIZED IMMEDIATELY WITH A TEMPORARY FAST-GROWING COVER AND/OR MULCH.
12. A PAD OF RUBBLE RIP RAP SHALL BE PLACED AT THE BOTTOM OF ALL COLLECTION FLUMES AND COLLECTION PIPE OUTLETS. GRANITE OR LIMESTONE RIPRAP IS REQUIRED, NO BROKEN CONCRETE WILL BE ACCEPTED.
13. ALL SIDE SLOPES STEEPER THAN 3:1 SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF HAY BALES OR SODDING.
14. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED

AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN DAYS.

- 15. ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY CONTRACTOR.
16. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPS.
17. EXCESS DIRT SHALL BE REMOVED DAILY.
18. THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.
19. QUALIFIED PERSONNEL SHALL INSPECT THE AREA USED FOR STORAGE OF STOCKPILES, THE SILT FENCE AND STRAW BALES, THE LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE, AND THE DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCHES OR GREATER.
20. SITES THAT HAVE BEEN FINALLY STABILIZED WITH SOD OR GRASSING SHALL BE INSPECTED AT LEAST ONCE EVERY WEEK.

RIGHT-OF-WAY CONSTRUCTION NOTES

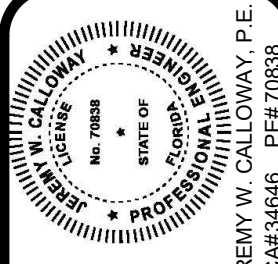
ALL WORK IN THE COUNTY RIGHT OF WAY SHALL CONFORM TO THE FOLLOWING:

- 1. CONTRACTOR SHALL NOTIFY THE COUNTY PUBLIC WORKS DEPT. 24 HOURS IN ADVANCE OF STARTING PROPOSED WORK.
2. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT STANDARD INDEXES.
3. ALL DISTURBED AREAS IN THE COUNTY RIGHT OF WAY NOT RESTORED AS PAVEMENT SHALL BE SODDED.
4. RPM'S SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX 17352.
5. ALL PERMANENT STRIPINGS IN COUNTY R.O.W. SHALL BE THERMOPLASTIC.

WATER AND SEWER NOTES

- 1. ALL UTILITY CONSTRUCTION SHALL MEET THE UTILITY PROVIDER AND LOCAL GOVERNING BODY'S WATER AND WASTEWATER UTILITY STANDARDS.
2. THE CONTRACTOR SHALL MAINTAIN EXISTING WATER MAINS IN SERVICE DURING CONSTRUCTION. IN THE EVENT INTERRUPTIONS TO SERVICE ARE REQUIRED DURING CONSTRUCTION, SUCH INSTANCES SHALL BE MINIMIZED.
3. ALL NEW OR RELOCATED WATER MAINS THAT SERVE FIRE HYDRANTS AND ALL FIRE HYDRANT LEADS SHALL BE NO SMALLER THAN SIX INCHES IN DIAMETER. AUXILIARY VALVES SHALL BE PROVIDED ON ALL HYDRANT LEADS.
4. SUFFICIENT VALVES SHALL BE PROVIDED IN NEW AND RELOCATED WATER MAINS SO THAT INCONVENIENCE AND SANITARY HAZARDS WILL BE MINIMIZED DURING REPAIRS. (VALVES SHALL BE PLACED IN NO MORE THAN 500-FOOT INTERVALS IN COMMERCIAL DISTRICTS AND AT NO MORE THAN ONE-BLOCK OR 800-FOOT INTERVALS IN OTHER DISTRICTS.)
5. IF THERE ARE ANY NEW OR RELOCATED WATER MAINS THAT CROSS UNDER ANY SURFACE WATER, A MINIMUM COVER OF TWO FEET SHALL BE PROVIDED OVER THE WATER MAIN PIPE AT EACH SURFACE WATER CROSSING, AND IF THE SURFACE WATER IS GREATER THAN 15 FEET IN WIDTH, THE FOLLOWING FEATURES SHALL BE PROVIDED: (A) FLEXIBLE WATER TIGHT JOINTS FOR THE WATER MAIN PIPE AT THE CROSSINGS, (B) EASILY ACCESSIBLE VALVES LOCATED IN A MANHOLE, AND (C) PERMANENT TAPS ON EACH SIDE OF THE VALVE WITHIN THE MANHOLE TO ALLOW FOR SAMPLING AND INSERTION OF A SMALL METER TO DETERMINE LEAKAGE.
6. PROPER BACKFLOW-PREVENTION ASSEMBLIES/DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH RULE 62-555.360, F.A.C. AND THE AWWA'S MANUAL M4, RECOMMENDED PRACTICE FOR BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL.
7. THIS PROJECT SHALL NOT INCLUDE ANY INTERCONNECTION BETWEEN PREVIOUSLY SEPARATE PUBLIC WATER SYSTEMS THAT HAVE SEPARATE WATER SUPPLY SOURCES. (A SPECIFIC CONSTRUCTION PERMIT IS REQUIRED FOR SUCH AN INTERCONNECTION.)
8. ALL NEW RELOCATED WATER LATERALS THAT CROSS ANY SANITARY SEWERS, STORM SEWERS, FORCE MAINS, OR RECLAIMED WATER LINES SHALL CROSS ABOVE SUCH PIPELINES.
9. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY MEETING THE REQUIREMENTS OF CHAPTER 61G17 F.A.C. FOR THE POTABLE WATER MAIN EXTENSION AND THE SANITARY SEWER MAIN EXTENSIONS. INCLUDE HORIZONTAL AND VERTICAL DIMENSIONAL DATA SO THAT IMPROVEMENTS ARE LOCATED AND DELINEATED RELATIVE TO THE BOUNDARY. PROVIDE SUFFICIENT DETAILED DATA TO DETERMINE WHETHER THE IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. SUBMIT THE SURVEY TO THE ENGINEER IN DIGITAL AUTOCAD FORMAT.
10. COPPER TRACER WIRE SHALL BE PLACED ON ALL POTABLE WATER LINES AND WATER LATERALS. TRACER WIRE SHALL BE CONTINUOUS WITH NO INTERRUPTIONS.
11. LOCATOR BALLS SHALL BE PROVIDED AT END OF ALL WATER AND SANITARY SEWER LATERALS. THE LOCATOR BALLS SHALL BE SECURED TO THE LATERALS WITH A PLASTIC TIE STRAP.
12. WATER AND SANITARY SEWER LATERALS SHALL BE LEFT UNCOVERED UNTIL INSPECTED BY THE ENGINEER OR THE ENGINEER'S INSPECTOR.
13. CONTRACTOR SHALL PROVIDE TEMPORARY STAKES (2" BY 2" WOODEN STAKES) AT THE END OF EACH LATERAL. EACH STAKE SHALL INDICATE EITHER WATER OR SANITARY SEWER LATERAL. CONTRACTOR SHALL MAINTAIN THE STAKES UNTIL AN AS-BUILT SURVEY OF WATER AND SANITARY SEWER MAINS AND LATERALS ARE COMPLETE AND APPROVED BY THE ENGINEER.
14. MEGALUG MECHANICAL JOINT RESTRAINTS OR SERIES 1390 UNI-FLANGE BLOCK BUSTER RESTRAINT DEVICES SHALL BE USED WITH MANUFACTURER'S RECOMMENDATIONS. ALL RESTRAINED JOINTING MUST BE LEFT OPEN UNTIL VIEWED BY THE CITY INSPECTOR.
15. FOR SANITARY SEWER PERFORM HYDROSTATIC TEST. ALLOWABLE LEAKAGE IS A MAXIMUM OF 50 GAL. PER INCH OF NOMINAL PIPE SIZE PER MILE OF PIPE, DURING A 24-HOUR PERIOD. OPTION: TEST DUCTILE-IRON PIPING ACCORDING TO AWWA C600, SECTION "HYDROSTATIC TESTINGS". USE TEST PRESSURE OF AT LEAST 10 PSI. FOR SANITARY SEWERAGE, PERFORM AIR TEST ACCORDING TO UNIFORM.
16. FOR SANITARY SEWERAGE ALIGNMENT, EACH SECTION OF THE COMPLETED SEWER SYSTEM SHALL BE INSPECTED FOR PROPER ALIGNMENT. INSPECTION SHALL CONSIST OF "LAMPING" FROM MANHOLE TO MANHOLE. ANY SECTION OF THE SEWER SYSTEM, WHICH DOES NOT DISPLAY TRUE, CONCENTRIC ALIGNMENT, SHALL BE INSTALLED AT NO ADDITIONAL EXPENSE TO THE OWNER.
17. CLEAN AND DISINFECT WATER DISTRIBUTION PIPING SYSTEMS AND PARTS OF EXISTING SYSTEMS THAT HAVE BEEN ALTERED, EXTENDED OR REPAIRED BEFORE USE. USE PURGING AND DISINFECTING PROCEDURE PRESCRIBED BY AUTHORITIES HAVING JURISDICTION OR USE PROCEDURE PRESCRIBED BY AUTHORITIES HAVING JURISDICTION OR USE PROCEDURE DESCRIBED IN AWWA C651.
18. PVC GRAVITY FLOW SEWER PIPE AND FITTINGS 15 INCH AND SMALLER IN DIAMETER SHALL BE SDR35 PIPE WITH BELL AND SPIGOT GASKET JOINT THAT COMPLIES WITH THE REQUIREMENTS OF ASTM D3034.
19. ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
20. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF INTERNATIONAL STANDARD 61 AS ADOPTED IN RULE 62-555.335, F.A.C. OR OTHER APPLICABLE STANDARDS, REGULATIONS, OR REQUIREMENTS REFERENCED IN PARAGRAPH 62-555.320(3)(B), F.A.C.
21. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL CONTAIN NO MORE THAN 0.8% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LED.
22. ALL WATER PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH (B) 3, F.A.C. UNDERGROUND BLUE AS A PREDOMINANT COLOR. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL. AND UNDERGROUND METAL OR CONCRETE PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPES DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE, FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE SHALL BE PAINTED BLUE OR WILL BE COLOR-CODED OR MARKED LIKE UNDERGROUND PIPE.)
23. SUFFICIENT VALVES SHALL BE PROVIDED ON NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT SO THAT INCONVENIENCE AND SANITARY HAZARDS WILL BE MINIMIZED DURING REPAIRS.
24. ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL HAVE UNPLUGGED, UNDERGROUND DRAINS SHALL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. OR VACUUM-TYPE SANITARY SEWER, CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., OR VACUUM-TYPE SANITARY SEWER, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-10, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
25. NEW OR ALTERED CHAMBERS, PITS, OR MANHOLES THAT CONTAIN VALVES, BLOW-OFFS, METERS, OR OTHER SUCH WATER DISTRIBUTION SYSTEM APPURTENANCES AND THAT ARE INCLUDED IN THIS PROJECT WILL NOT BE CONNECTED DIRECTLY TO ANY SANITARY OR STORM SEWER, AND BLOW-OFFS OR AIR RELIEF VALVES INSTALLED UNDER THIS PROJECT SHALL NOT BE CONNECTED DIRECTLY TO ANY SANITARY OR STORM SEWER.

- 26. NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.
27. A CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT. BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE, AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
28. ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT SHALL BE PROVIDED WITH RESTRAINED JOINTS TO PREVENT MOVEMENT.
29. NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AS INCORPORATED INTO RULE 62-555.330, F.A.C., AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600 AS INCORPORATED INTO RULE 62-555.330.
30. NEW OR ALTERED WATER MAINS, INCLUDING FIRE HYDRANT LEADS AND INCLUDING SERVICE LINES THAT WILL BE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER, SHALL BE DISINFECTED AND BACTERIOLOGICALLY EVALUATED IN ACCORDANCE WITH RULE 62-555.340, F.A.C.
31. NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE INSTALLED IN AREAS WHERE THERE ARE KNOWN AGGRESSIVE SOIL CONDITIONS SHALL BE PROTECTED THROUGH USE OF CORROSION-RESISTANT WATER MAIN MATERIALS, THROUGH ENCASEMENT OF THE WATER MAINS IN POLYETHYLENE, OR THROUGH PROVISION OF CATHODIC PROTECTION.
32. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
33. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT SHALL HAVE A HORIZONTAL DISTANCE OF AT LEAST SIX AND TEN FEET IS PREFERRED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER, EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
34. THE HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS MAY BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST TWELVE INCHES ABOVE THE TOP OF THE SEWER.
35. A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
36. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE THE OTHER PIPELINE. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE THE OTHER PIPELINE.
37. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, SEPARATION DISTANCE SHALL NOT APPLY WHERE A WATER SERVICE PIPE CROSSES A SEWER PIPE, PROVIDED THE WATER SERVICE PIPE IS SLEEVED TO AT LEAST FIVE FEET HORIZONTALLY FROM THE SEWER PIPE CENTERLINE ON BOTH SIDES OF SUCH CROSSINGS PIPE MATERIAL LISTED IN FLORIDA BUILDING CODE SECTION 603.2.
38. NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ABOVE SURFACE WATER SHALL BE ADEQUATELY SUPPORTED AND ANCHORED, PROTECTED FROM DAMAGE AND FREEZING, AND ACCESSIBLE FOR REPAIR OR REPLACEMENT.
39. NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS UNDER SURFACE WATER COURSES GREATER THAN 15 FEET IN WIDTH SHALL HAVE FLEXIBLE OR RESTRAINED, WATERTIGHT PIPE JOINTS AND WILL INCLUDE VALVES AT BOTH ENDS OF THE WATER CROSSING SO THE UNDERWATER MAIN CAN BE ISOLATED FOR TESTING AND REPAIR; THE AFOREMENTIONED ISOLATION VALVES WILL BE EASILY ACCESSIBLE AND WILL NOT BE SUBJECT TO FLOODING; THE ISOLATION VALVE CLOSEST TO THE WATER SUPPLY SOURCE WILL BE IN A MANHOLE, AND PERMANENT TAPS WILL BE PROVIDED ON EACH SIDE OF THE ISOLATION VALVE WITHIN THE MANHOLE TO ALLOW FOR INSERTION OF A SMALL METER TO DETERMINE LEAKAGE FROM THE UNDERWATER MAIN AND TO ALLOW FOR SAMPLING OF WATER FROM THE UNDERWATER MAIN.
40. AIR RELIEF VALVES SHALL BE INSTALLED AT HIGH POINTS IN THE FORCE MAIN AT ANY LOCATIONS HAVING 3' OR GREATER ELEVATION CHANGE WITHIN 100 LF OF LINE.



MAVERICK ENGINEERING
10 WILLOW WINDS PARKWAY
ST. JOHNS, FLORIDA 32259
(904) 655-6687



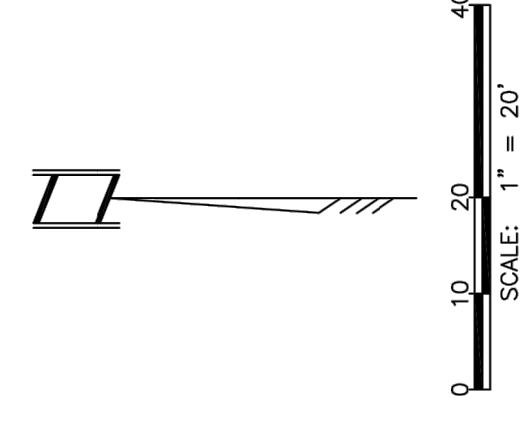
Table with 4 columns: #, DATE, DESCRIPTION, COMMENTS. Row 1: 1, 1/28/2022, REVISION PER CLIENT COMMENTS. Row 2: 2, 4/18/2022, REVISED PER SJRWMD COMMENTS.

GENERAL NOTES
NEPTUNE BEACH SENIOR COMMUNITY CENTER
NEPTUNE BEACH, FLORIDA
PREPARED FOR: CITY OF NEPTUNE BEACH
PROJECT #: 2116

MAP SHOWING SURVEY OF

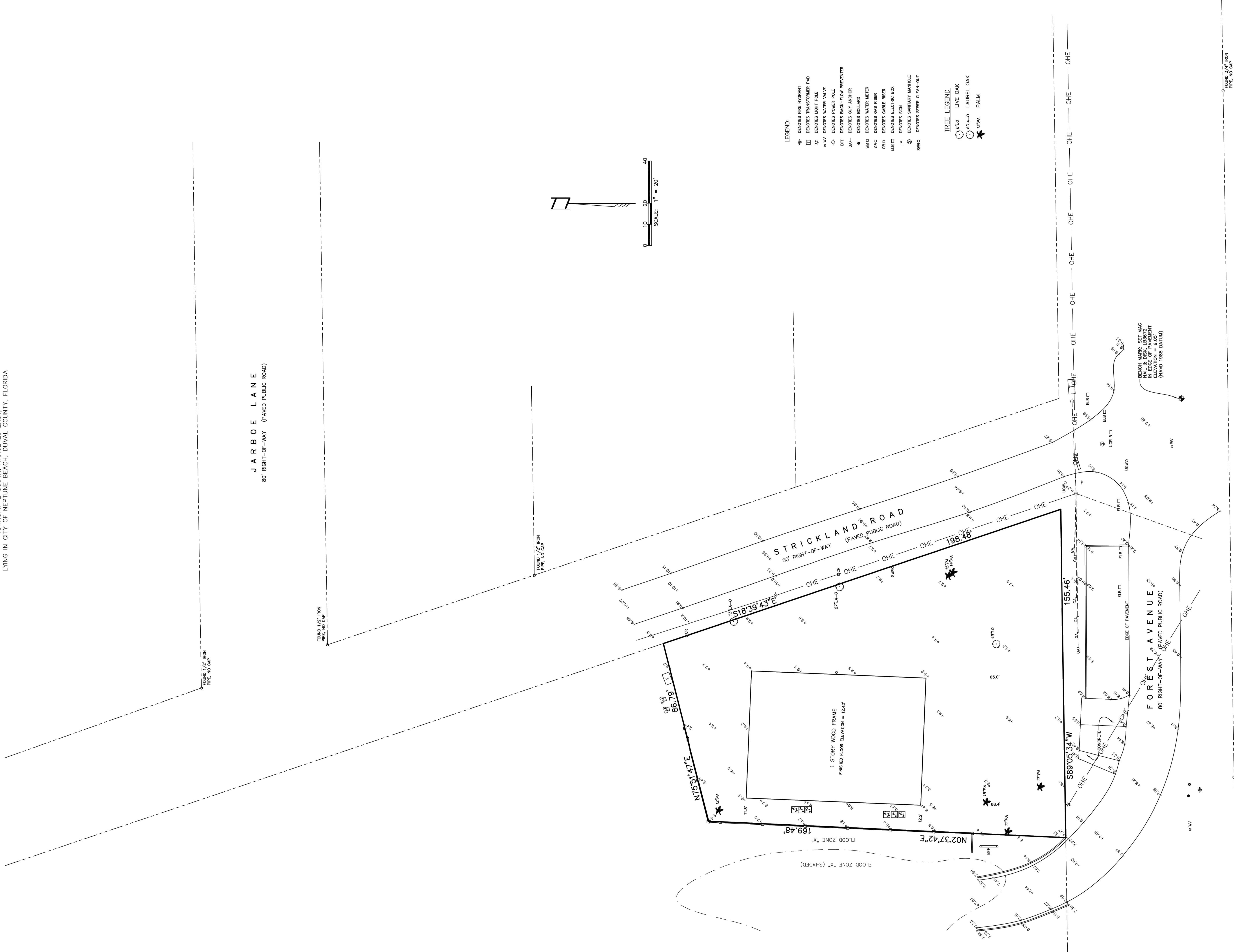
BEING A PORTION OF B. DE CASTRO, Y. FERBER GRANT, SECTION 36,  
TOWNSHIP 25 SOUTH, RANGE 26 EAST,  
LYING IN CITY OF NEPTUNE BEACH, DUVAL COUNTY, FLORIDA

JARBOE LANE  
80' RIGHT-OF-WAY (PAVED PUBLIC ROAD)



- LEGEND:**
- ◆ DENOTES FIRE HYDRANT
  - DENOTES TRANSFORMER PAD
  - ☆ DENOTES LIGHT POLE
  - MV DENOTES WATER VALVE
  - DENOTES WATER PALE
  - BFP DENOTES BACK-FLOW PREVENTER
  - GA- DENOTES GUY ANCHOR
  - DENOTES BOLLARD
  - WM DENOTES WATER METER
  - GRD DENOTES GAS RISER
  - CRD DENOTES CABLE RISER
  - ELB □ DENOTES ELECTRIC BOX
  - ▲ DENOTES SIGN
  - ⊙ DENOTES SANITARY MANHOLE
  - SWHO DENOTES SEWER CLEAN-OUT

- TREE LEGEND:**
- F10 LIVE OAK
  - F14-O LAUREL OAK
  - ★ 177A PALM



NOTES:  
1. THIS IS A TOPOGRAPHIC SURVEY WITH TREE LOCATION.  
2. BEARINGS BASED ON FLORIDA STATE PLANE EAST ZONE  
3. BENCHMARK USED IS A SET MAG NAIL & DISK, LB 3072,  
ELEVATION = 9.05' (N.A.V.D., 1988), ESTABLISHED BY GPS  
OBSERVATIONS USING SPECTRA PRECISION SP 80.

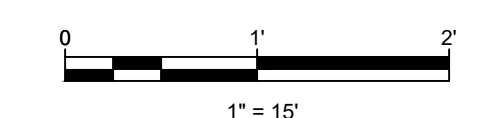
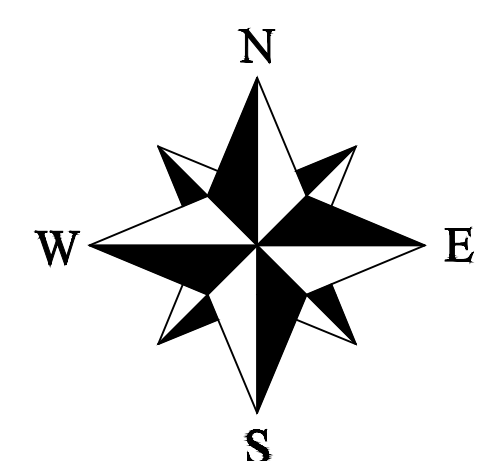
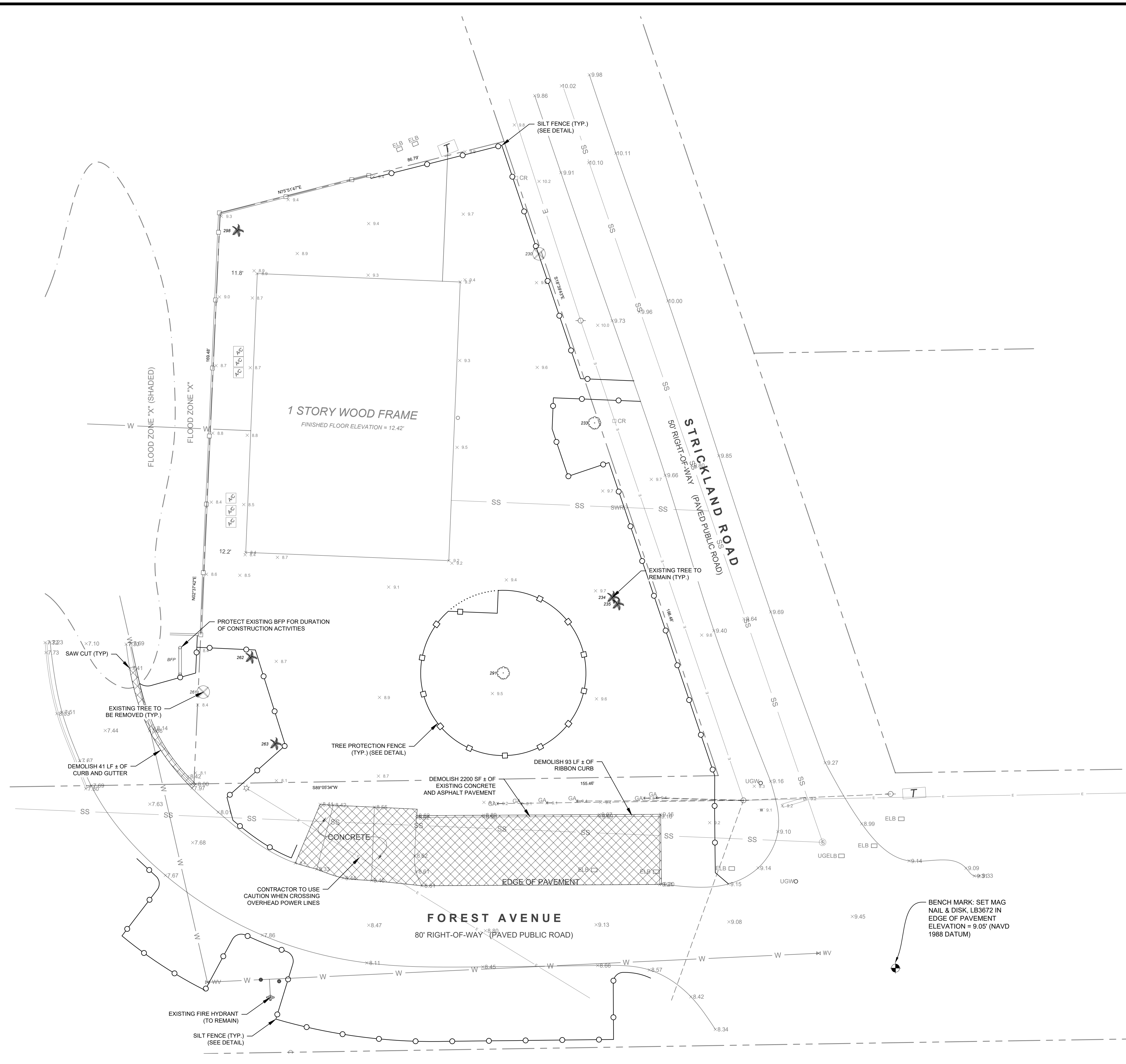
THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE  
"X" (AREA OF MINIMAL FLOOD HAZARD) AND FLOOD  
ZONE "X" (SHADED, AREA OF 0.2% ANNUAL CHANCE OF  
FLOOD HAZARD) AS DETERMINED FROM THE FLOOD  
INSURANCE RATE MAP (FIRM) FOR DUVAL COUNTY, FLORIDA,  
NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS SURVEY IS CERTIFIED TO:  
NEPTUNE BEACH SENIOR CENTER, CITY OF NEPTUNE BEACH

JASON D. BOATWRIGHT, P.S.M.  
FLORIDA LICENSED SURVEYOR AND MAPPER No. LS 7292  
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672

BOATWRIGHT LAND SURVEYORS, inc.  
1500 ROBERTS DRIVE JACKSONVILLE FLORIDA 32218  
DATE: 07/11/2024 10:00 AM



**EXISTING LEGEND**

	PROPERTY / RIGHT OF WAY
	EXISTING EDGE OF PAVEMENT
	EXISTING WALL
	EXISTING OVERHEAD ELECTRIC WIRE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING FLOOD LINE
	EXISTING TREE TO BE REMOVED
	EXISTING OAK TREE TO REMAIN
	EXISTING PALM TREE TO REMAIN

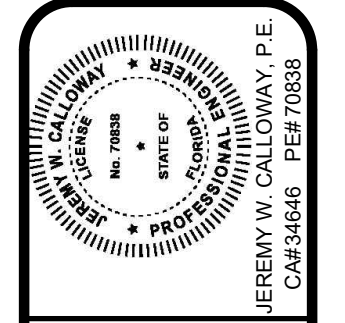
**PROPOSED LEGEND**

	PROPOSED SILT FENCE
	PROPOSED TREE PROTECTION FENCE

**HATCH LEGEND**

	DEMOLISH
--	----------

- GENERAL NOTES:**
- EXISTING FEATURES SHOWN PER SURVEY PROVIDED BY BOATWRIGHT LAND SURVEYORS, INC. AND PER CITY OF NEPTUNE BEACH HISTORICAL RECORDS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING FEATURES PRIOR TO CONSTRUCTION COMMENCEMENT AND NOTIFY ENGINEER OF RECORD IF DISCREPANCIES ARE DISCOVERED.
  - CONTRACTOR SHALL ADHERE TO ALL CITY OF NEPTUNE BEACH EROSION AND SEDIMENTATION CONTROL MEASURES.
  - EXISTING FEATURES SHOWN SHALL REMAIN IN PLACE AND UNHARMED UNLESS OTHERWISE DETAILED IN THESE PLANS.
  - ANY DAMAGED OR REMOVED SIGNAGE DURING CONSTRUCTION ACTIVITIES SHALL BE REINSTALLED OR REPLACED PER CURRENT FDOT DESIGN STANDARDS.
  - CONTRACTOR TO COORDINATE WITH CITY OF NEPTUNE BEACH FOR PLACEMENT OF CONSTRUCTION ENTRANCE. FOR CONSTRUCTION ENTRANCE DETAIL, SEE SHEET 7.



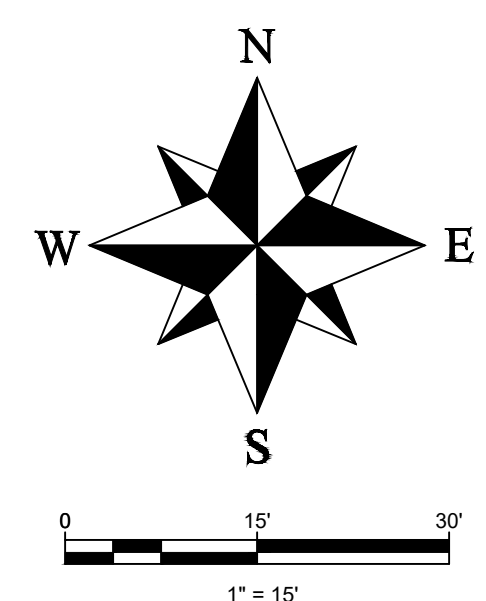
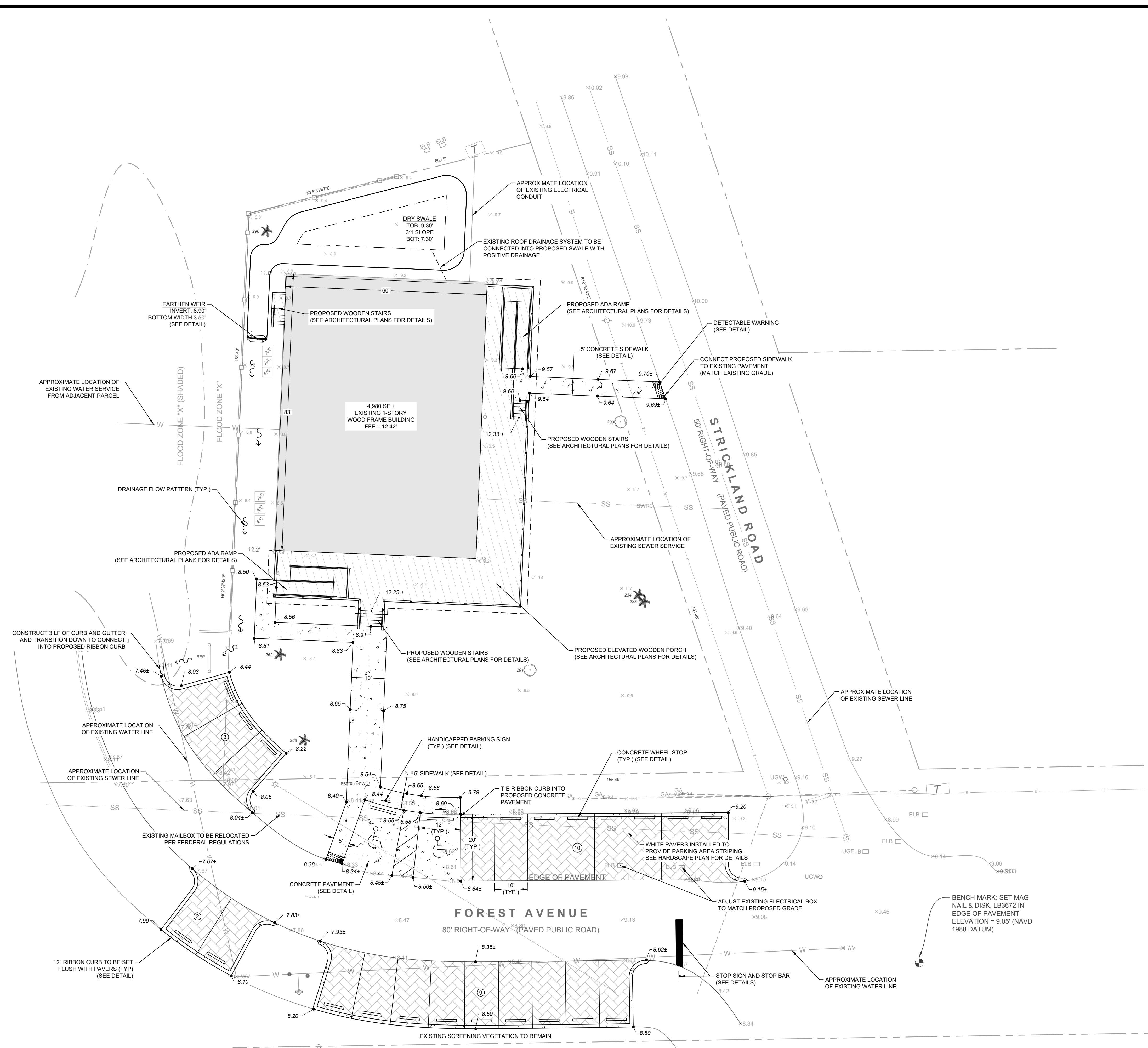
**MAVERICK ENGINEERING**  
 10 WILLOW WINDS PARKWAY  
 ST. JOHNS, FLORIDA 32259  
 (904) 655-6687



REVISIONS	
#	DESCRIPTION
1	REVISION PER CLIENT COMMENTS
2	REVISION PER SJRWMD COMMENTS

**DEMOLITION & EROSION CONTROL PLAN**  
**NEPTUNE BEACH SENIOR COMMUNITY CENTER**  
 NEPTUNE BEACH, FLORIDA  
 PREPARED FOR:  
 CITY OF NEPTUNE BEACH





**EXISTING LEGEND**

---	PROPERTY / RIGHT OF WAY
---	EXISTING EDGE OF PAVEMENT
---	EXISTING WALL
---	EXISTING OVERHEAD ELECTRIC WIRE
---	EXISTING WATER LINE
---	EXISTING SANITARY SEWER LINE
---	EXISTING FLOOD LINE

**HATCH LEGEND**

[Hatch pattern]	CONCRETE
[Hatch pattern]	PERVIOUS PAVERS
[Hatch pattern]	WOOD
[Hatch pattern]	BUILDINGS
[Hatch pattern]	SWALE

**SITE DATA TABLE**

TOTAL PROJECT AREA	21,735 SF	0.50 AC
EXISTING BUILDING	4,980 SF	
PROPOSED OVERHANG	2,582 SF	
PROPOSED PAVEMENT	305 SF	
PROPOSED CONCRETE	803 SF	
TOTAL IMPERVIOUS AREA	8,670 SF	
TOTAL PERVIOUS AREA	13,065 SF	
TOTAL IMPERVIOUS %	40%	
TOTAL PERVIOUS %	60%	
OPEN SPACE	13,065 SF	
FLOOR AREA	2,582 SF	
FLOOR AREA RATIO (FAR)	12%	
ZONING	NR-1	
PARCEL NUMBER(S)	177490-0000	
FLOOD ZONE	X	

**PARKING CALCULATIONS**

GROSS FLOOR AREA	=	1 SPACE PER	250 SF
GROSS FLOOR AREA	=	4,980 SF	20 SPACES
TOTAL REQUIRED	=		20 SPACES
TOTAL PROVIDED	=		24 SPACES
ADA REQUIRED	=		1 SPACES
ADA PROVIDED	=		2 SPACES

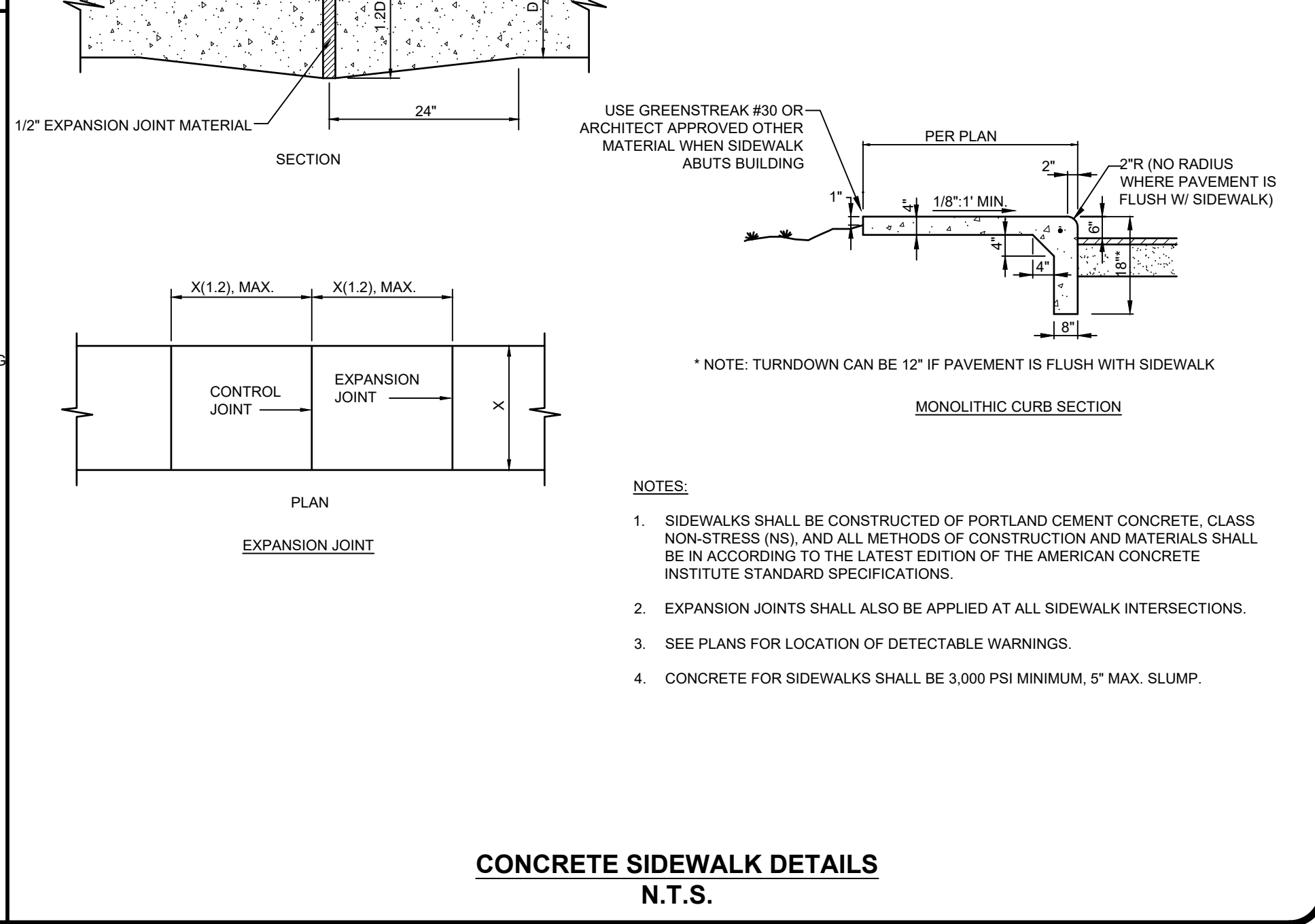
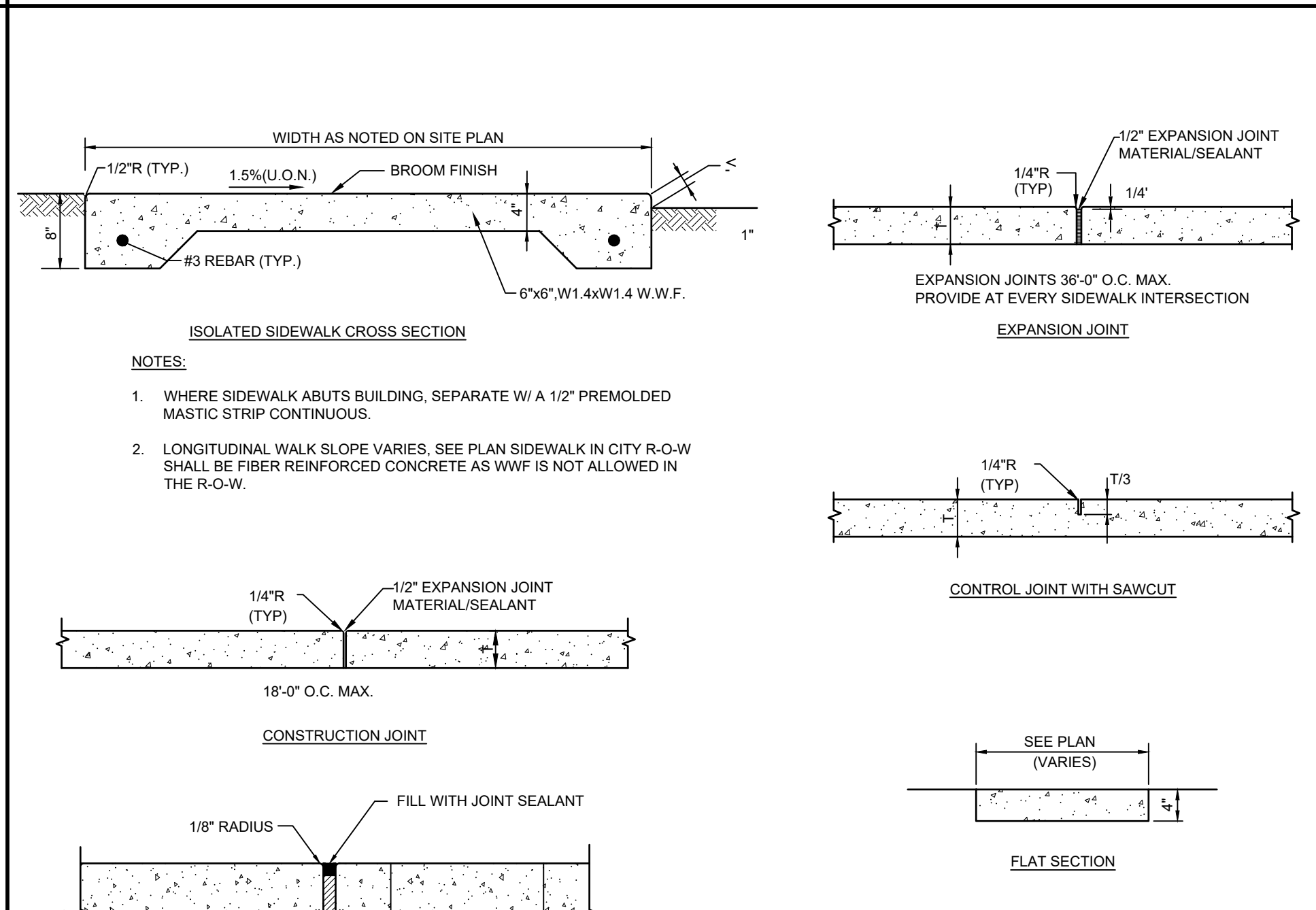
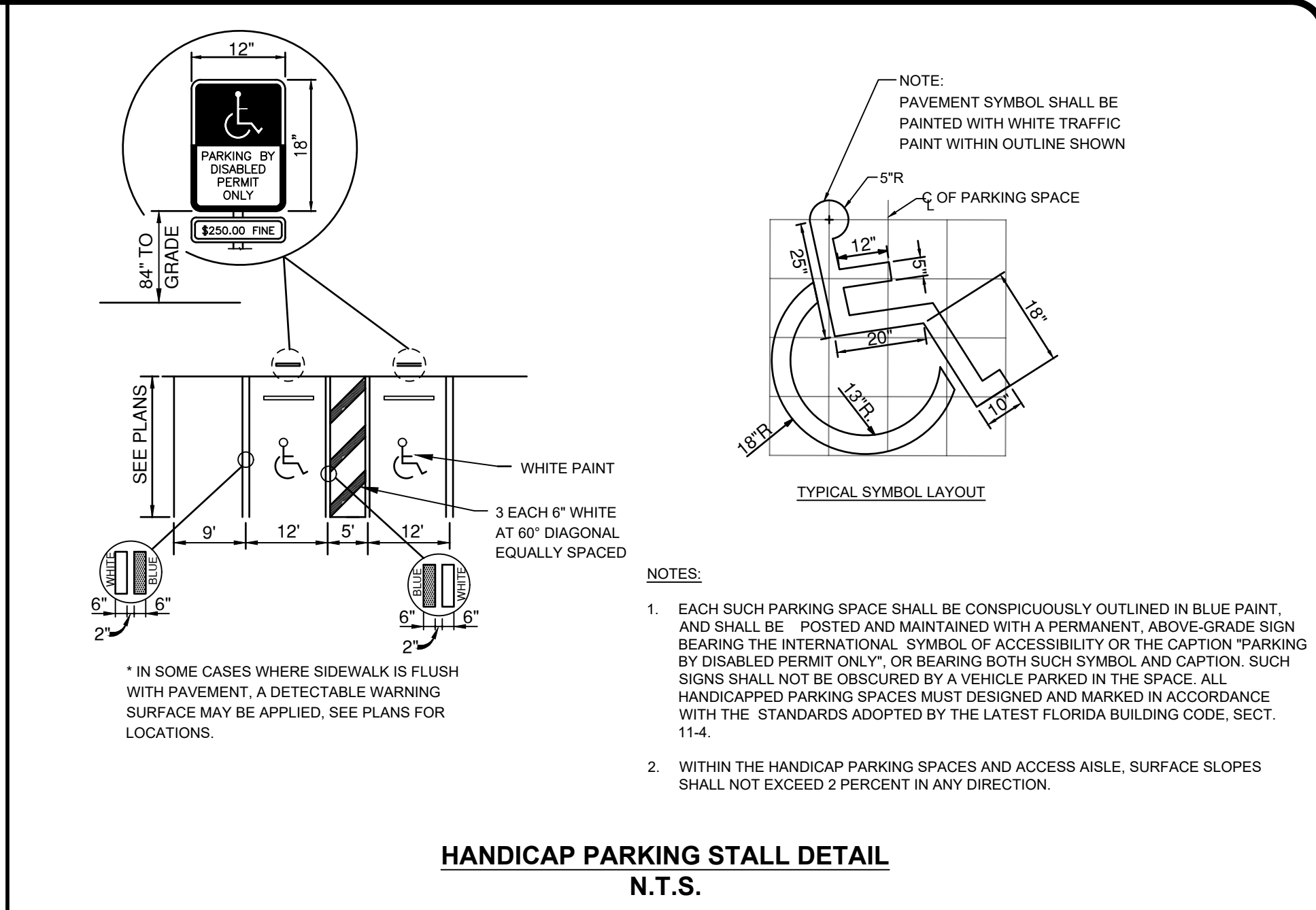
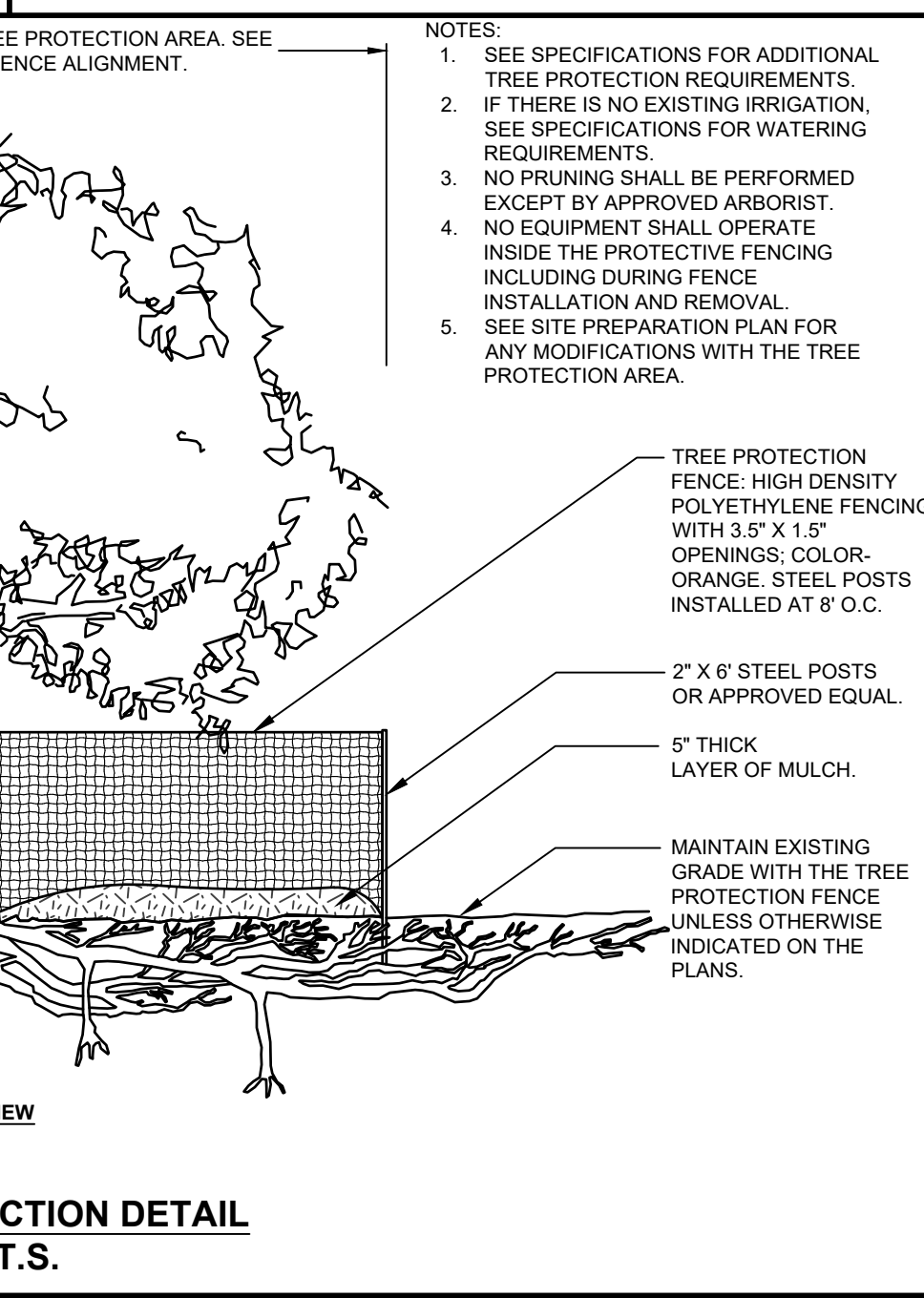
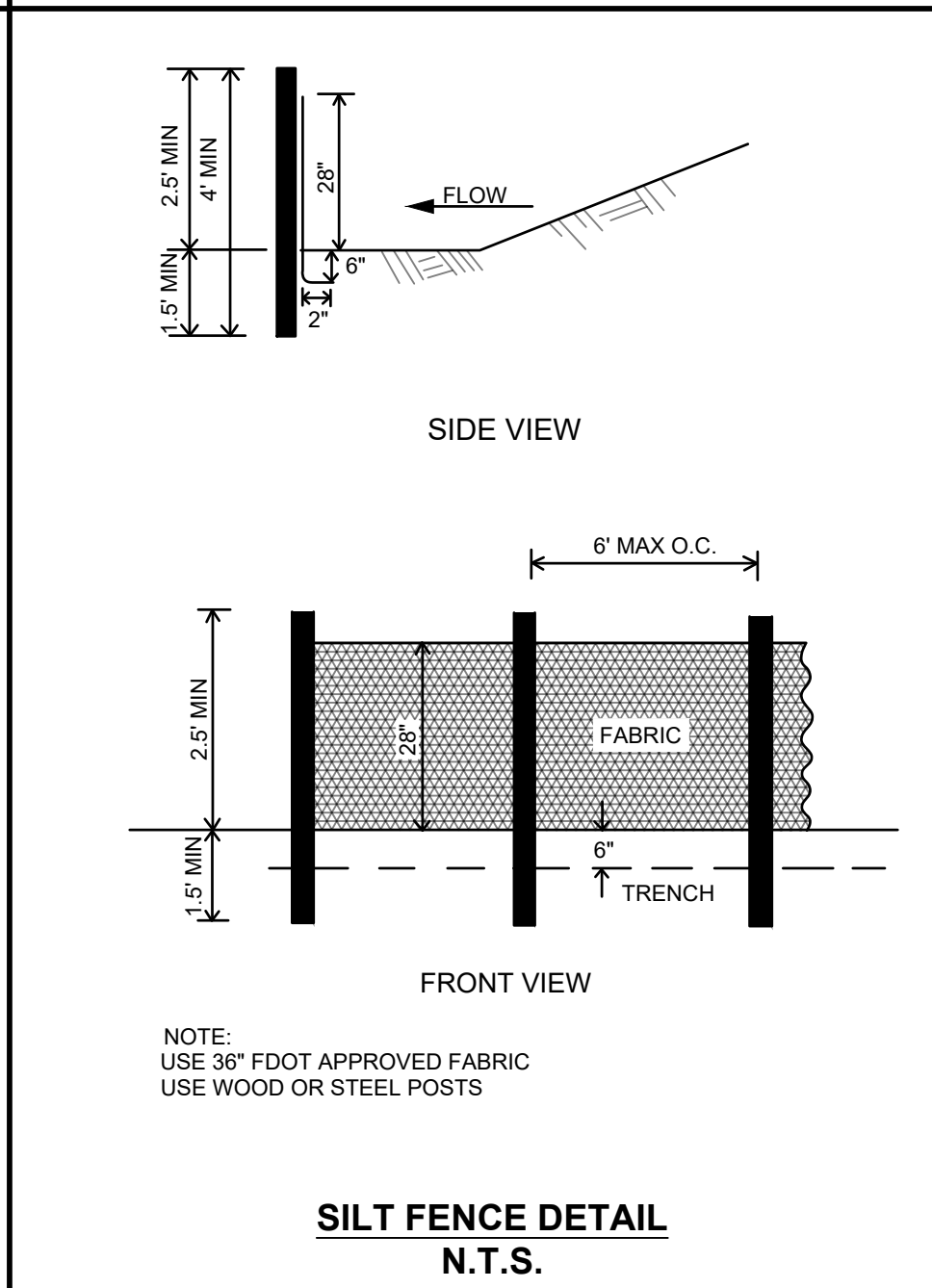
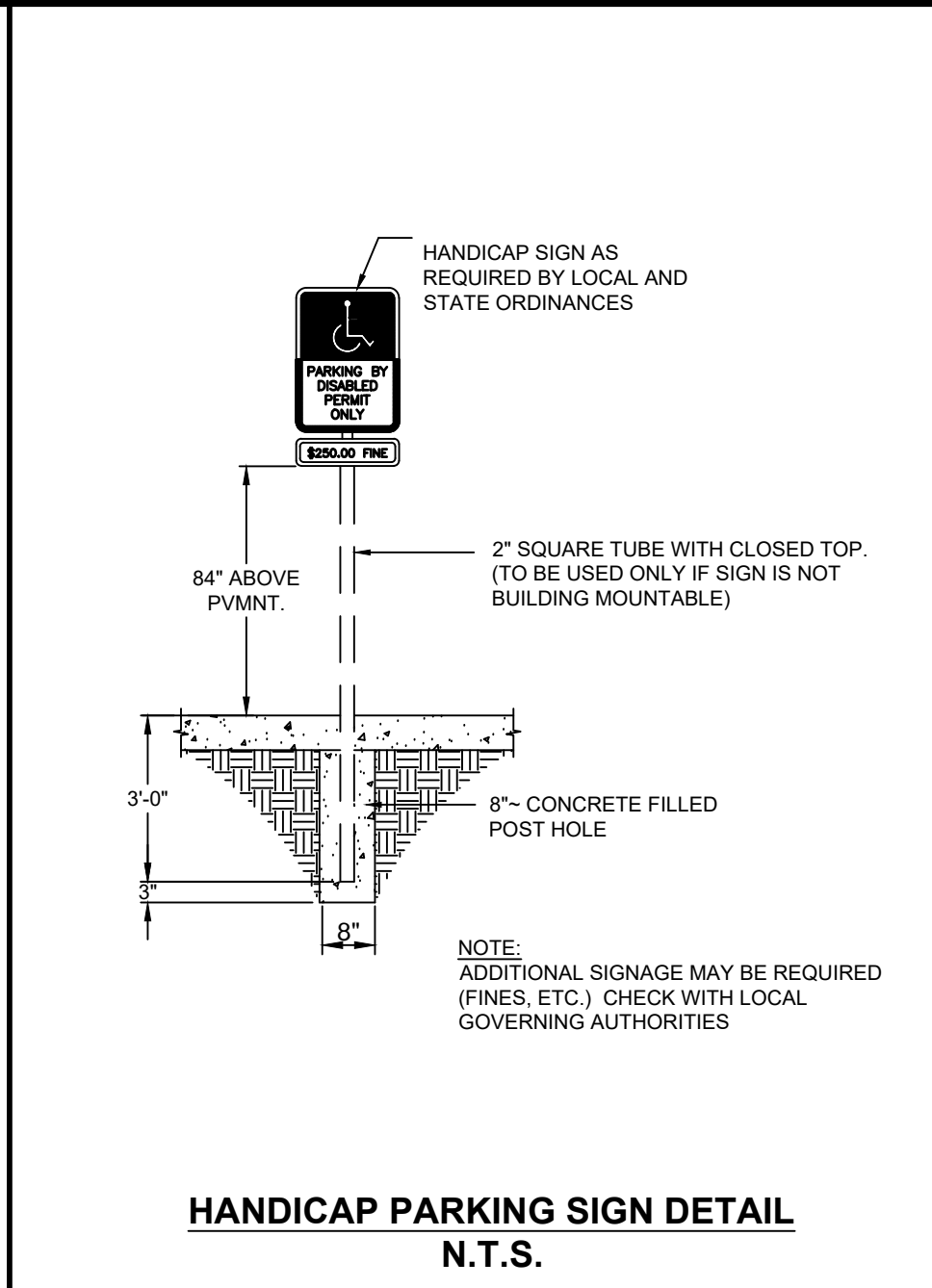
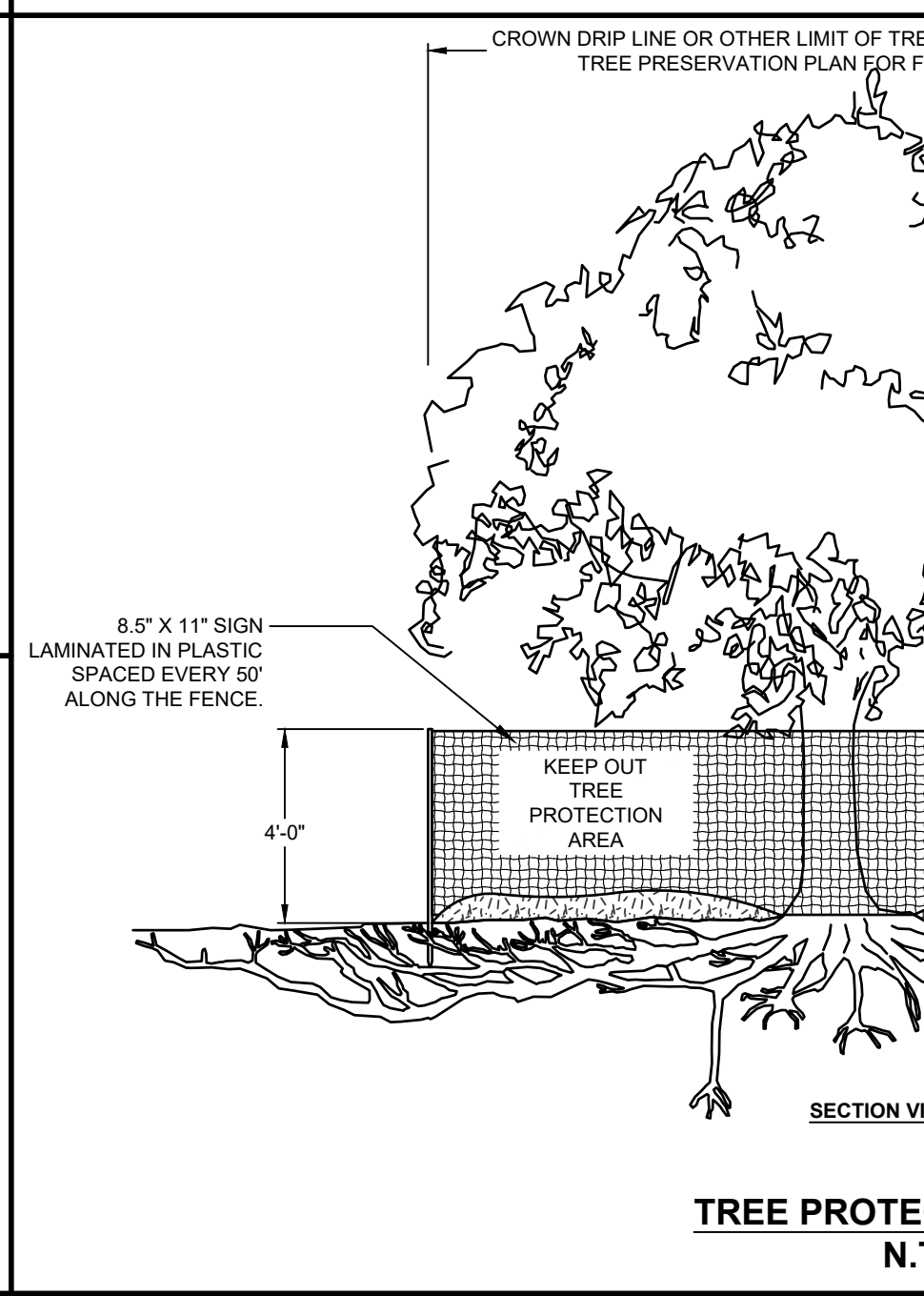
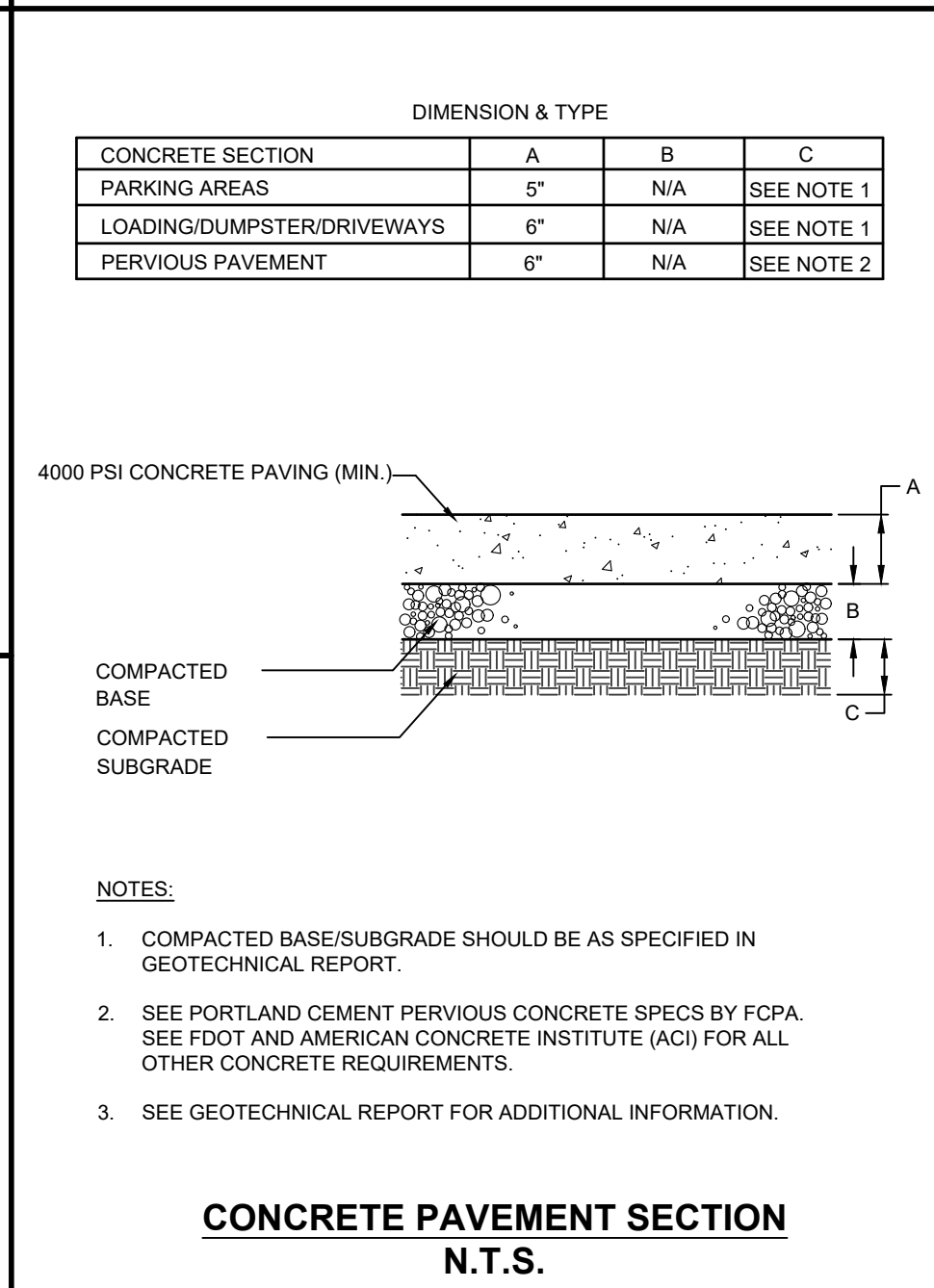
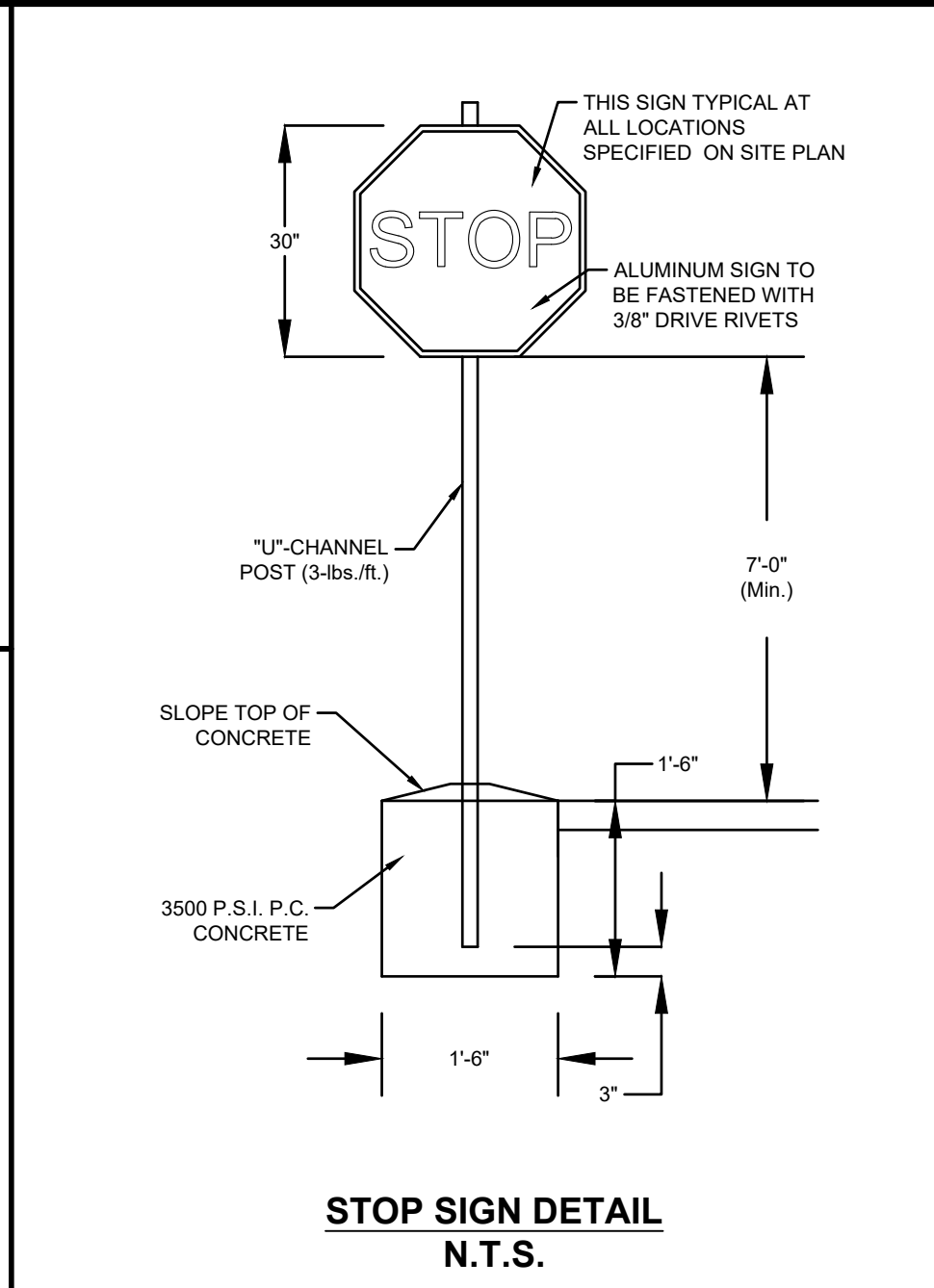
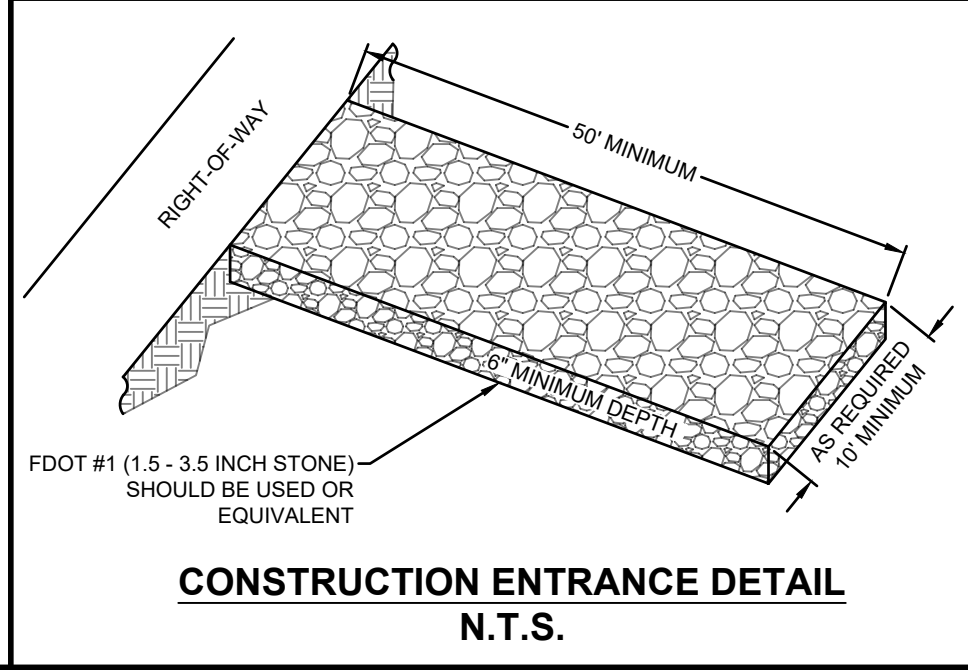
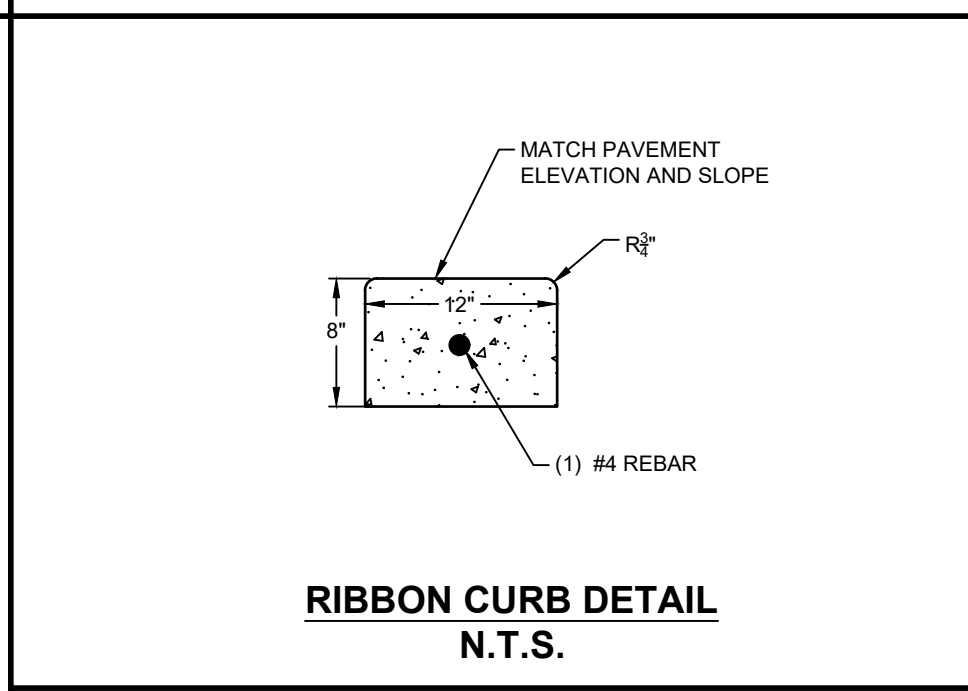
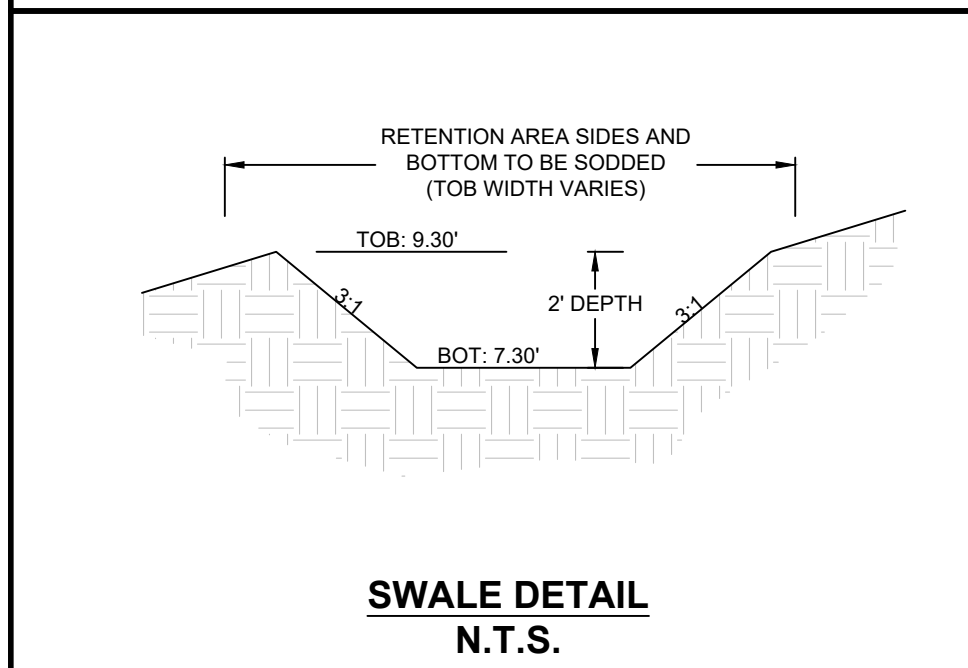
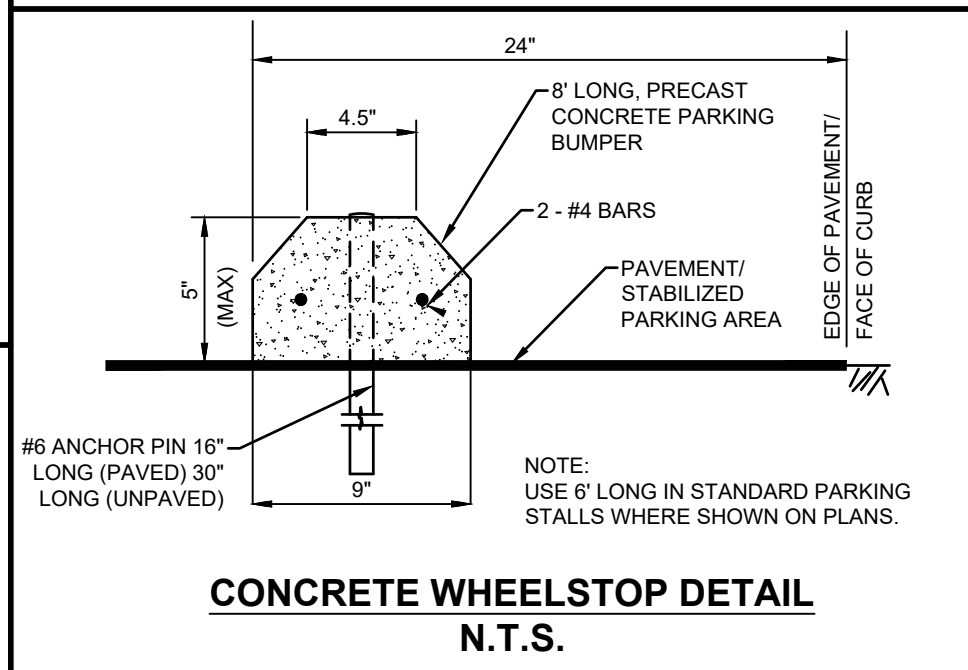
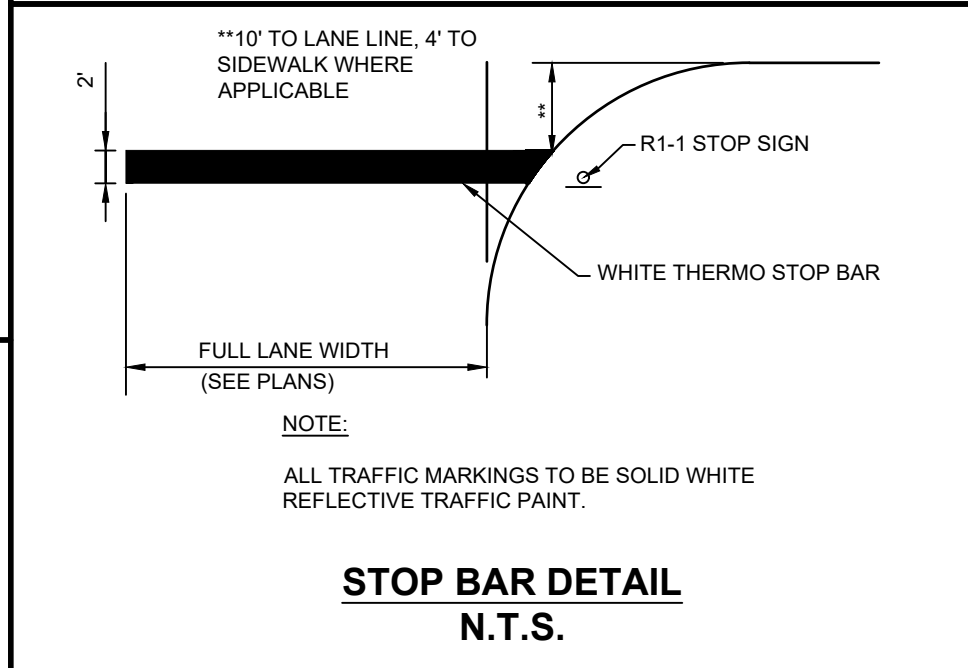
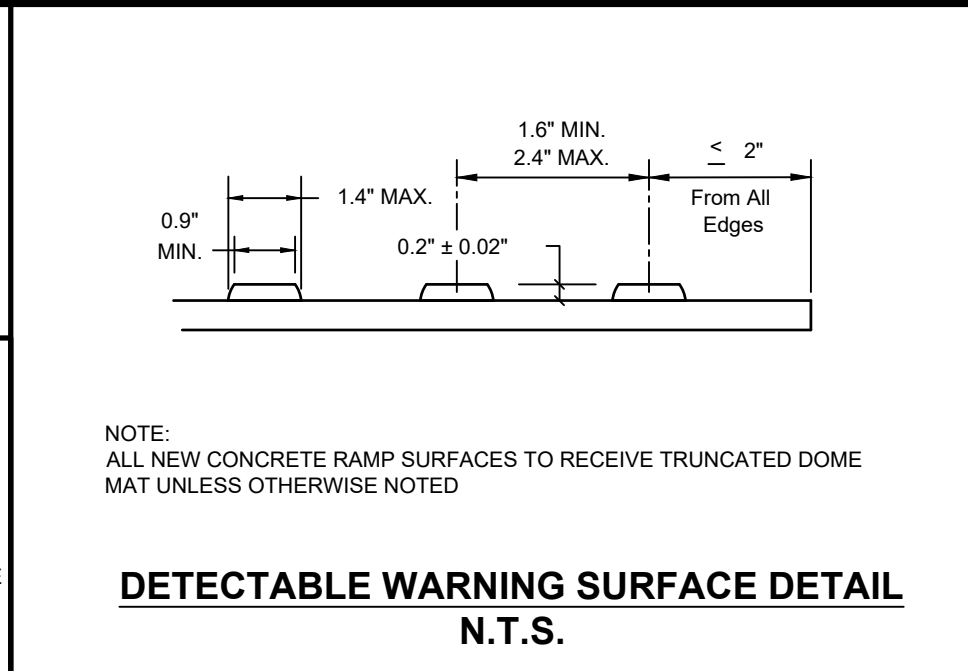
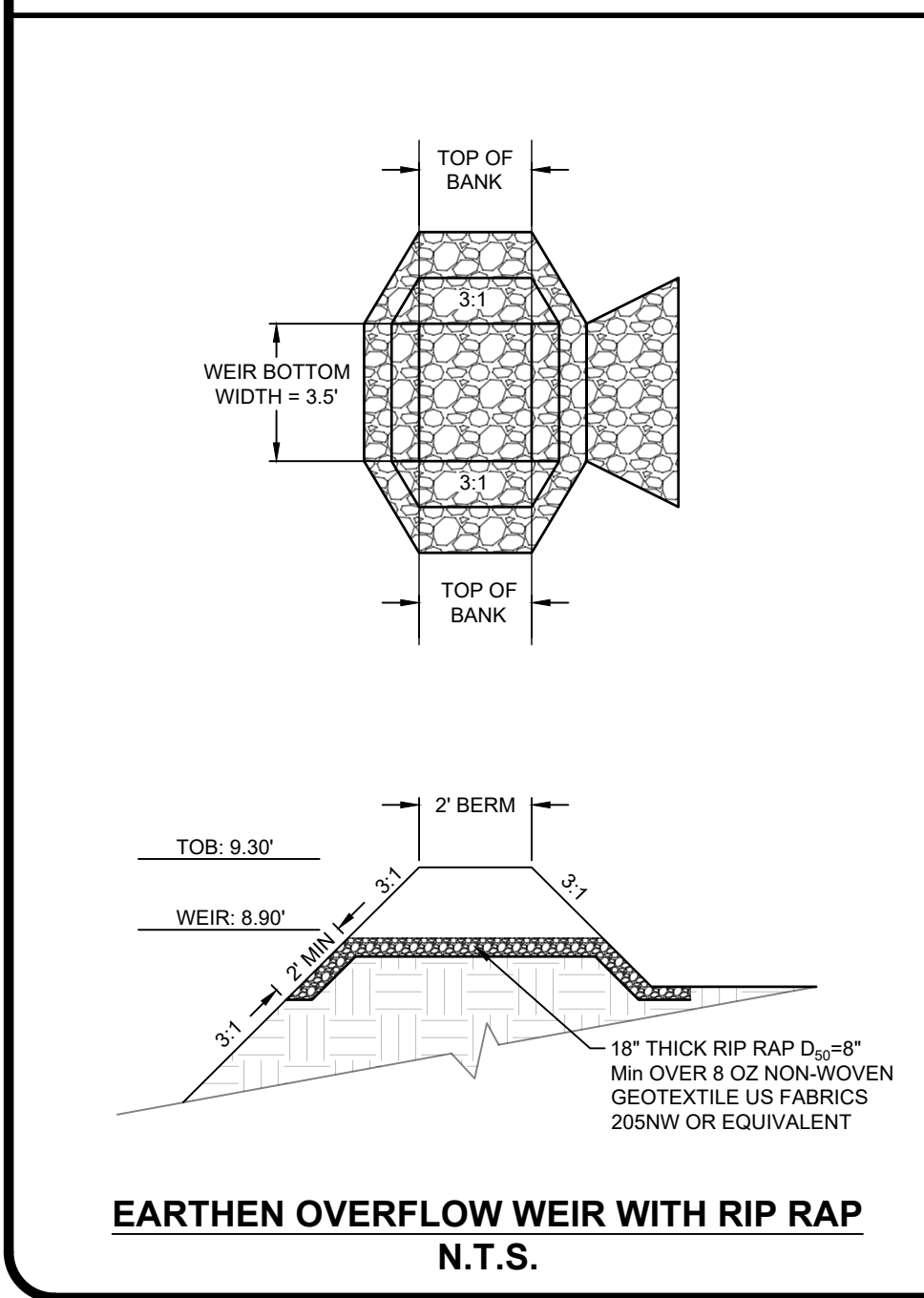
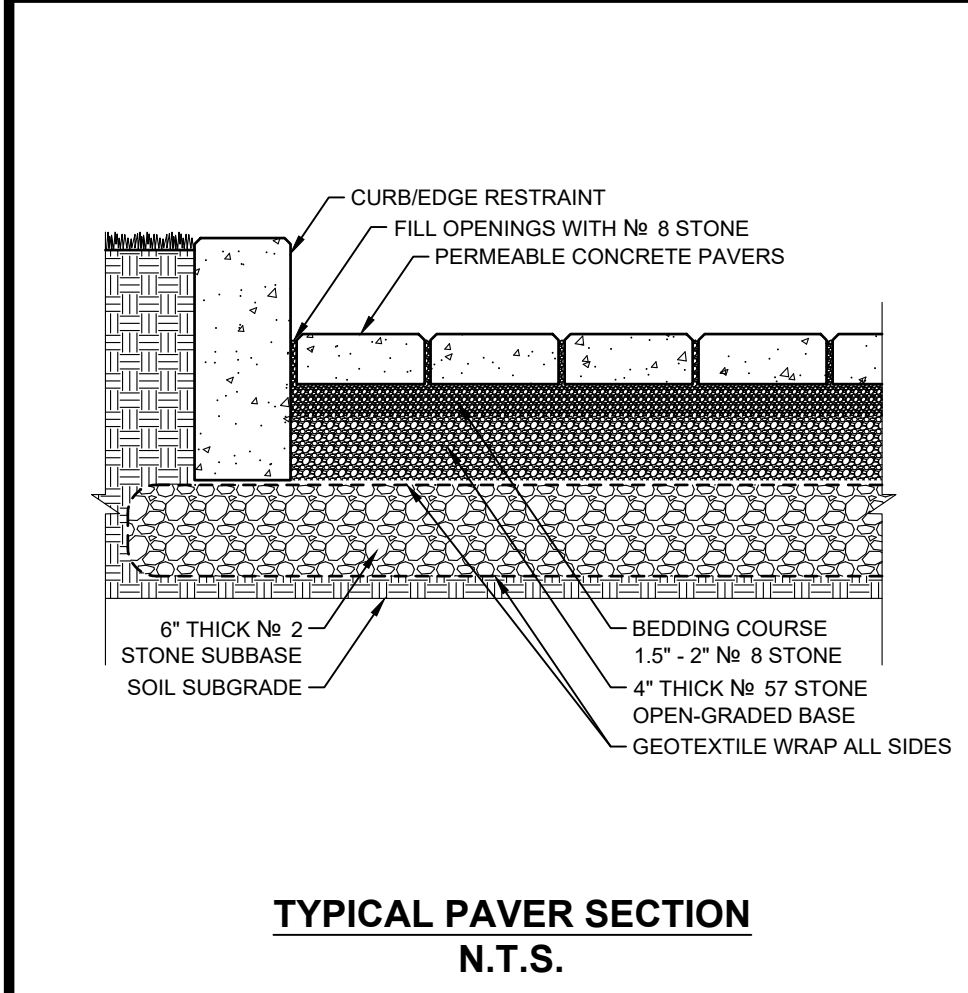
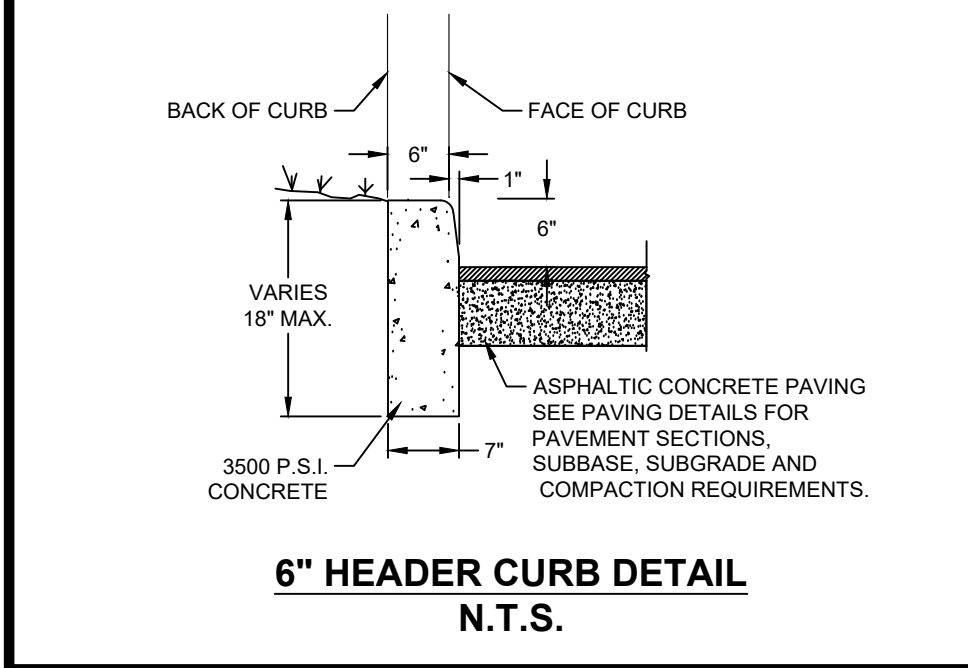
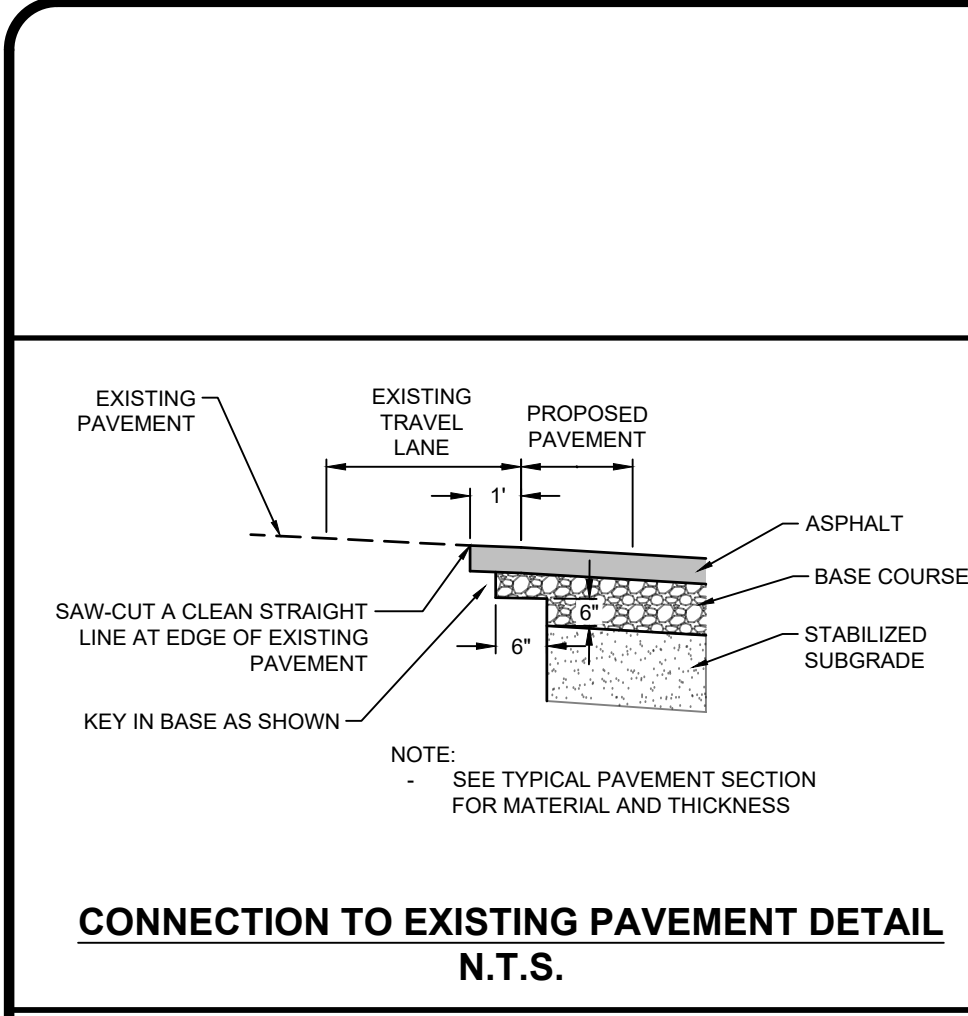
**MAVERICK ENGINEERING**  
 10 WILLOW WINDS PARKWAY  
 ST. JOHNS, FLORIDA 32259  
 (904) 655-6687

**REVISIONS**

#	DATE	DESCRIPTION
1	1/28/2022	REVISED PER CLIENT COMMENTS
2	4/18/2022	REVISED PER SJRWMD COMMENTS

**SITE IMPROVEMENTS PLAN**  
**NEPTUNE BEACH SENIOR COMMUNITY CENTER**  
 NEPTUNE BEACH, FLORIDA  
 PREPARED FOR: CITY OF NEPTUNE BEACH

**6**  
 OF 9



**MAVERICK ENGINEERING**  
10 WILLOW WINDS PARKWAY  
ST. JOHNS, FLORIDA 32259  
(904) 655-6687

**CONSTRUCTION DETAILS**  
NEPTUNE BEACH SENIOR COMMUNITY CENTER  
NEPTUNE BEACH, FLORIDA  
PREPARED FOR:  
CITY OF NEPTUNE BEACH

REVISIONS	DATE	DESCRIPTION	BY	CHECKED BY
1	1/28/2022	REVISED PER CLIENT COMMENTS	RET	RET
2	4/18/2022	REVISED PER SJRWMD COMMENTS	JWC	JWC

DRAWING BY: RET  
DESIGN BY: RET  
CHECKED BY: JWC  
DATE: 12/09/2021  
PROJECT #: 2116

**7**  
OF 9

# STORM WATER POLLUTION PREVENTION PLAN

## OWNER'S REQUIREMENTS

### SITE DESCRIPTION

PROJECT NAME AND LOCATION:  
NEPTUNE BEACH SENIOR COMMUNITY CENTER  
2010 FOREST AVENUE  
NEPTUNE BEACH, FL 32266  
OWNER NAME AND ADDRESS:  
CITY OF NEPTUNE BEACH  
116 FIRST STREET  
NEPTUNE BEACH, FL 32266

### DESCRIPTION:

PARKING AND SIDEWALK RENOVATIONS FOR EXISTING 4980 SF+ BUILDING

### SOIL DISTURBING ACTIVITIES WILL INCLUDE:

TREE CLEARING; EARTHWORK, PAVEMENT AND GRADING, AND PREPARATION FOR FINAL PLANTING AND SEEDING.

### RUNOFF CURVE NUMBERS:

- PRE-CONSTRUCTION = ##
- DURING CONSTRUCTION = ##
- POST-CONSTRUCTION = ##

### SOILS:

SEE GEOTECHNICAL REPORT FOR SOILS DATA  
SITE MAPS:  
\*SEE ATTACHED GRADING PLAN FOR PRE & POST DEVELOPMENT GRADES, AREAS OF SOILS, DISTURBANCE, LOCATION OF SURFACE WATERS, WETLANDS, PROTECTED AREAS, MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS AND STORM WATER DISCHARGE POINTS.  
\*SEE ATTACHED EROSION & TURBIDITY CONTROL PLAN FOR LOCATION OF TEMPORARY STABILIZATION PRACTICES, AND TURBIDITY BARRIERS  
\*SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.

### SITE AREA:

- TOTAL AREA OF SITE = 0.50 ACRE
- TOTAL AREA TO BE DISTURBED = ###.### ACRE

NAME OF RECEIVING WATERS: ONSITE CONVEYANCE DITCH

## CONTROLS

THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN OFF. AN EROSION AND TURBIDITY PLAN HAS BEEN PREPARED TO INSTRUCT THE CONTRACTOR ON PLACEMENT OF THESE CONTROLS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL AND MAINTAIN THE CONTROLS PER PLAN AS WELL AS ENSURING THE PLAN IS PROVIDING THE PROPER PROTECTION AS REQUIRED BY FEDERAL, STATE AND LOCAL LAWS. REFER TO "CONTRACTOR'S RESPONSIBILITY" FOR A VERBAL DESCRIPTION OF THE CONTROLS THAT MAY BE IMPLEMENTED.

### STORM WATER MANAGEMENT

STORM WATER DRAINAGE WILL BE PROVIDED BY (DESCRIPTION)  
ON-SITE COLLECTION SYSTEM DISCHARGING TO ON-SITE CONVEYANCE SWALE.

FOR THE PROJECT, AREAS WHICH ARE NOT TO BE CONSTRUCTED ON, BUT WILL BE REGRADED SHALL BE STABILIZED IMMEDIATELY AFTER GRADING IS COMPLETE. WHEN CONSTRUCTION IS COMPLETE, A TOTAL OF ###.### ACRES WILL HAVE BEEN REGRADED, ###.### ACRES LEFT UNDISTURBED. THE SITE DISCHARGES TO AN ON-SITE CONVEYANCE DITCH. WHERE PRACTICAL, TEMPORARY SEDIMENT BASINS WILL BE USED TO INTERCEPT SEDIMENT BEFORE ENTERING THE PERMANENT CONVEYANCE DITCH.

## TIMING OF CONTROLS/MEASURES

REFER TO "CONTRACTOR'S REQUIREMENTS" FOR THE TIMING OF CONTROLS/MEASURES.

## CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS RELATED TO STORM WATER MANAGEMENT AND EROSION AND TURBIDITY CONTROLS, THE FOLLOWING PERMITS HAVE BEEN OBTAINED:

D.E.R. DREDGE/FILL PERMIT # _____	# _____
C.O.E. DREDGE/FILL PERMIT # _____	# _____
S.J.R.W.M.D. ENVIRONMENTAL RESOURCE PERMIT # _____	# _____

## POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_

## CONTRACTOR'S REQUIREMENTS

### GENERAL

THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION, THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS. DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION, THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.

### SEQUENCE OF MAJOR ACTIVITIES:

#### THE GENERAL ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

- |   |   |
|---|---|
| 1. INSTALL STABILIZED CONSTRUCTION ENTRANCE                       | 9. INSTALL UTILITIES, STORM SEWER, CURBS & GUTTER.  |
| 2. INSTALL SILT FENCES AND HAY BALES AS REQUIRED                  | 10. APPLY BASE TO PAVED AREAS   |
| 3. CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND SEDIMENT BASIN   | 11. COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTING   |
| 4. CONSTRUCT SEDIMENTATION BASIN                                  | 12. COMPLETE FINAL PAVING   |
| 5. CONTINUE CLEARING AND GRUBBING                                 | 13. REMOVE ACCUMULATED SEDIMENT FROM BASINS   |
| 6. STOCK PILE TOP SOIL, IF REQUIRED                               | 14. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED |
| 7. PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED                |   |
| 8. STABILIZE DENUDEED AREAS AND STOCKPILES AS SOON AS PRACTICABLE |   |

### TIMING OF CONTROLS/MEASURES

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKES/SWALES WILL BE REGRADED/REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION & TURBIDITY CONTROL PLAN.

### CONTROLS

IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE EROSION AND TURBIDITY CONTROL PLAN AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

#### EROSION AND SEDIMENT CONTROLS STABILIZATION PRACTICES

- HAY BALE BARRIER: HAY BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:  
A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.  
B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.  
C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.  
D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.  
REFER TO CITY STANDARD DETAIL D-913 FOR CONSTRUCTING THE HAY BALE BARRIER, ALSO REFER TO D-901, D-911 AND D-12 FOR PROPER LOCATION, MATERIAL & USAGE.
- FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:  
A. WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.  
B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.  
REFER TO CITY STANDARD DETAIL D-910 FOR PROPER CONSTRUCTION OF THE FILTER FABRIC BARRIER.
- BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.
- LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE

CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL LIP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE. LEVEL SPREADER SHALL BE CONSTRUCTED IN ACCORDANCE TO CITY STANDARD DETAIL D-914.

5. STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.

6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 10 ACRES. THIS REQUIREMENT MAY BE WAIVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.

7. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.

9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.

10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.

11. TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.

14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED AND MULCHED OR SOODED.

#### STRUCTURAL PRACTICES

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY, AND IT SHALL BE CONSTRUCTED IN ACCORDANCE TO D-914.

2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN AN DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDANTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE:  
A. BLOCK & GRAVEL SEDIMENT FILTER - THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. REFER TO D-902 FOR CONSTRUCTION OF A CURB INLET SEDIMENT FILTER, AND D-904 FOR CONSTRUCTION OF A DROP INLET SEDIMENT FILTER.

B. GRAVEL SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES & UNPROTECTED AREAS. REFER TO D-903 FOR CONSTRUCTION OF CURB INLET & DROP SEDIMENT TRAP.

C. DROP INLET SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (< 5%) AND WHERE SHEET OR OVERLAND FLOWS (< 0.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS. REFER TO D-905 FOR CONSTRUCTION OF HAY BALE & FABRIC SEDIMENT FILTER.

3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES & HAY BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.

4. SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORM WATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE.

THE 3,600 CUBIC FEET OF STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHER UNDISTURBED OR HAVE UNDERGONE FINAL STABILIZATION WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDIMENT BASINS CONSTRUCTED MUST BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL. ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.

### OTHER CONTROLS

#### WASTE DISPOSAL

#### WASTE MATERIALS

ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

#### HAZARDOUS WASTE

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DA SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

#### SANITARY WASTE

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DEPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

#### OFFSITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.

## INVENTORY FOR POLLUTION PREVENTION PLAN

THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:

- |                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/> Concrete   | <input type="checkbox"/> Fertilizers              | <input type="checkbox"/> Wood              |
| <input type="checkbox"/> Asphalt    | <input type="checkbox"/> Petroleum Based Products | <input type="checkbox"/> Masonry Blocks    |
| <input type="checkbox"/> Tar        | <input type="checkbox"/> Cleaning Solvents        | <input type="checkbox"/> Roofing Materials |
| <input type="checkbox"/> Detergents | <input type="checkbox"/> Paints                   | <input type="checkbox"/> Metal Studs       |
| <input type="checkbox"/>            | <input type="checkbox"/>                          | <input type="checkbox"/>                   |

## SPILL PREVENTION

#### MATERIAL MANAGEMENT PRACTICES

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

#### GOOD HOUSEKEEPING

THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.

\* AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.

\* ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.

\* PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.

\* SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.

\* WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.

\* MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.

\* THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.

#### HAZARDOUS PRODUCTS

THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.

\* PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.

\* ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION.

\* IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.

PRODUCT SPECIFIC PRACTICES  
THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:

#### PETROLEUM PRODUCTS

ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

#### FERTILIZERS

FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

#### PAINTS

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

#### CONCRETE TRUCKS

CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

#### SPILL PREVENTION PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.

MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, LIQUID ABSORBENT (i.e. KITTY LITTER OR EQUAL), SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.

THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.

THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE WILL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ONSITE.

## MAINTENANCE/INSPECTION PROCEDURES

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES  
THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.

\* NO MORE THAN 10 ACRES OF THE SITE WILL BE DENUEDED AT ONE TIME WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.

\* ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT. THE PERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATION OR SOMEONE APPOINTED BY THE SUPERINTENDENT, AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.

\* ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.

\* BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.

\* SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.

\* THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.

\* DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.

\* TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

\* A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.

\* THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.

\* PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.

#### NON-STORM WATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

\* WATER FROM WATER LINE FLUSHING

\* PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

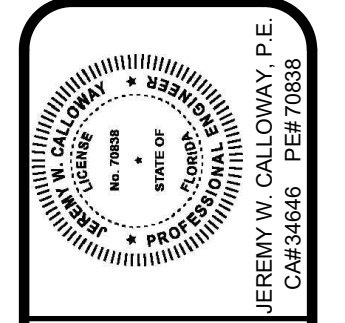
\* UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION).

ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.

#### CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

RESPONSIBLE FOR/DUTIES	BUSINESS NAME AND ADDRESS OF CONTRACTOR & ALL SUBS	SIGNATURE	RESPONSIBLE FOR/DUTIES				
			GENERAL CONTRACTOR	SUB-CONTRACTOR	SUB-CONTRACTOR	SUB-CONTRACTOR	SUB-CONTRACTOR



**MAVERICK ENGINEERING**  
10 WILLOW WINDS PARKWAY  
ST. JOHNS, FLORIDA 32259  
(904) 655-6687



DATE	DESCRIPTION
1/28/2022	REVISED PER CLIENT COMMENTS
4/18/2022	REVISED PER SJRWMD COMMENTS

DRAWING BY:	RET
DESIGN BY: <td>RET</td>	RET
CHECKED BY: <td>JWC</td>	JWC
DATE: <td>12/06/2021</td>	12/06/2021
PROJECT #: <td>2116</td>	2116

DATE	DESCRIPTION
1/28/2022	REVISED PER CLIENT COMMENTS
4/18/2022	REVISED PER SJRWMD COMMENTS

**SWPPP DETAILS**  
**NEPTUNE BEACH SENIOR COMMUNITY CENTER**  
NEPTUNE BEACH, FLORIDA  
PREPARED FOR:  
CITY OF NEPTUNE BEACH

PROJECT: NEPTUNE BEACH SENIOR COMMUNITY CENTER

STORM WATER POLLUTION PREVENTION PLAN  
INSPECTION AND MAINTENANCE REPORT FORM

TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS OF  
A RAINFALL EVENT OF 0.25 INCHES OR MORE

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

INSPECTOR'S QUALIFICATIONS:  
\_\_\_\_\_  
\_\_\_\_\_

DAYS SINCE LAST RAINFALL: \_\_\_\_\_ AMOUNT OF LAST RAINFALL \_\_\_\_\_ INCHES

STABILIZATION MEASURES

INSPECTION AREA (DESCRIPTION OF LOCATION)	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED ? (YES/NO)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:  
\_\_\_\_\_  
\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

PROJECT: NEPTUNE BEACH SENIOR COMMUNITY CENTER

STORM WATER POLLUTION PREVENTION PLAN  
INSPECTION AND MAINTENANCE REPORT FORM  
SEDIMENT BASIN

DEPTH OF SEDIMENT IN BASIN	DEPTH OF SEDIMENT SIDE BASIN	ANY EVIDENCE OF OVERTOPPING OF THE EMBANKMENT ?	CONDITION OF OUTFALL FROM SEDIMENT BASIN

MAINTENANCE REQUIRED FOR SEDIMENT BASIN:  
\_\_\_\_\_  
\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

OTHER CONTROLS

STABILIZED CONSTRUCTION ENTRANCE

DOES MUCH SEDIMENT GET TRACKED ON TO ROAD ?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THE SITE ?	IS THE CULVERT BENEATH THE ENTRANCE WORKING? (IF APPLICABLE)

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE:  
\_\_\_\_\_  
\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

PROJECT: NEPTUNE BEACH SENIOR COMMUNITY CENTER

STORM WATER POLLUTION PREVENTION PLAN  
INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

DATE: \_\_\_\_\_

EARTH DIKES/SWALES

DIKE OR SWALE	FROM	TO	IS DIKE/SWALE STABILIZED ?	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING

MAINTENANCE REQUIRED FOR EARTH DIKE/SWALE:  
\_\_\_\_\_  
\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

CATCH BASIN/CURB INLET/OUTFALL TURBIDITY CONTROLS

STRUCTURE/ OUTFALL	ARE TURBIDITY CONTROLS IN PLACE	ANY EVIDENCE OF CLOGGING/WASHOUT OR BYPASSING ?	ARE TURBIDITY CONTROLS IN NEED OF REPLACING	DOES SILT NEED TO BE REMOVED FROM AROUND CONTROL

MAINTENANCE REQUIRED FOR CATCH BASIN/CURB INLETS/OUTFALLS TURBIDITY CONTROLS:  
\_\_\_\_\_  
\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

PROJECT: NEPTUNE BEACH SENIOR COMMUNITY CENTER

STORM WATER POLLUTION PREVENTION PLAN  
INSPECTION AND MAINTENANCE REPORT FORM

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASONS FOR CHANGES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE TO CONTRACTOR:

THIS IS THE CONTRACTORS CERTIFICATION REQUIRED BY THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES). STORM WATER POLLUTION PREVENTION PLAN FOR CONSTRUCTION SITES OVER 5 ACRES. THIS CERTIFICATION MUST BE COMPLETED WEEKLY AND AFTER EVERY RAINFALL EVENT OVER 0.25 INCHES.

MAVERICK ENGINEERING  
10 WILLOW WINDS PARKWAY  
ST. JOHNS, FLORIDA 32259  
(904) 655-6687



REVISIONS		DATE	DESCRIPTION
#	DATE	DESCRIPTION	REVISIONS
1	1/28/2022	REVISED PER CLIENT COMMENTS	
2	4/18/2022	REVISED PER SJRWMD COMMENTS	

DRAWING BY: PET  
DESIGN BY: PET  
CHECKED BY: JWC  
DATE: 12/08/2021  
PROJECT #: 2116

CONTRACTOR CERTIFICATION  
NEPTUNE BEACH SENIOR COMMUNITY CENTER  
NEPTUNE BEACH, FLORIDA  
PREPARED FOR:  
CITY OF NEPTUNE BEACH

# NEPTUNE BEACH SENIOR COMMUNITY CENTER

## PERMIT AND BID SET



Marquis Latimer + Halback, Inc.  
*Project Management + Landscape Architecture*  
 Project Manager: Jeremy Marquis | jeremy@halback.com  
 34 Cordova Street, Suite A, St. Augustine, FL 32084  
 Ph: 904.825.6747  
 Florida LA6667110

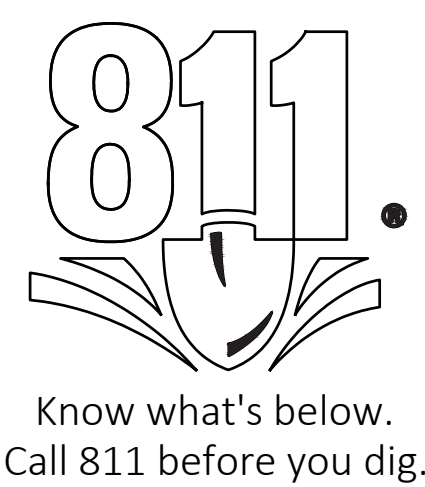


Maverick Engineering  
*Civil engineer*  
 Project Manager: Jeremy Calloway | jeremy@mavengineers.com  
 10 Willow Winds Parkway, St Johns, FL 32259  
 Ph: 904.655.6687

Les Thomas Architect, Inc.  
*Architecture*  
 Project Manager: Les Thomas | lesthomasarchitect@gmail.com  
 32 Cordova Street, St. Augustine, FL 32084  
 Ph: 904.824.9508

Prepared For  
 City of Neptune Beach, Florida  
Project Manager  
 Jeremy Marquis, RLA  
Site Location  
 2004 FOREST AVENUE  
 NEPTUNE BEACH, FLORIDA  
Jurisdictional Review  
 City of Neptune Beach  
 Planning and Community Development

Sheet List Table			
Sheet Number	Sheet Title	Issue Date	Revision Date
--	COVER SHEET	02/17/2022	
L-2.1	HARDSCAPE PLAN	02/17/2022	
L-2.2	HARDSCAPE DETAILS	02/17/2022	
L-3.1	LANDSCAPE PLAN	02/17/2022	
L-3.2	LANDSCAPE NOTES	02/17/2022	
L-3.3	LANDSCAPE DETAILS	02/17/2022	
L-4.1	IRRIGATION PLAN	02/17/2022	
L-4.2	IRRIGATION DETAILS	02/17/2022	
L-4.3	IRRIGATION DETAILS	02/17/2022	
L-4.4	IRRIGATION DETAILS	02/17/2022	
L-4.5	IRRIGATION DETAILS	02/17/2022	



PLEASE REFERENCE CIVIL AND ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

NOT FOR CONSTRUCTION. FOR PERMIT REVIEW AND BIDDING PURPOSES ONLY.

NEPTUNE BEACH SENIOR COMMUNITY CENTER  
 NEPTUNE BEACH, FLORIDA  
 COVER SHEET

SYM	DESCRIPTION	DATE
	PERMIT+PID SET	02/17/22
	30% DD REVIEW	12/23/21

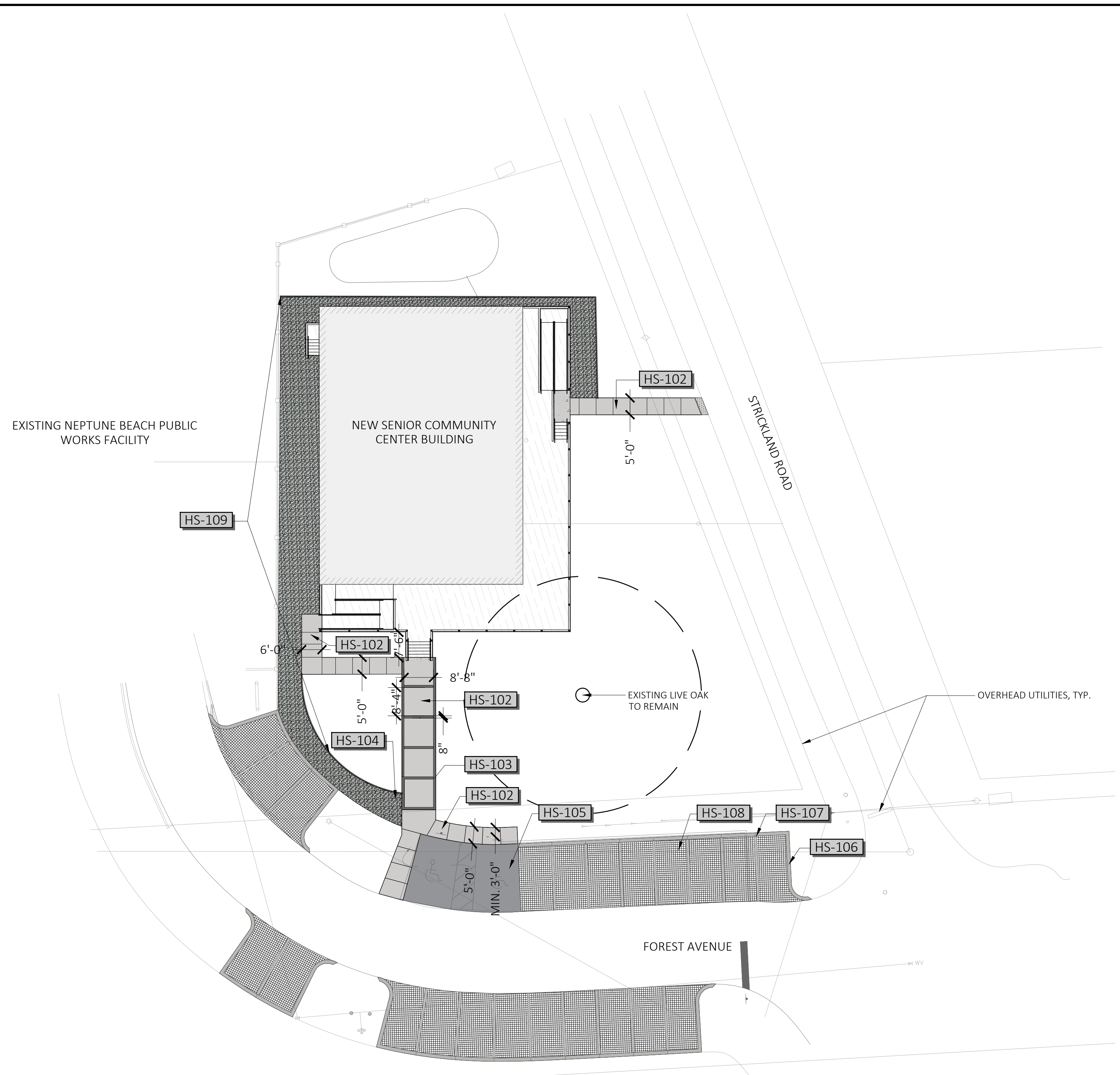
SIZE: ANSI D  
 PRIME PROJECT #:  
 ML+H PROJECT #: 21.45.0  
 DRAWING NO.:  
**L0.0**

2022-02-15 15:37

JEREMY MARQUIS  
LIC. # LA6667110 SEAL  
DRAWN BY: CS/GC

REFERENCE NOTES SCHEDULE

SYMBOL	HARDSCAPE DESCRIPTION MANUFACTURER/SUPPLIER	QTY	DETAIL	DESCRIPTION	FINISH/COLOR	
HS-102	CIP COQUINA CONCRETE	1,136 SF				
HS-103	PAVER BANDING COURSE	89 SF		4"x8" HEADER COURSE	SILVER SAM	ARTISTIC PAVER
HS-104	AGGREGATE - 89 ROCK	2,021 SF				
HS-105	PARKING CONCRETE	641 SF				
HS-106	CONCRETE PARKING BORDER	384 SF				
HS-107	PARKING STRIPE - PERMEABLE PAVERS	228 SF		8"x8" SF RIMA	SAND DUNE	TREMRON
HS-108	PARKING - PERMEABLE PAVERS	4,333 SF		8"x8" SF RIMA	GRANITE	TREMRON
HS-109	ANNODIZED ALUMINUM EDGING	172 LF		4"	SILVER	PERMALOC

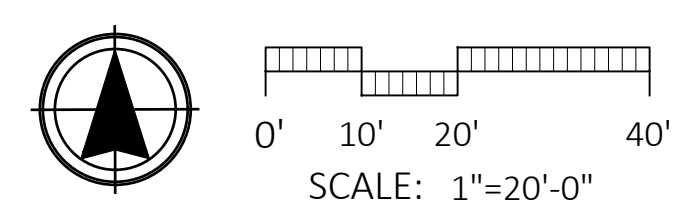


NEPTUNE BEACH COMMUNITY CENTER  
NEPTUNE BEACH, FLORIDA  
HARDSCAPE PLAN

PERMIT+PID SET	02/17/22	
30% DD REVIEW	12/23/21	
SYM	DESCRIPTION	DATE

SIZE: ANSI D  
PRIME PROJECT #:  
ML+H PROJECT #: 21.45.0

DRAWING NO.: L-2.1





PERMALOC CORPORATION, 13505 BARRY STREET HOLLAND, MI, 49424  
 (800) 356-9660 PHONE: (616) 399-9600 fax: (616) 399-9770 WWW.PERMALOC.COM

ARCHITECT NOTE: CHECK OFF APPLICABLE SIZE & FINISH DESIRED SIZE:

- 3/16" x 8" (4.8MM X 203MM) 0.116" (2.95MM) THICK WALL w/ 0.3" (7.62MM) EXPOSED TOP LIP  MF

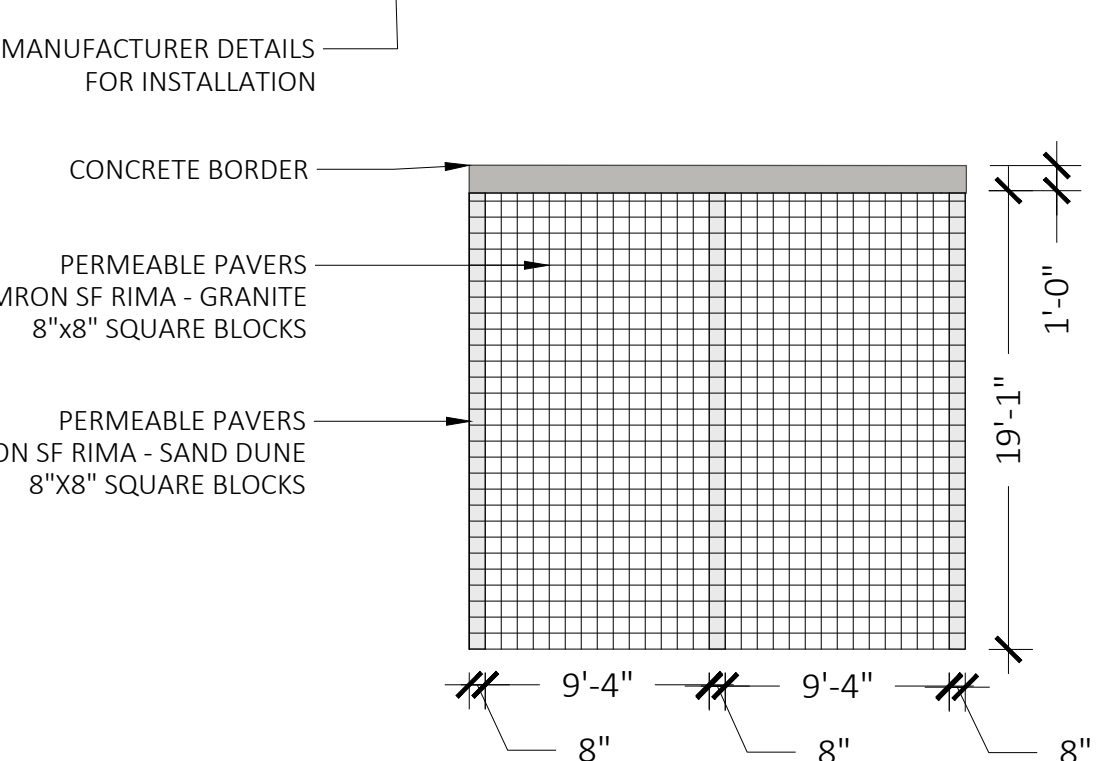
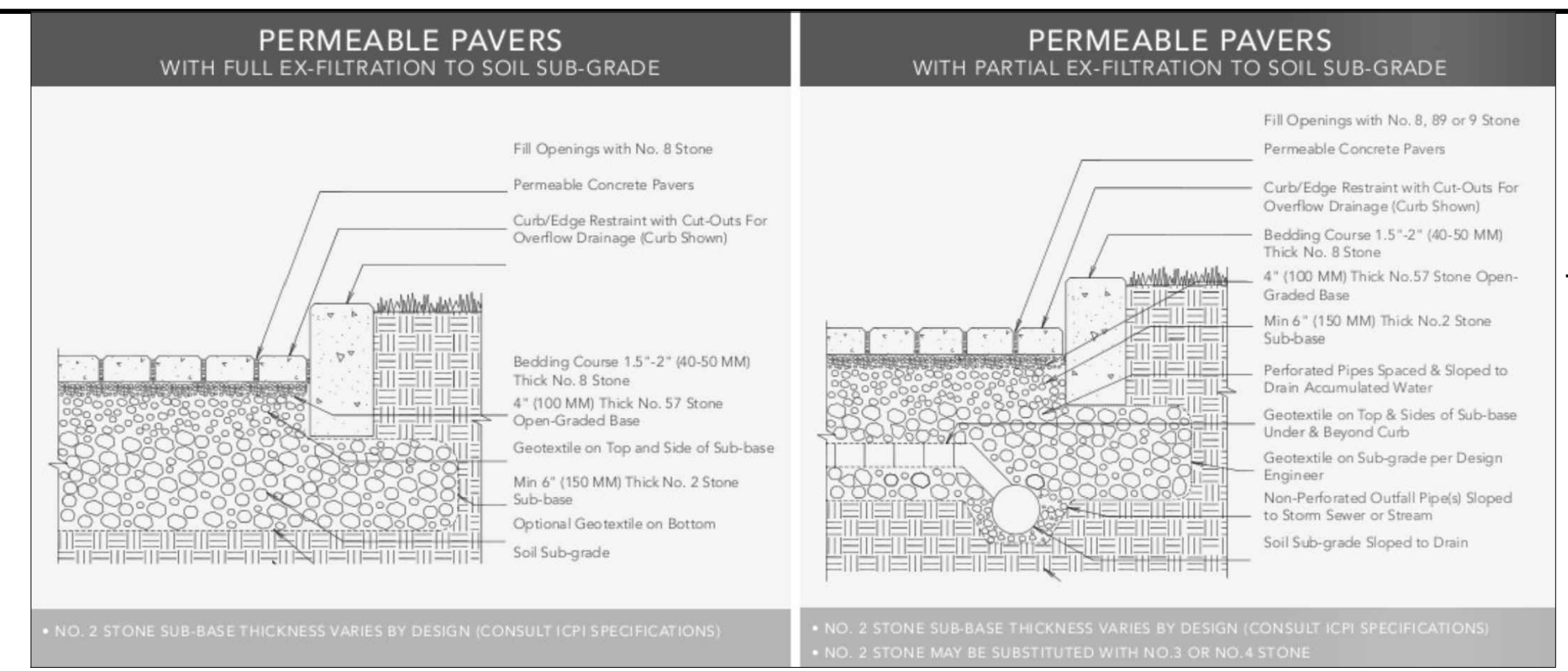
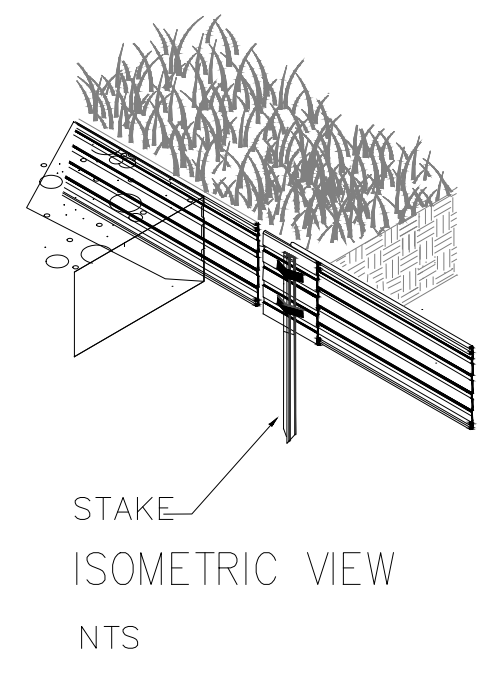
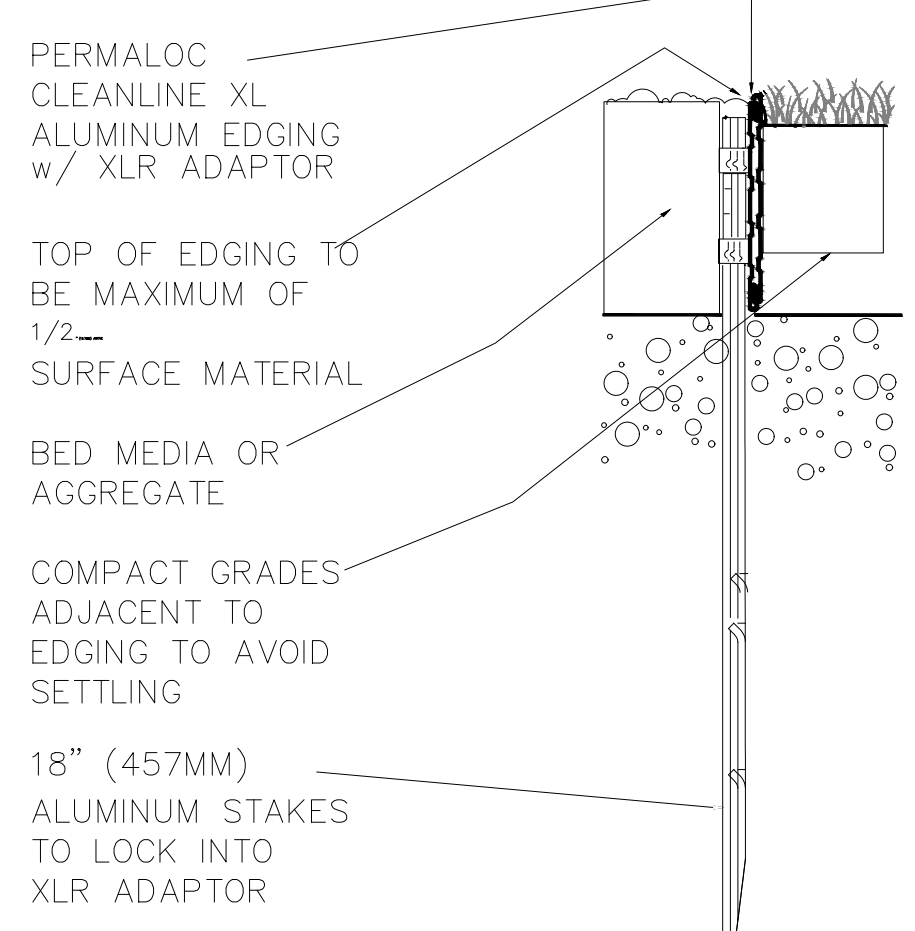
\*\*All dimensions are nominal and may have some variance\*\*

\*\*PRE-MANUFACTURED CORNERS AVAILABLE UPON REQUEST\*\*

FINISH LEGEND:  
 (MF) MILL FINISH-NATURAL ALUMINUM

NOTES:

1. INSTALL PER MANUFACTURER'S "INSTALLATION GUIDELINES"
2. 8'-0" (2.44 M) SECTIONS TO INCLUDE (3) 18" (457 MM) ALUMINUM STAKES AND (3) XLR ADAPTORS
3. 16'-0" (4.88 M) SECTIONS TO INCLUDE (5) 18" (457 MM) ALUMINUM STAKES AND (3) XLR ADAPTORS
4. CORNERS - CUT BASE EDGING UP HALFWAY AND FORM A CONTINUOUS CORNER. PERMALOC CLEANLINE XL AS MANUFACTURED BY PERMALOC CORPORATION, HOLLAND MI. (800) 356-9660, (616) 399-9600
5. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT: WWW.PERMALOC.COM



4 PERMEABLE PAVER PARKING SPACES  
 1/8" = 1'-0"

**EAST COAST FACTORY COLORS AVAILABLE**

SELECT DESIRED COLOR:

- VIOY
- TAN
- CAFE
- SILVER SAM

SELECT DESIRED PAVER OR SLAB SIZE:

- 8x8x1-5/8" (200x200x40mm)
- 8x12x1-5/8" (200x300x40mm)
- 12x12x1-5/8" (300x300x40mm)
- 12x24x1-5/8" (300x600x40mm)
- 18"x18"x1-5/8" (400x400x40mm)
- 24"x24"x1-5/8" (600x600x40mm)
- 4x8x1-5/8" (100x200x40mm) (1)

Pack NG:

NOM. NAL. SIZE (in)	SQ. FT. PER PALLET	WEIGHT PER PALLET
8x8x1-5/8"	160	2870
8x12x1-5/8"	160	2870
12x12x1-5/8"	160	3255
12x24x1-5/8"	120	2160
18x18x1-5/8"	160	2870
24x24x1-5/8"	120	2160
4x8x1-5/8" (1)	75	1381

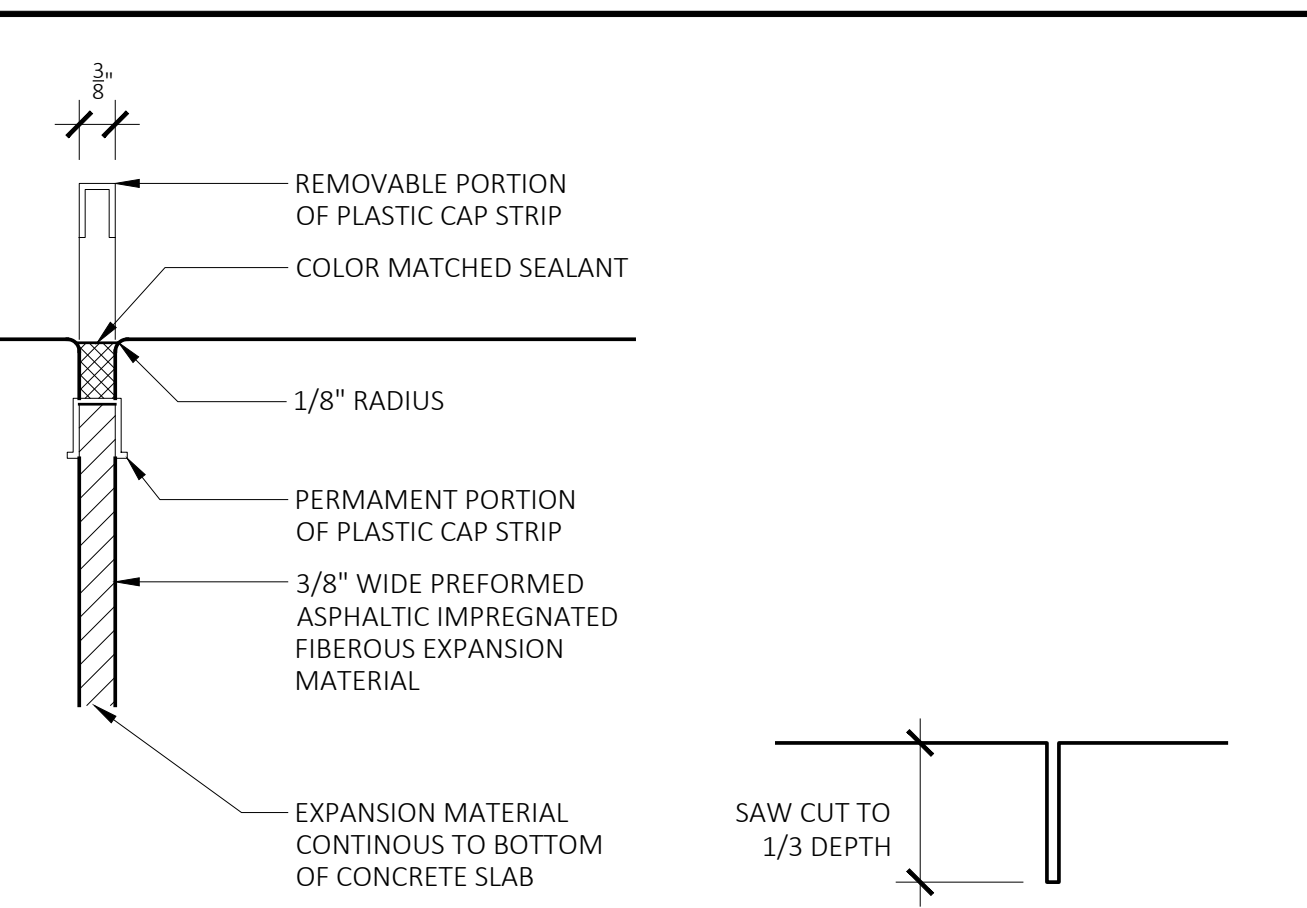
NOTES:

1. PAVERS ARE CALIBRATED TO EACH OTHER WITH A TOLERANCE OF APPROXIMATELY 1/16". DIMENSIONS ON TOLERANCE +1/16".
2. PAVERS ARE MANUFACTURED IN METRIC SIZES AND ARE ROUNDED TO THE CLOSEST SIZE EQUIVALENT IN ENGLISH UNITS.
3. BECAUSE OF COLOR DYE AND NATURAL RAW MATERIALS' NODING STRENGTHS, PRODUCTS WILL HAVE COLOR SHADE AND TEXTURE VARIATION.
4. DUE TO THE PROCESS REQUIRED TO MANUFACTURE, PACKAGE, DELIVER, UNPACK, INSTALL AND COMPACT, SMALL CHIPPING CAN BE EXPECTED.
5. IN SHELLS OF PAVERS, NATURAL SHELLS ARE EMBEDDED AT DIFFERENT DISTANCES FROM THE SURFACE OF THE MATERIAL, AND THEN POLISHED. THEREFORE, A SMALL PERCENTAGE OF THE SHELLS ARE EXPECTED TO COME LOOSE FROM THE SURFACE AND EDGES OF THE TILE. THIS OCCURRENCE WILL DIMINISH OVER A SHORT SPAN OF TIME AND IN NO WAY WILL AFFECT THE STRENGTH OF THE PRODUCT.
6. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH OTHER TECHNICAL SPECIFICATIONS.
7. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
8. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

ART ST C PAVER MFG. SHELLOCK® PEDESTAL PAVERS SAND-SET INTERLOCKING PAVERS AND PAVING SLABS

REV. DATE: 01/16/2020

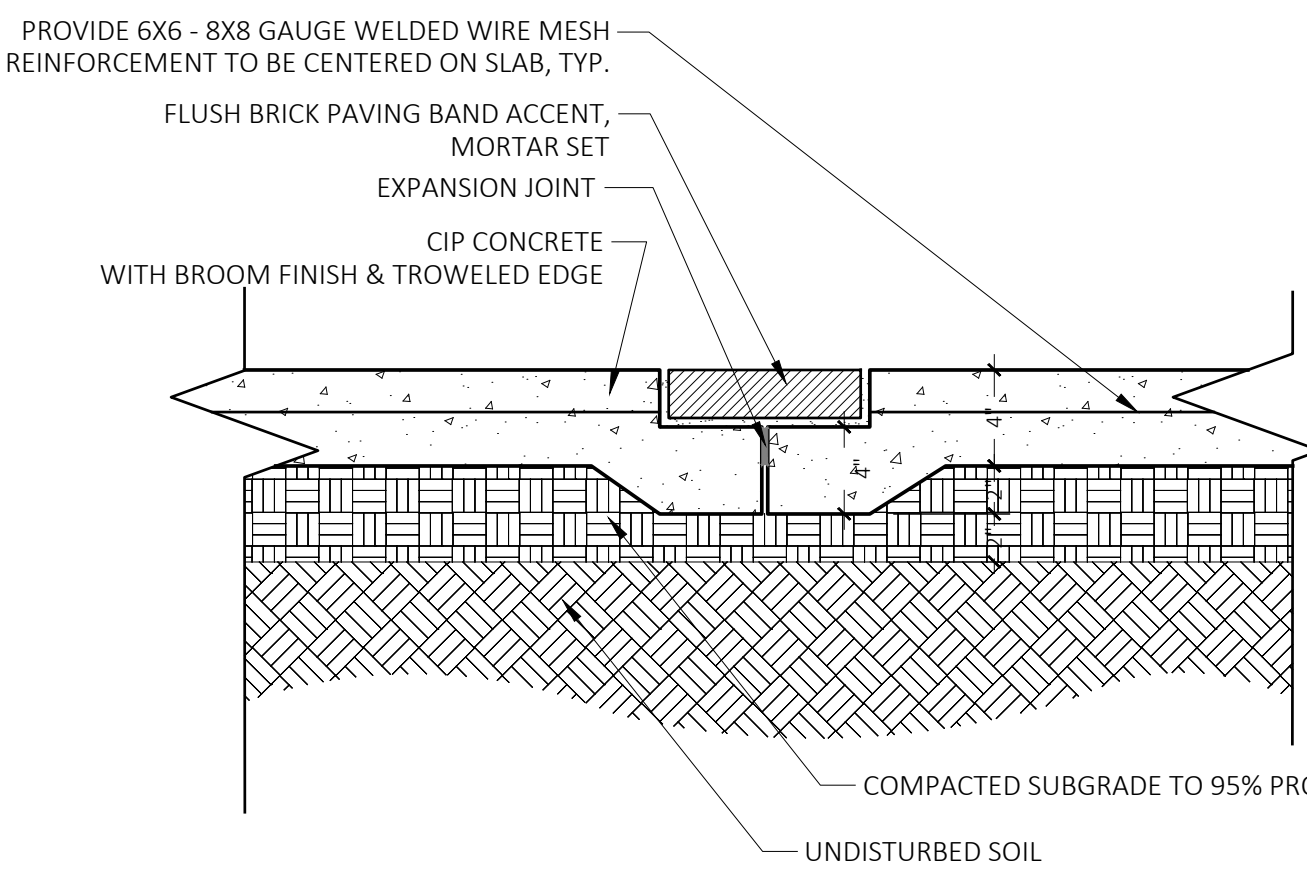
06 SHELLOCK SILVER SAM PAVER TECH SPECS  
 NOT TO SCALE



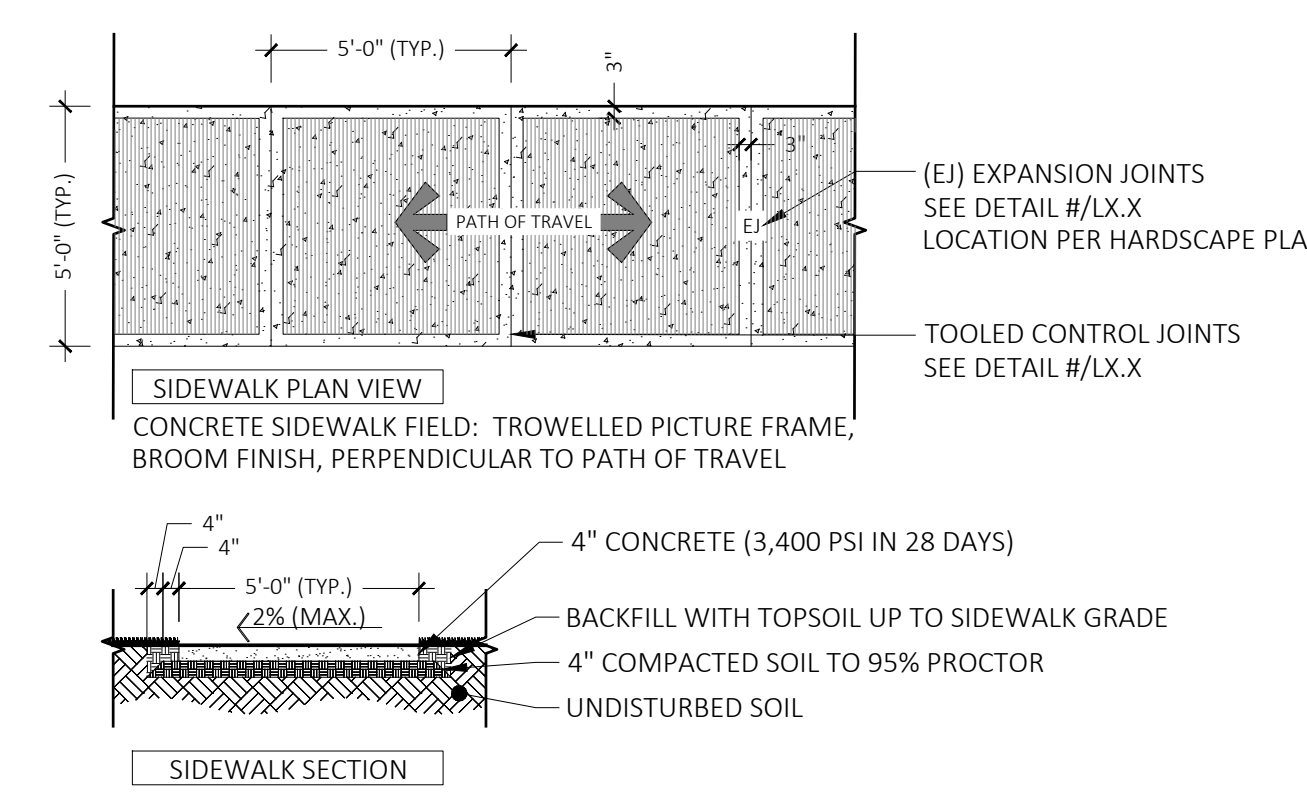
EXPANSION JOINTS TO BE LOCATED PER LAYOUT PLANS, ALONG VERTICAL EDGES, AND ALL CHANGES IN MATERIAL

REFER TO LAYOUT PLANS FOR TYPICAL LOCATIONS

3 CONCRETE JOINTS  
 6" = 1'-0" 321313.13-06



2 BRICK PAVING BAND ACCENT - TYPICAL SECTION  
 1 1/2" = 1'-0" P-MU-NCC-02



1 CONCRETE SIDEWALK  
 1/4" = 1'-0" P-MU-NCC-03

5 PERMALOC CLEANLINE ALUMINUM EDGING  
 NOT TO SCALE

P-MU-NCC-04

SYM	DESCRIPTION	DATE
	PERMIT+BD SET	02/17/22
	30% DD REVIEW	12/23/21

SIZE: ANSI D  
 PRIME PROJECT #: ML+H PROJECT #: 21.45.0

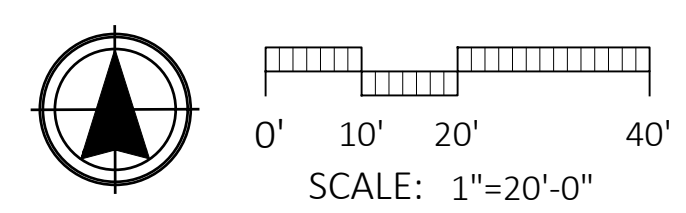
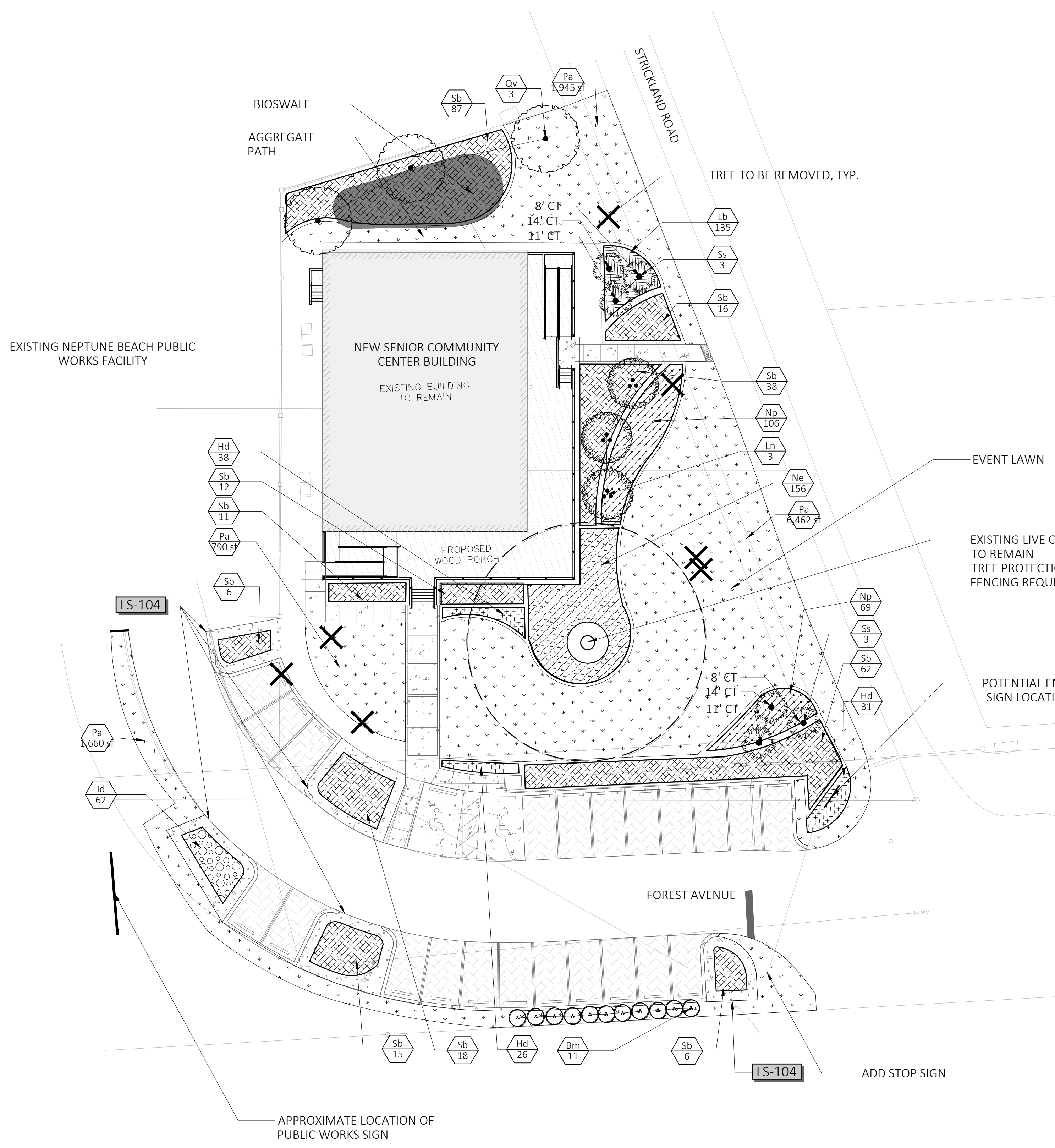
DRAWING NO.: L-2.2

**PLANT SCHEDULE**

TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	HEIGHT	QTY	
	Bm	BAMBUSA MALINGENSIS / SEABREEZE BAMBOO	25 GAL.	MIN. 12-15 CANES	12'-14'	11	
	Ln	LAGERSTROEMIA INDICA X FAUREI 'NATCHEZ' / NATCHEZ CRAPE MYRTLE	B&B, ROOT PLUS GROWERS	MULTI, 5 TRUNKS - 6-7" CALIPER	12'-14' HT	3	
	Qv	QUERCUS VIRGINIANA 'FBQV22' TM / BOARDWALK SOUTHERN LIVE OAK	B&B, ROOT PLUS GROWERS	4"	14' - 16'	3	
	Ss	SABAL PALMETTO / CABBAGE PALMETTO	B&B; REGENERATED		8'-14' CT	6	
SHRUB AREAS	CODE	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPREAD	SPACING	QTY
	Hd	HELIANTHUS DEBILIS / DUNE SUNFLOWER	1 GAL.	8"	12"	24" o.c.	71
	Id	ILEX VOMITORIA 'SCHILLINGS DWARF' / SCHILLINGS DWARF YAUPON HOLLY	3 GAL.	12"	12"	21" o.c.	62
	Lb	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	3 GAL.	12"	12"	18" o.c.	102
	Ne	NEPHROLEPIS EXALTATA / BOSTON FERN	3 GAL.	16"	16"	28" o.c.	156
	Np	NERIUM OLEANDER 'PETITE PINK' / PETITE PINK OLEANDER	7 GAL.	18"	18"	28" o.c.	141
	Sb	SPARTINA BAKERI / SAND CORDGRASS	1 GAL.	24"	16"	50" o.c.	222
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SPACING	QTY			
	Pa	PASPALUM NOTATUM 'ARGENTINE' / ARGENTINE BAHIAGRASS		11,008 SF			

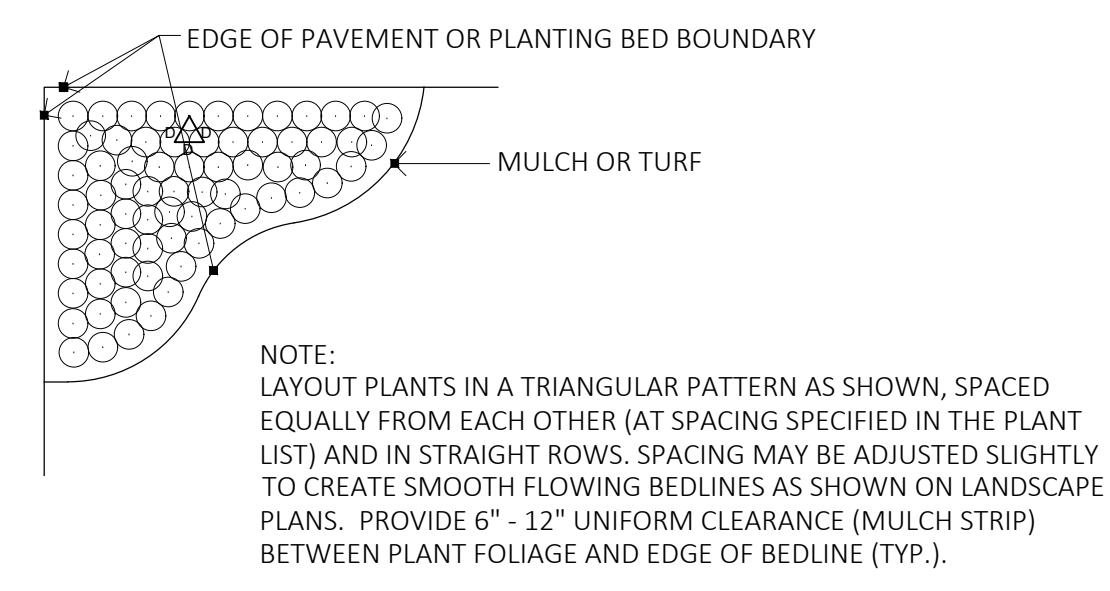
**REFERENCE NOTES SCHEDULE**

SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
	MULCH	995 SF	

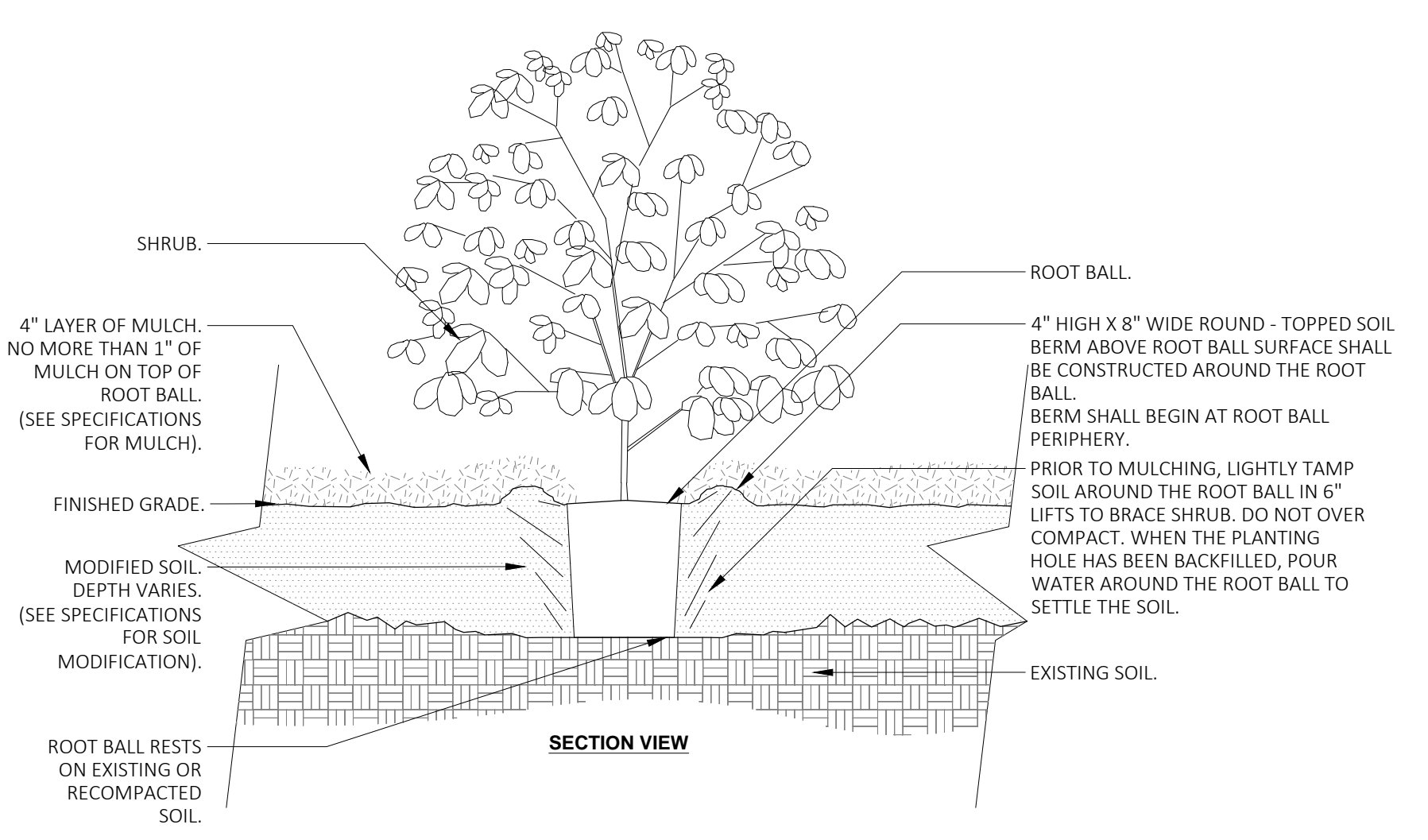






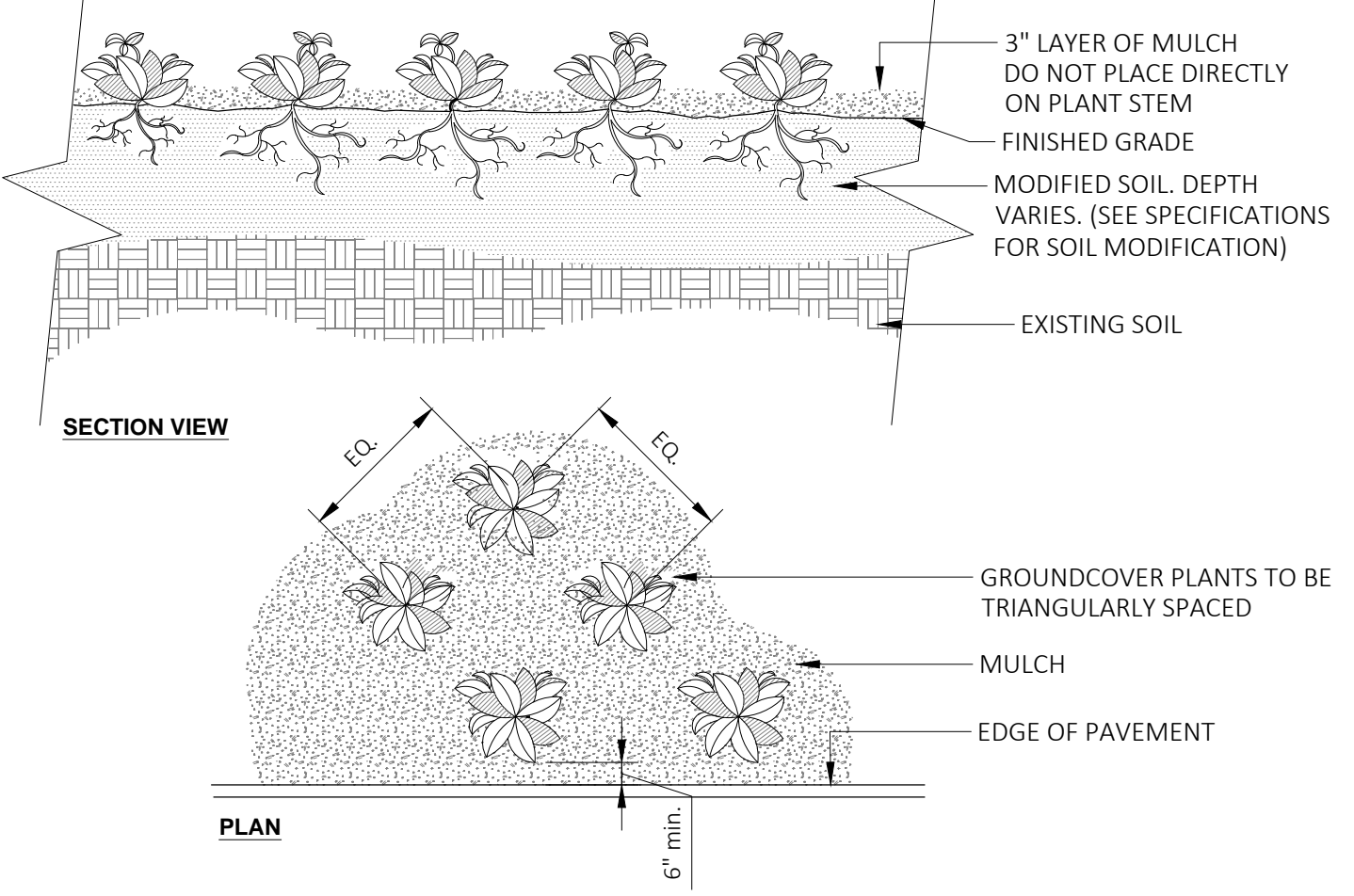


**7 SHRUB SPACING DETAIL**  
 NOT TO SCALE 00-07



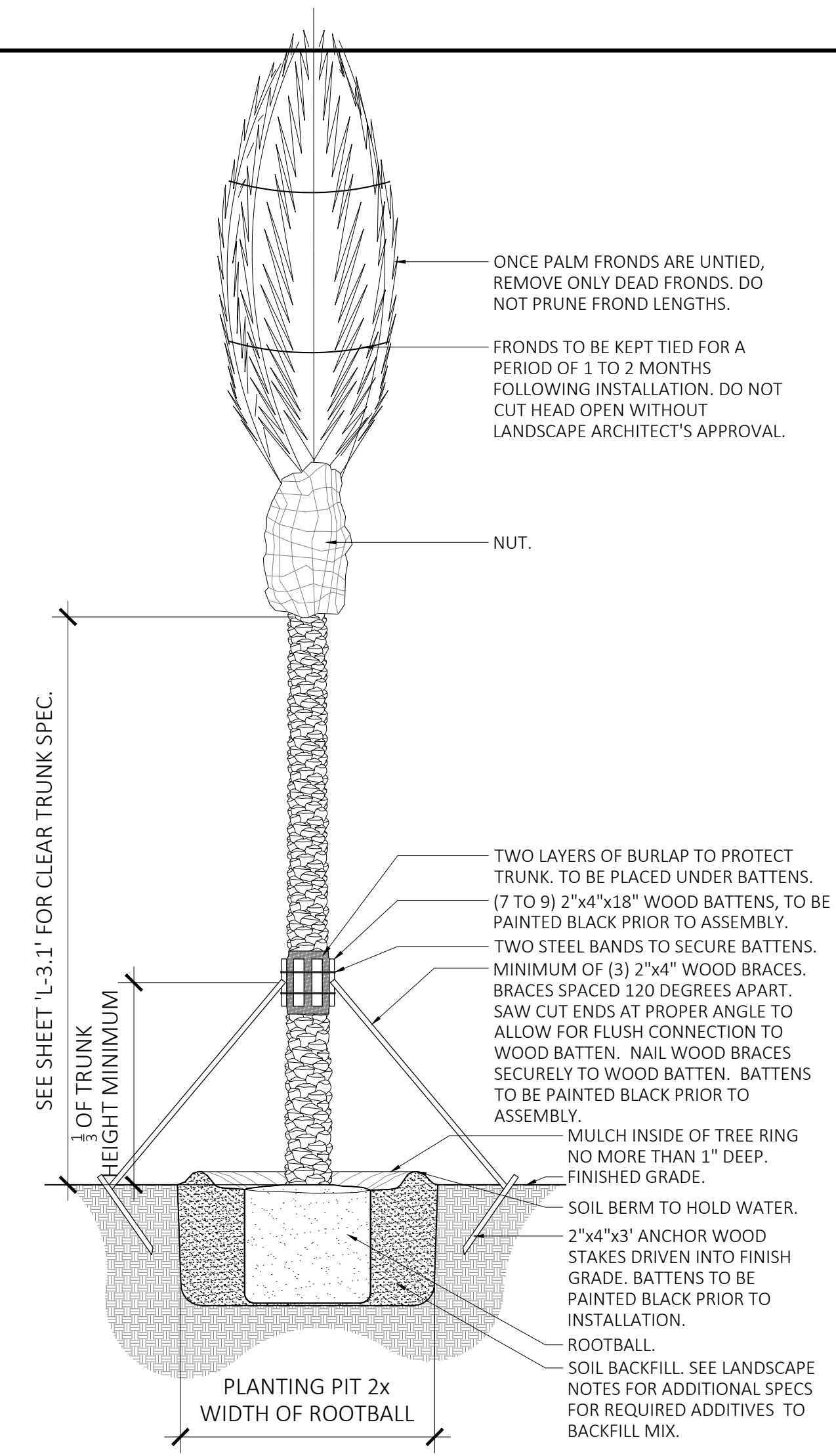
NOTES:  
 1- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.  
 2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.  
 3- ALL TREES PLANTED SHALL BE STAKED OR GUYED FOR A PERIOD OF AT LEAST SIX (6) MONTHS IN ACCORDANCE WITH THE FOLLOWING DETAIL.

**6 SHRUB - MODIFIED SOIL**  
 NOT TO SCALE 00-06



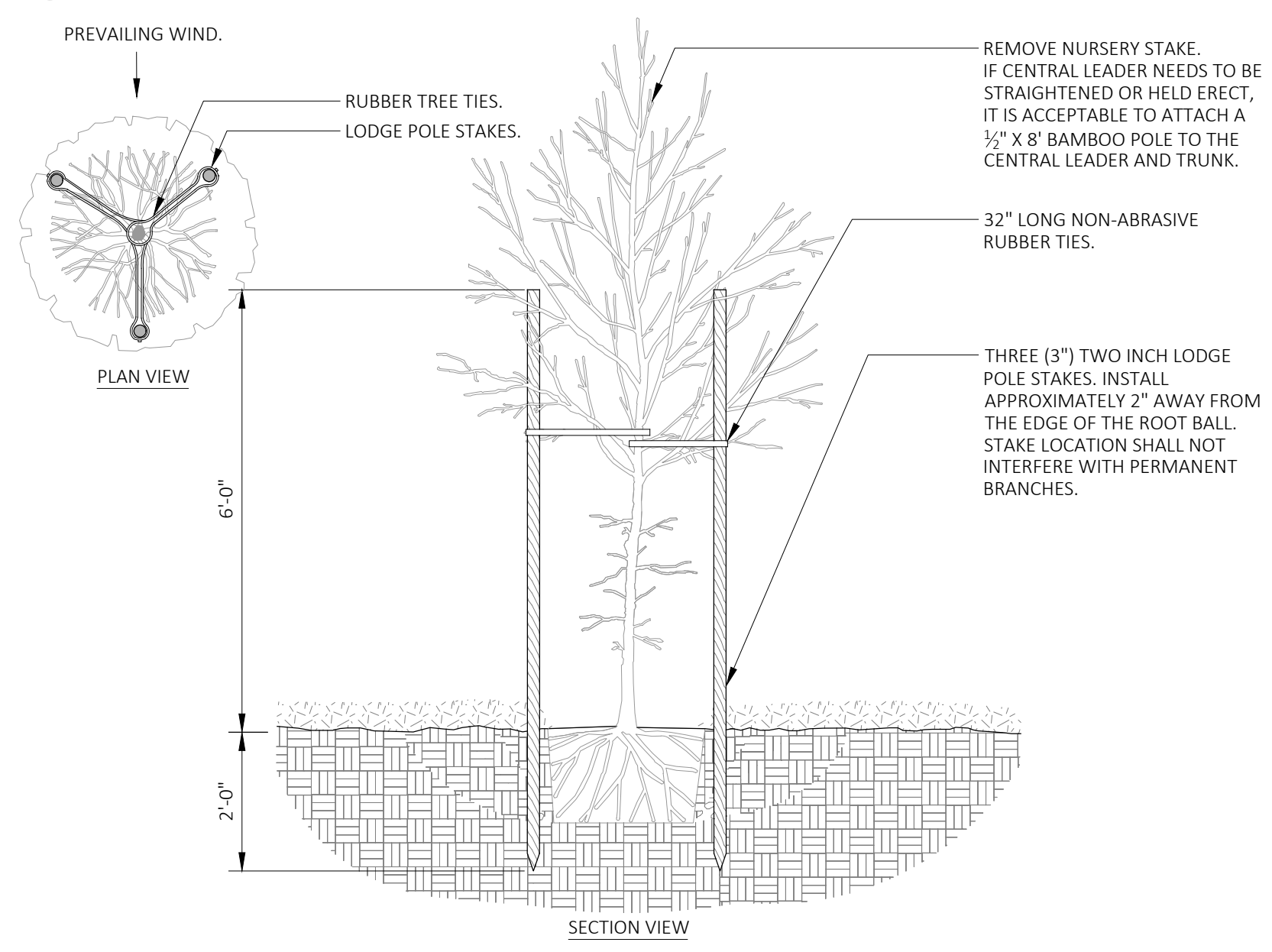
NOTES:  
 1- SEE PLANTING LEGEND FOR GROUND COVER SPECIES, SIZE, AND SPACING DIMENSION.  
 2- SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).  
 3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUND COVER PRIOR TO MULCHING.

**5 GROUND COVER**  
 NOT TO SCALE 00-04

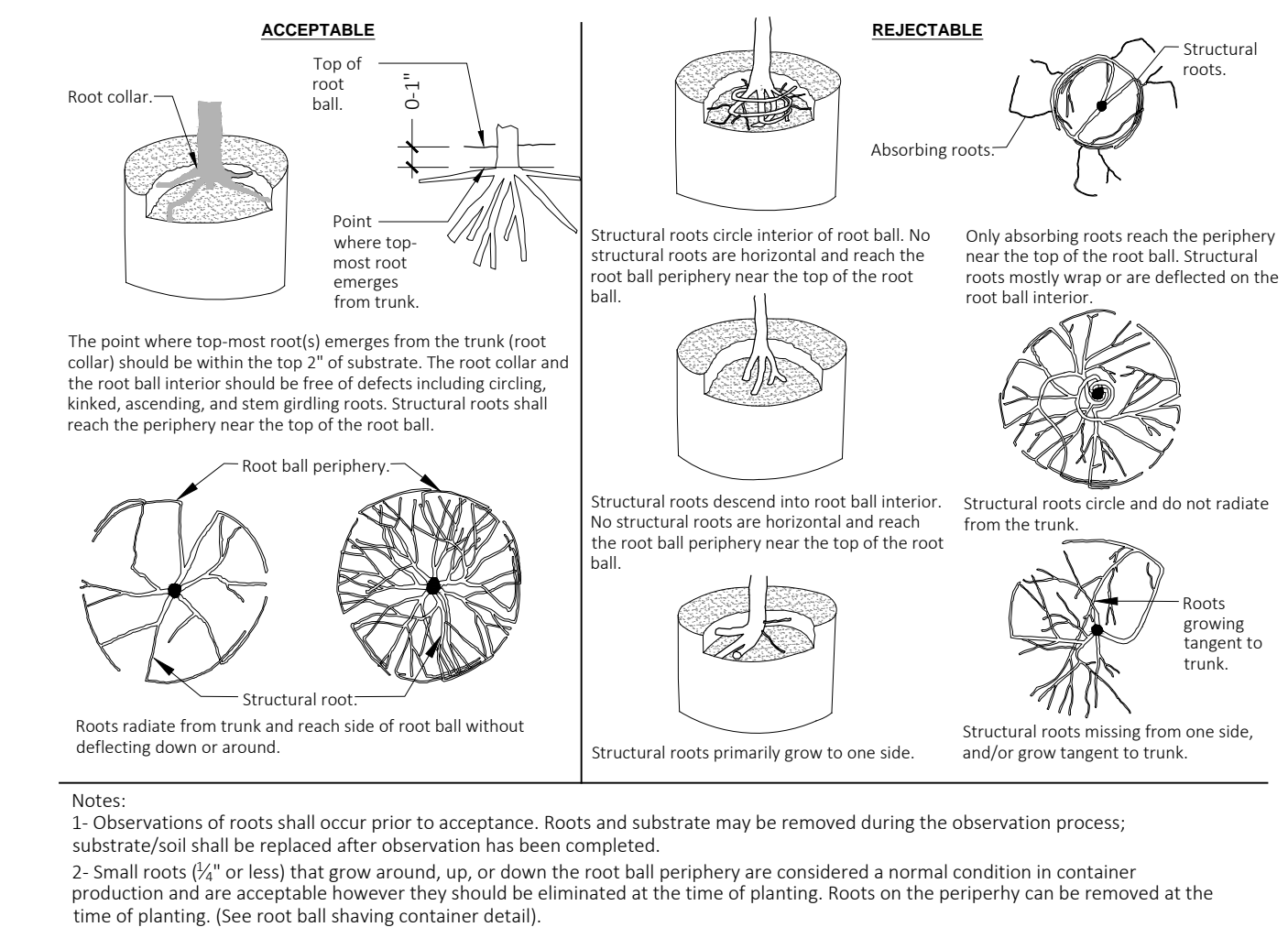


NOTES:  
 1- CONTRACTOR TO ASSURE DRAINAGE/PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION.  
 2- CONTRACTOR TO STAKE LOCATION OF PALMS, OUTSIDE OF CONFLICT WITH UNDERGROUND UTILITIES, FOR LANDSCAPE ARCHITECT'S REVIEW AND APPROVAL PRIOR TO INSTALLATION.  
 3- ALL TREES PLANTED SHALL BE STAKED OR GUYED FOR A PERIOD OF AT LEAST SIX (6) MONTHS IN ACCORDANCE WITH THE FOLLOWING PLANTING DETAIL.

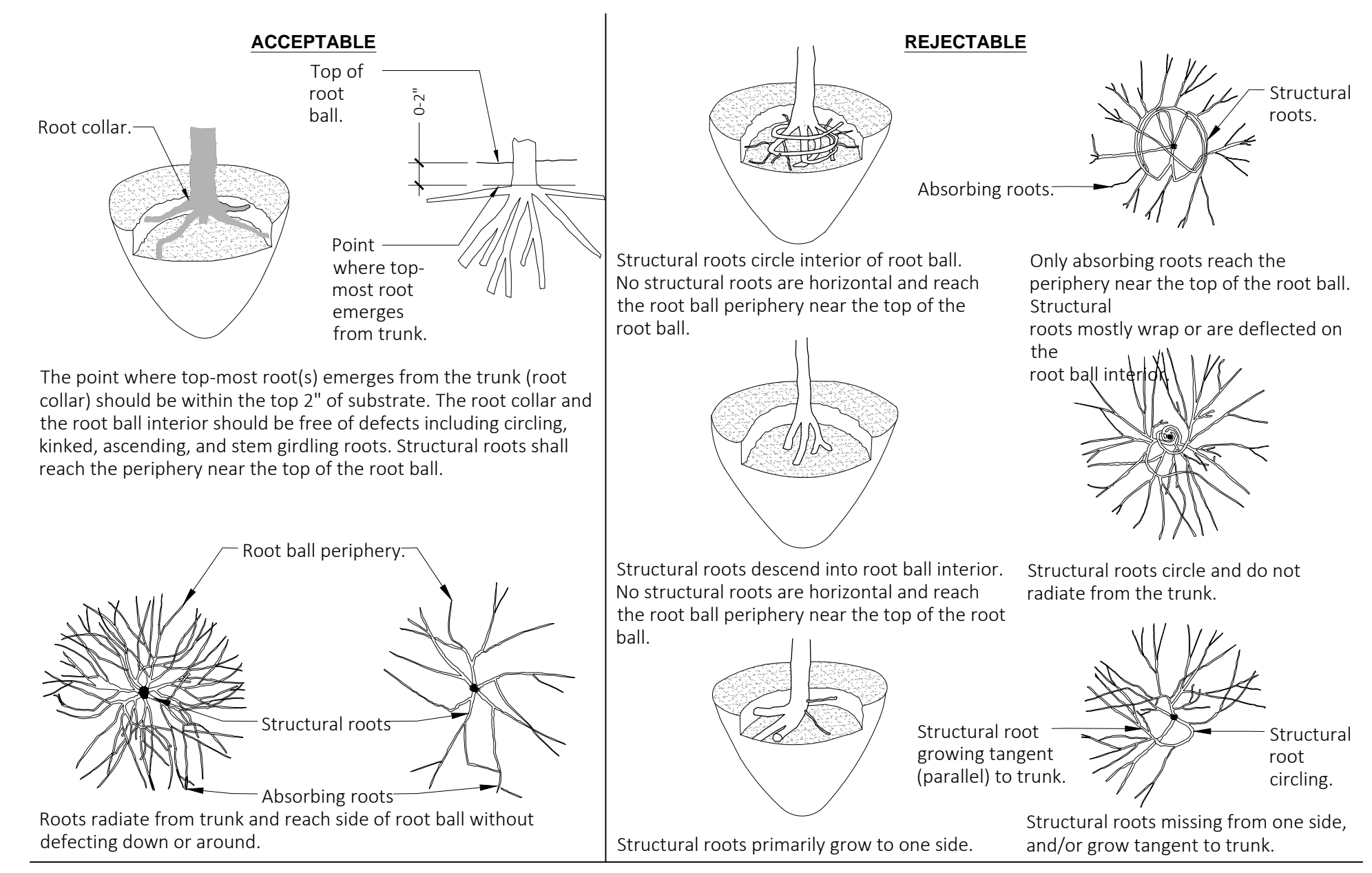
**4 PALM PLANTING & STAKING DETAIL**  
 NOT TO SCALE 00-03



**3 TREE STAKING - LODGE POLES (3) (TREES > 12' OA.)**  
 NOT TO SCALE 00-14



**2 ROOT OBSERVATIONS DETAIL - CONTAINER**  
 1" = 1'-0" 00-08



**1 ROOT OBSERVATIONS DETAIL - BALLED AND BURLAPPED**  
 NOT TO SCALE 00-09

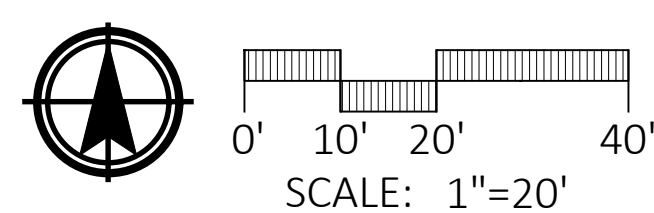
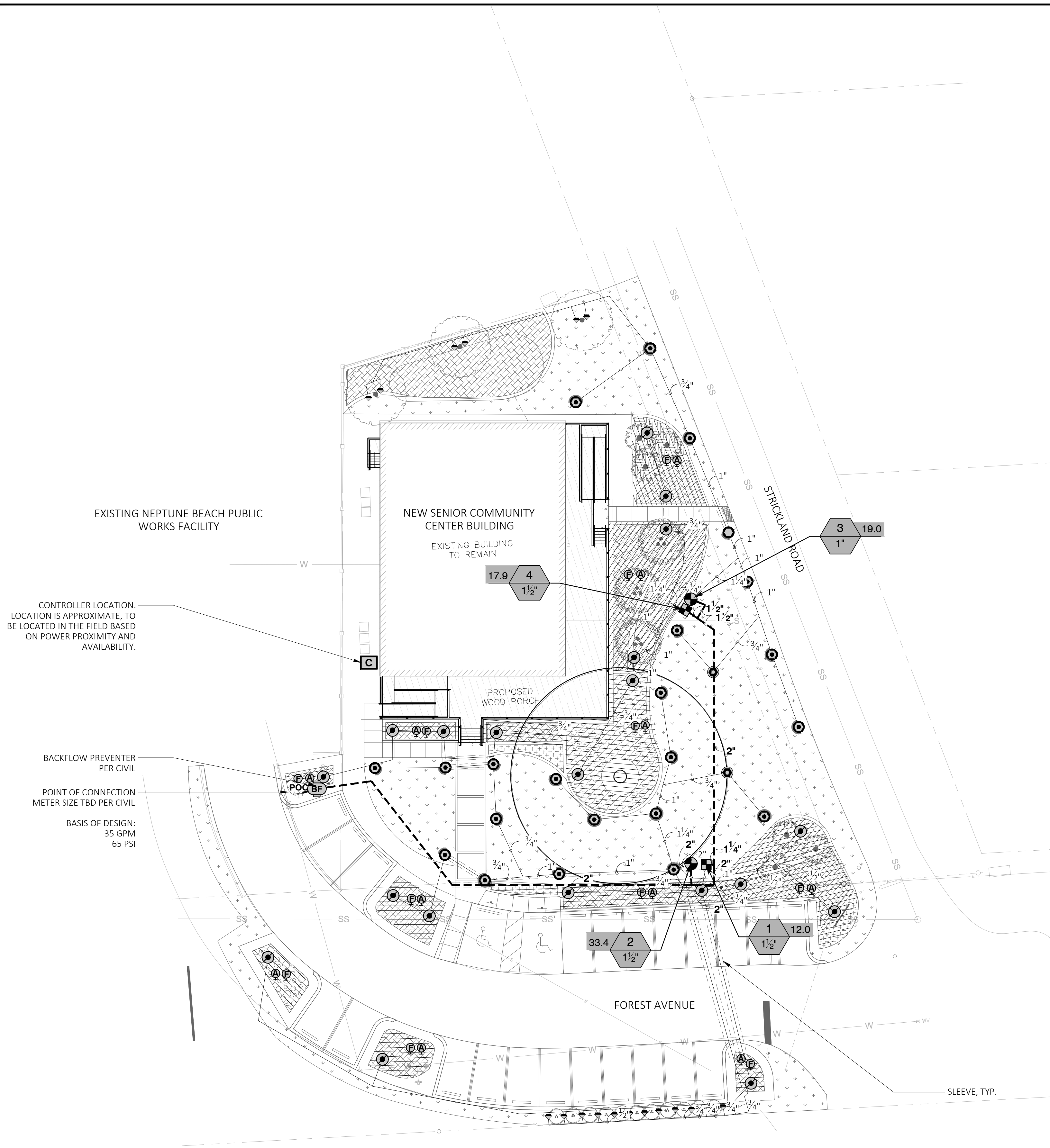
PERMIT+BD SET	02/17/22
30% DD REVIEW	12/23/21
SYM	DESCRIPTION DATE
DRAWING NO.: L-3.3	

**IRRIGATION SCHEDULE**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	RAIN BIRD R-VAN18 1804-SAM-P45 TURF ROTARY, 13'-18' 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	1	45
	RAIN BIRD R-VAN24 1804-SAM-P45 TURF ROTARY, 17'-24' 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	23	45
	RAIN BIRD 1804-1400 FLOOD 1401 FLOOD BUBBLER 4.0" POPUP	18	40
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	RAIN BIRD XCZ-150-LCS HIGH FLOW CONTROL ZONE KIT, FOR LARGE COMMERCIAL DRIP ZONES. 1-1/2" PEB GLOBE VALVE WITH SINGLE 1-1/2" PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER. FLOW RANGE: 15-62 GPM.	2	
	RAIN BIRD MDCFCAP DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	11	
	RAIN BIRD ARV050 1/2" AIR RELIEF VALVE, MADE OF QUALITY RUST-PROOF MATERIALS, WITH A 6" DRIP VALVE BOX (SEB 7XB EMITTER BOX). USE WITH INSTALLATION BELOW SOIL. THE VALVE WILL ALLOW AIR TO ESCAPE THE PIPELINE, THUS PREVENTING WATER HAMMER OR BLOCKAGE.	11	
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFD-06-18 XFD ON-SURFACE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.	4,742 L.F.	40
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	RAIN BIRD PEB 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	2	
	ZURN 375 1-1/2" REDUCED PRESSURE PRINCIPLE ASSEMBLY. SIZES 1/2", 3/4", 1", 1-1/4", 1-1/2", 2".	1	
	RAIN BIRD ESP4ME3 WITH (1) ESP-SM3 7 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1	
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	1,498 L.F.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40	265.0 L.F.	
	PIPE SLEEVE: PVC CLASS 200 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	188.9 L.F.	
	Valve Callout Valve Number Valve Flow Valve Size		

**VALVE SCHEDULE**

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	PSI	PSI @ POC	PRECIP
1	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	14.41	1,802 L.F.	381.1	202.9	40	45.78	59.45	0.61 in/h
2	RAIN BIRD PEB	1-1/2"	TURF ROTARY	33.44	279.7 L.F.	507.8	193.1	40	46.23	59.78	0.58 in/h
3	RAIN BIRD PEB	1"	TURF ROTARY	19.04	15	361.9	293.0	45	50.38	64.98	0.36 in/h
4	RAIN BIRD XCZ-150-LCS Common Wire	1-1/2"	AREA FOR DRIPLINE	17.91	2,687 L.F.	247.3	265.0	40	43.71	58.25	0.53 in/h



# SEE IRRIGATION SCHEDULE ON SHEET L-4.1 FOR SPECS.

## ZURN Model 375 Reduced Pressure Principle Assembly

**Application**  
Designed for installation on potable water lines to protect against both backphoenage and backpressure of contaminated water into the potable water supply. The Model 375 provides protection where a potential health hazard exists. Ideal for use where lead-free\* valves are required.

- Standards Compliance (Unless Otherwise Noted, Sizes 2 1/2" Thru 10")**
- ASSE® Listed 1013
  - IAPMO® Listed
  - CSA® Certified B64.4 (2 1/2" thru 8")
  - AWWA Compliant C511, and C550
  - FM® Approved
  - UL® Classified
  - C-UL® Classified
  - NYC MEA 49-01-M Vol 2
  - Approved by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California.
  - Meets the requirements of NSF/ANSI/CAN 61\* (\*0.25% MAX. WEIGHTED AVERAGE LEAD CONTENT)

- Materials**
- Main valve body: Ductile Iron ASTM A 536
  - Access covers: Ductile Iron ASTM A 536
  - Coatings: NSF Approved fusion epoxy finish
  - Internals: Stainless steel, 300 Series
  - Fasteners: Stainless Steel, 300 Series
  - Seal rings: EPDM (FDA approved)
  - O-rings: Buna Nitrile (FDA approved)
  - Springs: Stainless Steel, 300 Series
  - Sensing line: Stainless Steel, braided hose

- Features**
- Sizes: 2 1/2", 3", 4", 6", 8", 10"
  - Maximum working water pressure: 175 PSI
  - Maximum working water temperature: 140°F
  - Hydrostatic test pressure: 350 PSI
  - End connections (Grooved for steel pipe): AWWA C606 (Flanged)
  - End connections (Grooved for steel pipe): ANSI B16.42 Class 150

**Attention:**  
Model 375 (flange body) and Model 375A (grooved body) have different lay lengths.

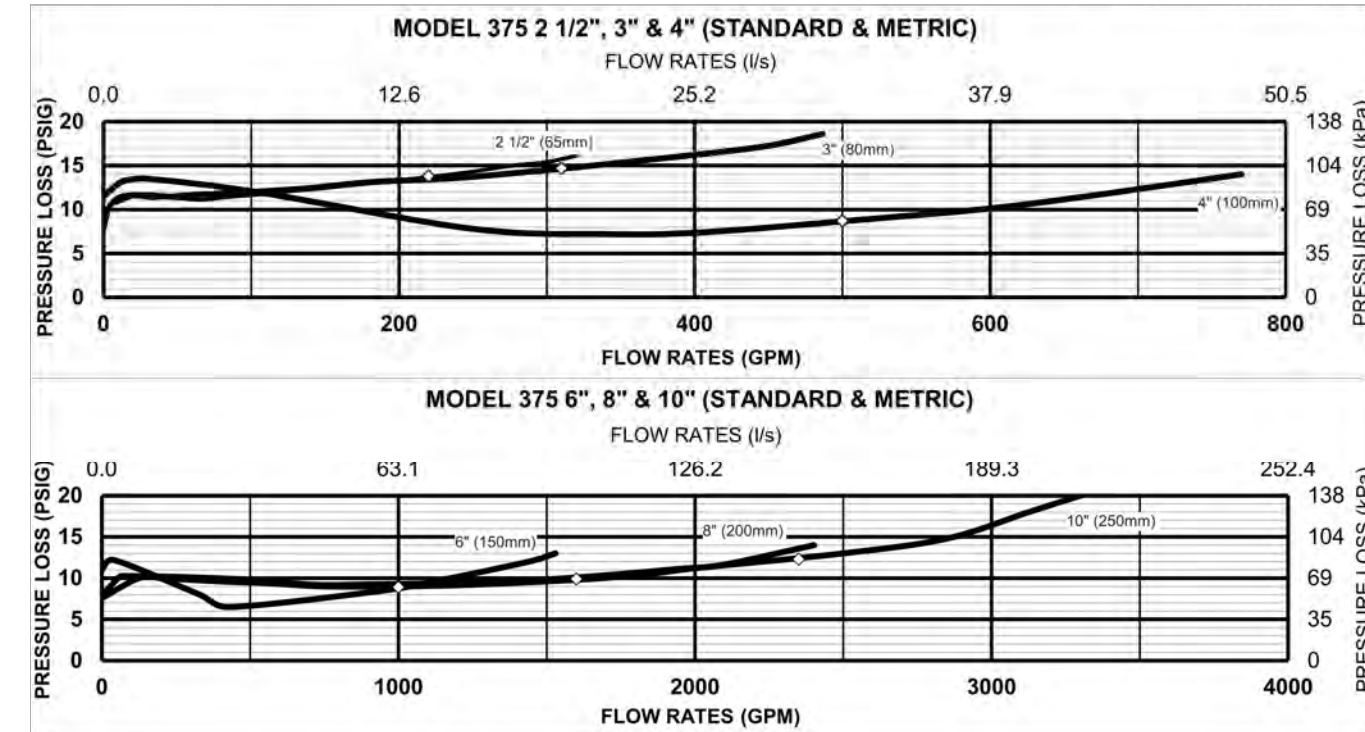
**Dimensions & Weights (do not include pkg.)**

MODEL 375 SIZE	DIMENSION (approximate)										WEIGHT (lb)
	A	B	C	D	E	F	G	H	I	J	
2 1/2"	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
3"	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
4"	14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0
6"	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
8"	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0	22.0
10"	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0

Zurn Industries, LLC | Wilkins  
1747 Commerce Way, Paso Robles, CA U.S.A. 93446 Ph. 855-663-9876, Fax 805-238-5766  
In Canada | Zurn Industries Limited  
7900 Goreway Drive, Unit 10, Brampton, Ontario L6T 5W6, 877-892-5216  
www.zurn.com

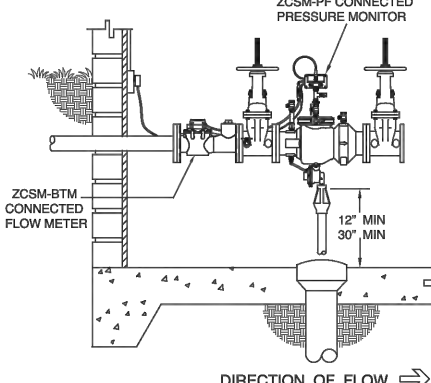
Rev. M  
Date: 9/21  
Document No. BF-375  
Patent No. 5, 913, 331  
Product No. Model 375

**Flow Characteristics**

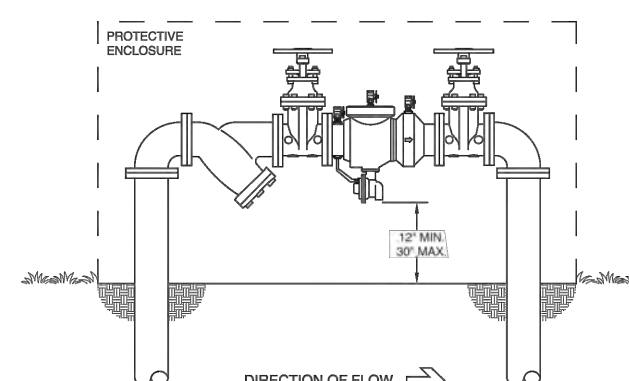


**Typical Installation**  
Local codes shall govern installation requirements. Unless otherwise specified, the assembly shall be mounted at a minimum of 12" (305mm) and a maximum of 30" (762mm) above adequate drains with sufficient side clearance for testing and maintenance. The installation shall be made so that no part of the unit can be submerged.

Pipe size	5 ft/sec	7.5 ft/sec	10 ft/sec	15 ft/sec
2 1/2"	75	112	149	224
3"	115	173	230	346
4"	198	298	397	595
6"	450	675	900	1351
8"	780	1169	1559	2339
10"	1229	1843	2458	3687
12"	1763	2644	3525	5288



**INDOOR INSTALLATION**  
(375OSY with ZCSPF Connected Pressure Monitor and ZCSPM Connected Flow Meter accessories)

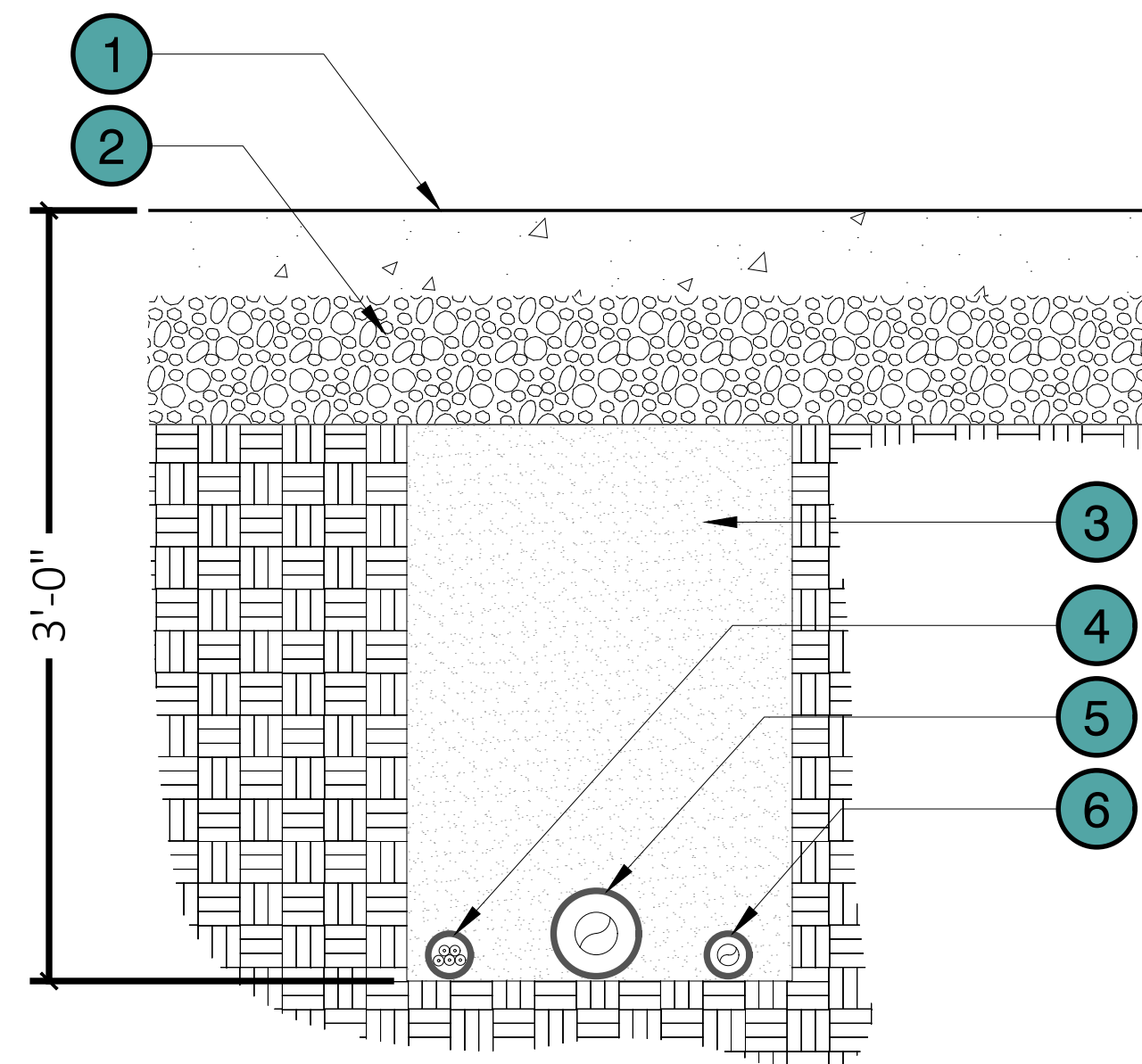


**OUTDOOR INSTALLATION**

**Specifications**

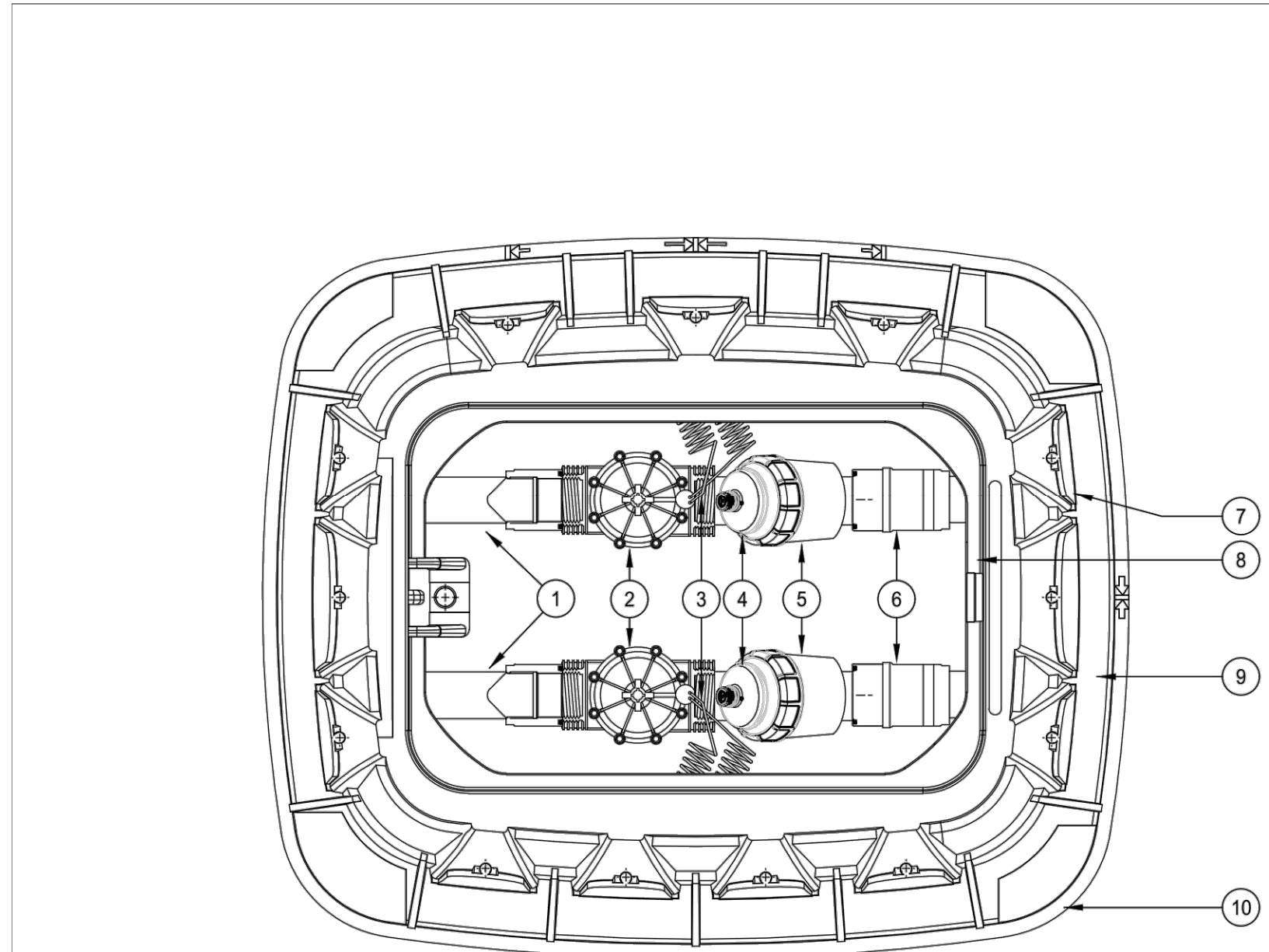
The Reduced Pressure Principle Backflow Prevention Assembly shall be certified to NSF/ANSI/CAN 61, ASSE® Listed 1013, and supplied with full port gate valves. The main body and access cover shall be epoxy coated ductile iron (ASTM A 536), the seat ring and check valve shall be NORYL™, the stem shall be stainless steel (ASTM A 276) and the seat disc elastomers shall be EPDM. The checks and the relief valve shall be accessible for maintenance without removing the device from the line. The Reduced Pressure Principle Backflow Prevention Assembly shall be a ZURN WILKINS Model 375.

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1747 Commerce Way, Paso Robles, CA U.S.A. 93446 Ph. 855-663-9876, Fax 805-238-5766  
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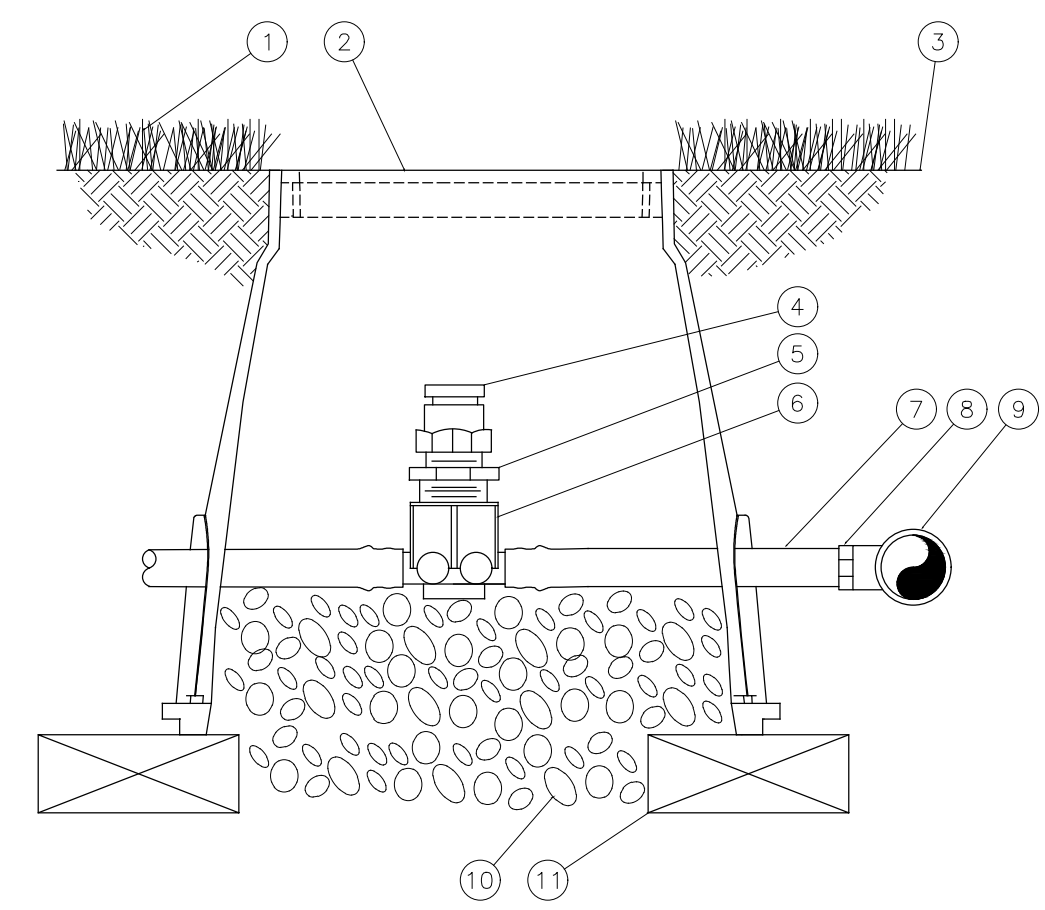
**NOTES:**

- SEE IRRIGATION LEGEND FOR MAINLINE SIZE AND TYPE.
- ALL SLEEVES SHALL BE SCH. 40 PVC PIPE.
- ALL SLEEVES SHALL EXTEND 12" BEYOND THE EDGE OF PAVEMENT.
- END OF SLEEVES SHALL BE LOCATED WITH A WOODEN STAKE OR PVC PIPE. LOCATORS SHALL RUN CONTINUOUSLY FROM THE END OF THE SLEEVE TO FINISHED GRADE.



- ① CONNECTION TO MAINLINE
- ② 1 1/2" PESB-R VALVE (INCLUDED IN X CZ-150-LCDR KIT)
- ③ 30-INCH LINEAR LENGTH OF WIRE, COILED
- ④ 1 1/2" SCH 40 ADAPTER (INCLUDED IN X CZ-150-LCDR KIT)
- ⑤ 1 1/2" FILTER - RAIN BIRD LARGE CAPACITY DISC FILTER (INCLUDED IN X CZ-150-LCDR KIT)
- ⑥ 1 1/2" HIGH FLOW PRESSURE REGULATOR (INCLUDED IN X CZ-150-LCDR KIT)
- ⑦ USE TWO(2) OF THREE(3) OPENINGS ON SHORT SIDE OF VALVE BOX FOR THE LATERAL LINES OUT OF THE BOX
- ⑧ TOP OF RAIN BIRD VALVE BOX
- ⑨ JUMBO VALVE BOX WITH PURPLE COVER: RAIN BIRD VBUMBPL
- ⑩ BASE OF RAIN BIRD VALVE BOX

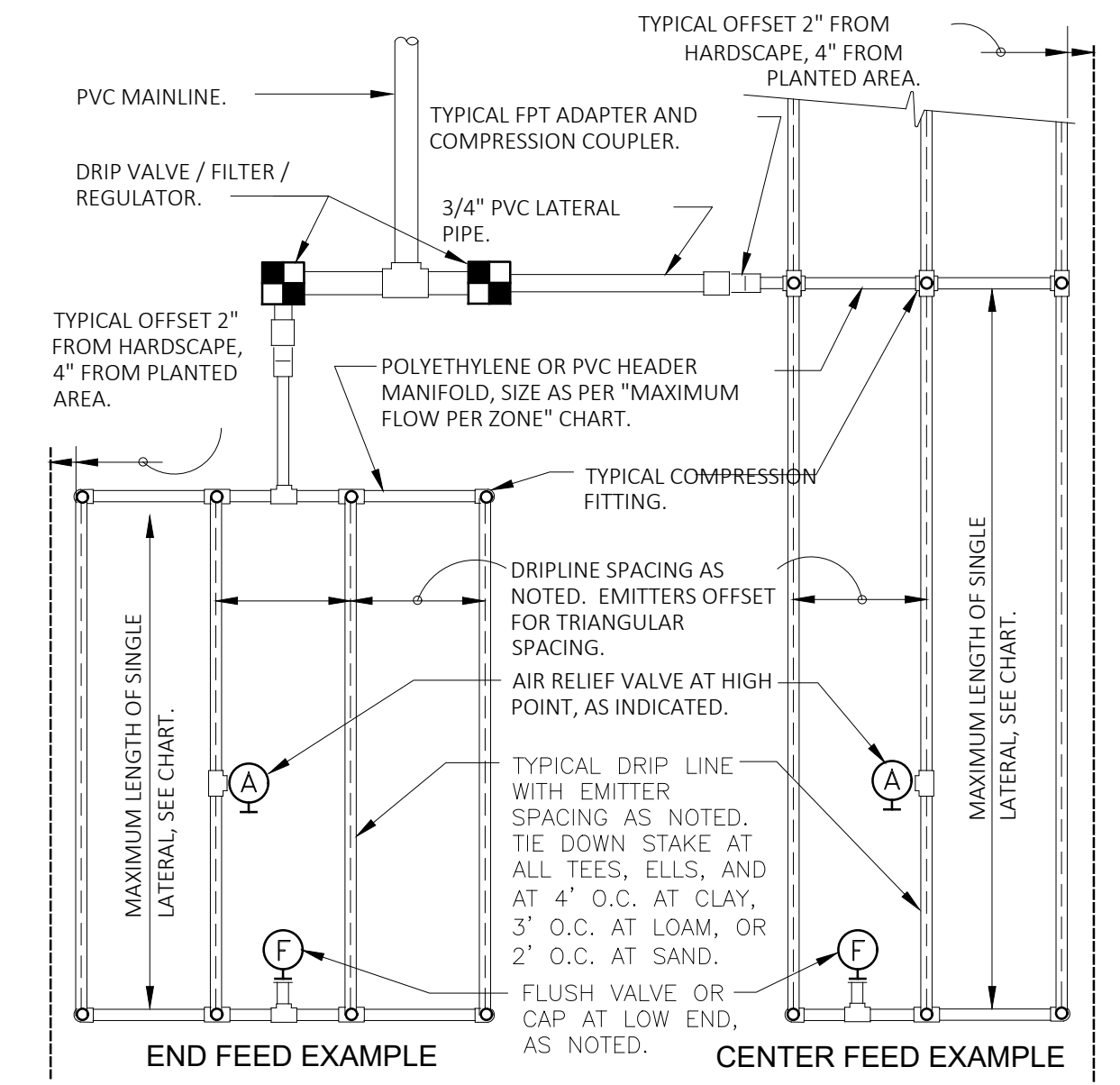
**D** X CZ-150-LCDR 1.5" COMMERCIAL - TWO CONTROL ZONE KITS IN JUMBO VALVE BOX  
 N.T.S. 2-14-18  
 X CZ-150-LCDR 2 VALVES.dwg



- ① TURF GRASS
- ② SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
- ③ FINISH GRADE
- ④ 1/2" AIR RELIEF VALVE: RAIN BIRD ARV050 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
- ⑤ 1/2" X 3/4" PVC REDUCER BUSHING
- ⑥ BARB X FEMALE THREAD CONNECTOR: RAIN BIRD XFD-TFA FITTING
- ⑦ 1/2" BLANK DRIPLENE TUBING: RAIN BIRD XF SERIES
- ⑧ BARB X MALE THREAD CONNECTOR: RAIN BIRD XFF-MA FITTING
- ⑨ PVC TEE CONNECTED TO PVC HEADER PIPE
- ⑩ 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
- ⑪ BRICK (1 OF 2)

**03** ZONE CONTROL SPEC SHEET DETAIL

SEE IRRIGATION SCHEDULE ON SHEET L-4.1 FOR SPECS.



**1** TYPICAL RAIN BIRD DRIPLENE REQUIREMENTS  
 N.T.S.

PSI	EMITTER FLOW RATE GPH					
	12" SPACING		18" SPACING		24" SPACING	
	0.6	0.9	0.6	0.9	0.6	0.9
10	125	96	175	135	218	171
20	249	191	350	171	442	340
30	307	236	434	333	550	422
40	350	268	495	380	627	171
50	125	96	175	135	218	171
60	125	96	175	135	218	171

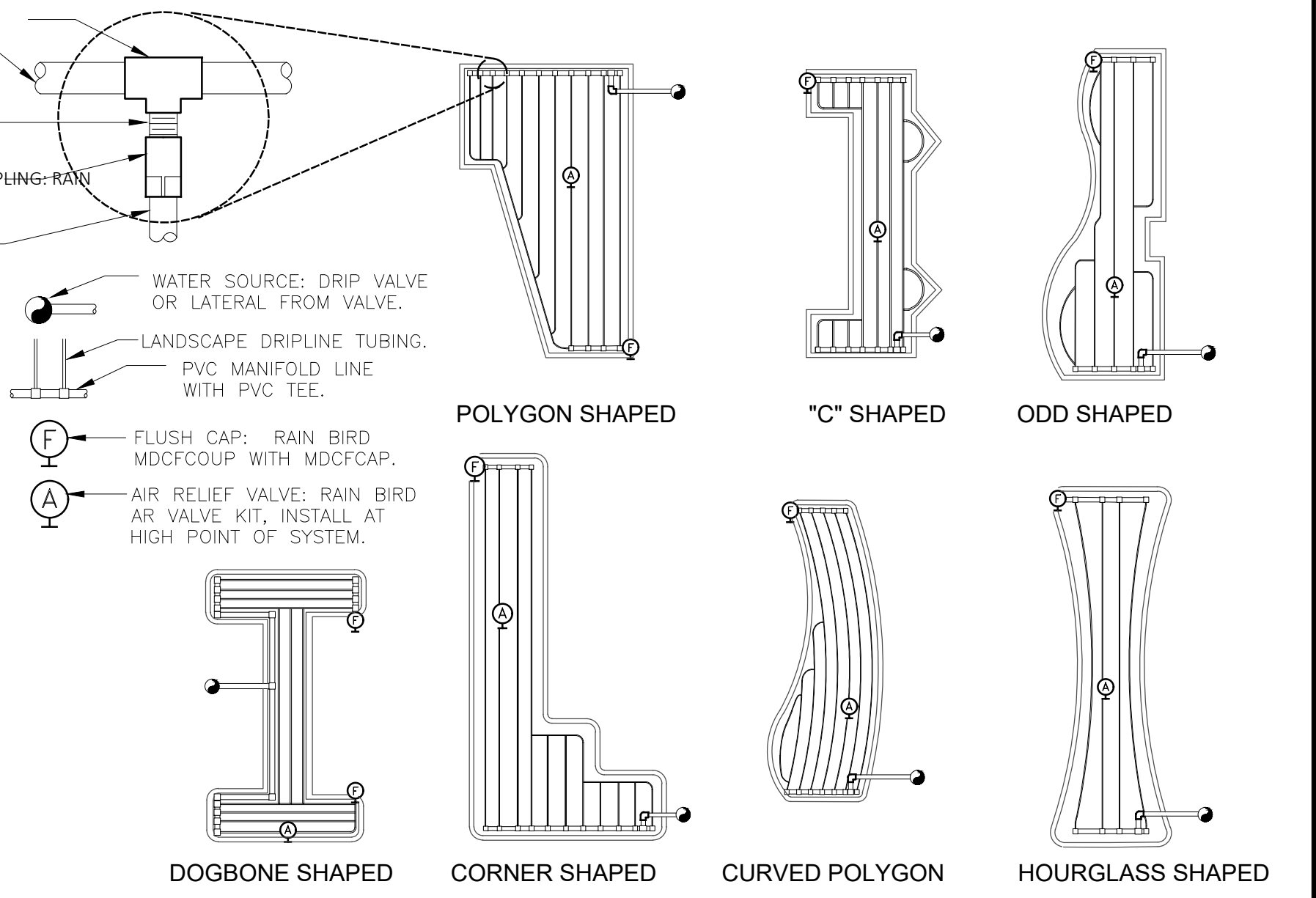
EMITTER SPACING	GRID PRECIPITATION RATES (IN/HR)	
	0.6	0.9
12	12	0.96
18	18	0.69
24	24	0.28

EMITTER FLOW	LATERAL FLOW PER 100 FT (GPM)		
	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

SCHEDULE 40 PVC HEADER SIZE	MAXIMUM FLOW PER ZONE	
	MAX GPM	PSI LOSS
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI

- SLOPED CONDITION NOTE:
1. DRIPLENE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
  2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
  3. NORMAL SPACING WITHIN THE TOP 1/3 OF SLOPE.
  4. INSTALL DRIPLENE AT 25% GREATER SPACING AT THE BOTTOM 1/3 OF THE SLOPE.
  5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.

**2** RAINBIRD ARV050 1/2" AIR RELIEF VALVE WITH 6" DRIP VALVE BOX  
 NOT TO SCALE 0000-06





Tech Spec

1800° Series Spray Heads  
Industry's Leading Spray Heads

Trusted for over 30 years, 1800 Series Spray Heads have provided unmatched durability, reliability, and performance.

Features

Co-molded, pressure-activated, multi-functional wiper seal assures positive seal without excess "flow by" which enables more heads to be installed on the same valve.

Designed for use with all Rain Bird plastic spray head nozzles - L Series, HE-VAN, R-VAN, MPR, VAN, and XPCN Series.

Strong stainless steel spring provides reliable stem retraction.

Constructed of time-proven UV-resistant plastic and corrosion resistant stainless steel parts, assuring long product life.

Side inlets featured on 1806, 1806PRS, 1806P45, 1812, 1812PRS, and 1812P45 models only.

Operating Range

Spacing: 2.5 to 24 feet (0.8 to 7.3 m)  
Pressure: 25 to 70 psi (1.7 to 4.8 bar)

Specifications

Flow-by: 0 at 8 psi (0.6 bar) or greater;  
0.1 gpm (0.02 m³/h; 0.006 l/s) otherwise

Dimensions/Models

- 1/2" (15/21) NPT female threaded inlet
- Models and height:
- 1802: 4" (10 cm) body height; 2" pop-up height (5 cm)
- 1804: 6" (15 cm) body height; 4" pop-up height (10 cm)
- 1806: 9" (24 cm) body height; 6" pop-up height (15 cm)
- 1812: 16" (40 cm) body height; 12" pop-up height (30 cm)
- Exposed surface diameter: 2 1/4" (5.7 cm)

How To Specify

1804 - SAM - PRS

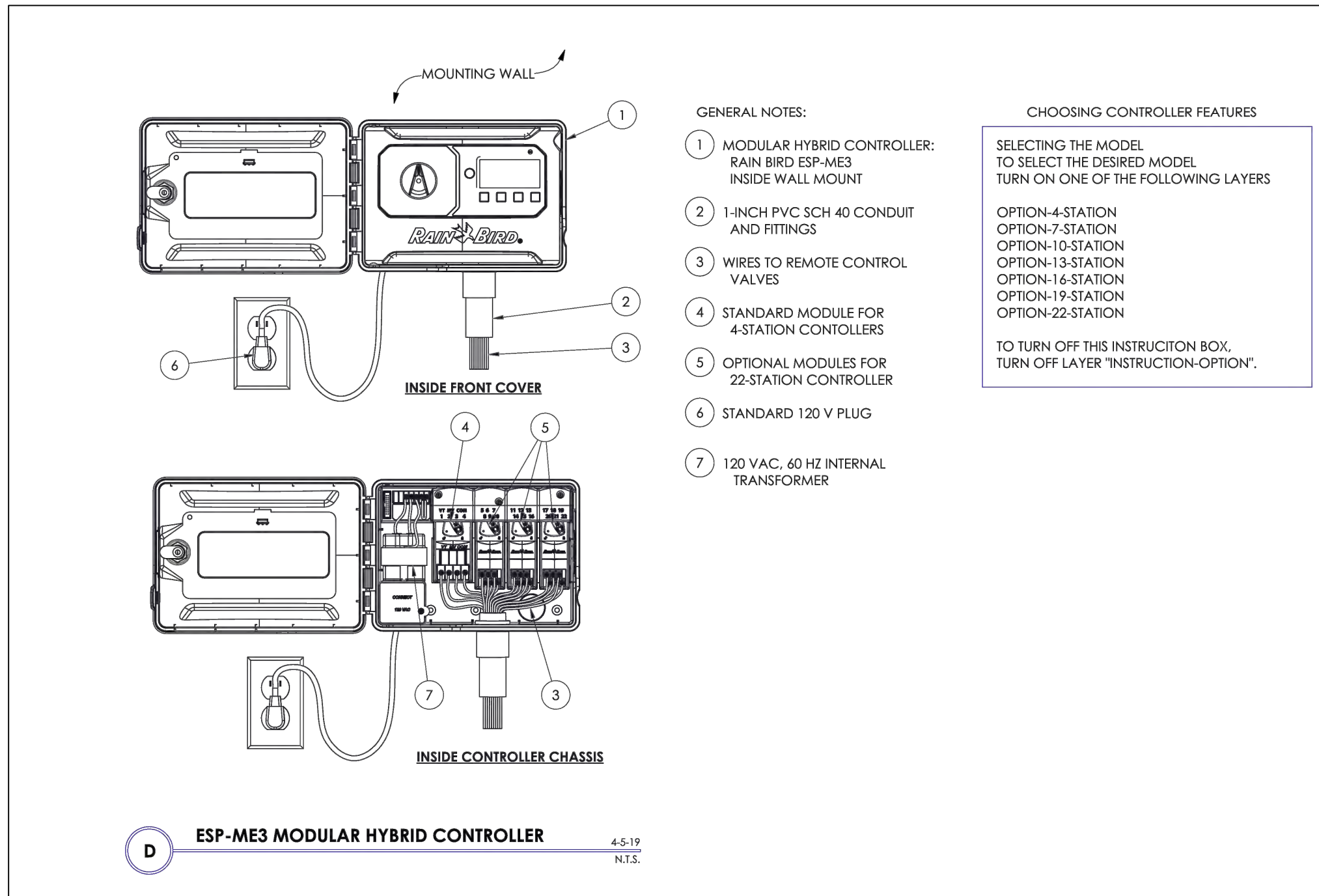
Optional Feature: PRS (3psi @ 2.1 bar) in-stem pressure regulation  
SAM: Seal-A-Matic® check valve  
Model: 1804 (110.2 cm) pop-up height

How To Specify

1804 - SAM-P45 - R-VAN18-360

Radius Range (E, L, 1/2, 3/4, 6, 10, 15, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90, 96, 102, 108, 114, 120, 126, 132, 138, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198, 204, 210, 216, 222, 228, 234, 240, 246, 252, 258, 264, 270, 276, 282, 288, 294, 300, 306, 312, 318, 324, 330, 336, 342, 348, 354, 360, 366, 372, 378, 384, 390, 396, 402, 408, 414, 420, 426, 432, 438, 444, 450, 456, 462, 468, 474, 480, 486, 492, 498, 504, 510, 516, 522, 528, 534, 540, 546, 552, 558, 564, 570, 576, 582, 588, 594, 600, 606, 612, 618, 624, 630, 636, 642, 648, 654, 660, 666, 672, 678, 684, 690, 696, 702, 708, 714, 720, 726, 732, 738, 744, 750, 756, 762, 768, 774, 780, 786, 792, 798, 804, 810, 816, 822, 828, 834, 840, 846, 852, 858, 864, 870, 876, 882, 888, 894, 900, 906, 912, 918, 924, 930, 936, 942, 948, 954, 960, 966, 972, 978, 984, 990, 996, 1002, 1008, 1014, 1020, 1026, 1032, 1038, 1044, 1050, 1056, 1062, 1068, 1074, 1080, 1086, 1092, 1098, 1104, 1110, 1116, 1122, 1128, 1134, 1140, 1146, 1152, 1158, 1164, 1170, 1176, 1182, 1188, 1194, 1200, 1206, 1212, 1218, 1224, 1230, 1236, 1242, 1248, 1254, 1260, 1266, 1272, 1278, 1284, 1290, 1296, 1302, 1308, 1314, 1320, 1326, 1332, 1338, 1344, 1350, 1356, 1362, 1368, 1374, 1380, 1386, 1392, 1398, 1404, 1410, 1416, 1422, 1428, 1434, 1440, 1446, 1452, 1458, 1464, 1470, 1476, 1482, 1488, 1494, 1500, 1506, 1512, 1518, 1524, 1530, 1536, 1542, 1548, 1554, 1560, 1566, 1572, 1578, 1584, 1590, 1596, 1602, 1608, 1614, 1620, 1626, 1632, 1638, 1644, 1650, 1656, 1662, 1668, 1674, 1680, 1686, 1692, 1698, 1704, 1710, 1716, 1722, 1728, 1734, 1740, 1746, 1752, 1758, 1764, 1770, 1776, 1782, 1788, 1794, 1800, 1806, 1812, 1818, 1824, 1830, 1836, 1842, 1848, 1854, 1860, 1866, 1872, 1878, 1884, 1890, 1896, 1902, 1908, 1914, 1920, 1926, 1932, 1938, 1944, 1950, 1956, 1962, 1968, 1974, 1980, 1986, 1992, 1998, 2004, 2010, 2016, 2022, 2028, 2034, 2040, 2046, 2052, 2058, 2064, 2070, 2076, 2082, 2088, 2094, 2100, 2106, 2112, 2118, 2124, 2130, 2136, 2142, 2148, 2154, 2160, 2166, 2172, 2178, 2184, 2190, 2196, 2202, 2208, 2214, 2220, 2226, 2232, 2238, 2244, 2250, 2256, 2262, 2268, 2274, 2280, 2286, 2292, 2298, 2304, 2310, 2316, 2322, 2328, 2334, 2340, 2346, 2352, 2358, 2364, 2370, 2376, 2382, 2388, 2394, 2400, 2406, 2412, 2418, 2424, 2430, 2436, 2442, 2448, 2454, 2460, 2466, 2472, 2478, 2484, 2490, 2496, 2502, 2508, 2514, 2520, 2526, 2532, 2538, 2544, 2550, 2556, 2562, 2568, 2574, 2580, 2586, 2592, 2598, 2604, 2610, 2616, 2622, 2628, 2634, 2640, 2646, 2652, 2658, 2664, 2670, 2676, 2682, 2688, 2694, 2700, 2706, 2712, 2718, 2724, 2730, 2736, 2742, 2748, 2754, 2760, 2766, 2772, 2778, 2784, 2790, 2796, 2802, 2808, 2814, 2820, 2826, 2832, 2838, 2844, 2850, 2856, 2862, 2868, 2874, 2880, 2886, 2892, 2898, 2904, 2910, 2916, 2922, 2928, 2934, 2940, 2946, 2952, 2958, 2964, 2970, 2976, 2982, 2988, 2994, 3000, 3006, 3012, 3018, 3024, 3030, 3036, 3042, 3048, 3054, 3060, 3066, 3072, 3078, 3084, 3090, 3096, 3102, 3108, 3114, 3120, 3126, 3132, 3138, 3144, 3150, 3156, 3162, 3168, 3174, 3180, 3186, 3192, 3198, 3204, 3210, 3216, 3222, 3228, 3234, 3240, 3246, 3252, 3258, 3264, 3270, 3276, 3282, 3288, 3294, 3300, 3306, 3312, 3318, 3324, 3330, 3336, 3342, 3348, 3354, 3360, 3366, 3372, 3378, 3384, 3390, 3396, 3402, 3408, 3414, 3420, 3426, 3432, 3438, 3444, 3450, 3456, 3462, 3468, 3474, 3480, 3486, 3492, 3498, 3504, 3510, 3516, 3522, 3528, 3534, 3540, 3546, 3552, 3558, 3564, 3570, 3576, 3582, 3588, 3594, 3600, 3606, 3612, 3618, 3624, 3630, 3636, 3642, 3648, 3654, 3660, 3666, 3672, 3678, 3684, 3690, 3696, 3702, 3708, 3714, 3720, 3726, 3732, 3738, 3744, 3750, 3756, 3762, 3768, 3774, 3780, 3786, 3792, 3798, 3804, 3810, 3816, 3822, 3828, 3834, 3840, 3846, 3852, 3858, 3864, 3870, 3876, 3882, 3888, 3894, 3900, 3906, 3912, 3918, 3924, 3930, 3936, 3942, 3948, 3954, 3960, 3966, 3972, 3978, 3984, 3990, 3996, 4002, 4008, 4014, 4020, 4026, 4032, 4038, 4044, 4050, 4056, 4062, 4068, 4074, 4080, 4086, 4092, 4098, 4104, 4110, 4116, 4122, 4128, 4134, 4140, 4146, 4152, 4158, 4164, 4170, 4176, 4182, 4188, 4194, 4200, 4206, 4212, 4218, 4224, 4230, 4236, 4242, 4248, 4254, 4260, 4266, 4272, 4278, 4284, 4290, 4296, 4302, 4308, 4314, 4320, 4326, 4332, 4338, 4344, 4350, 4356, 4362, 4368, 4374, 4380, 4386, 4392, 4398, 4404, 4410, 4416, 4422, 4428, 4434, 4440, 4446, 4452, 4458, 4464, 4470, 4476, 4482, 4488, 4494, 4500, 4506, 4512, 4518, 4524, 4530, 4536, 4542, 4548, 4554, 4560, 4566, 4572, 4578, 4584, 4590, 4596, 4602, 4608, 4614, 4620, 4626, 4632, 4638, 4644, 4650, 4656, 4662, 4668, 4674, 4680, 4686, 4692, 4698, 4704, 4710, 4716, 4722, 4728, 4734, 4740, 4746, 4752, 4758, 4764, 4770, 4776, 4782, 4788, 4794, 4800, 4806, 4812, 4818, 4824, 4830, 4836, 4842, 4848, 4854, 4860, 4866, 4872, 4878, 4884, 4890, 4896, 4902, 4908, 4914, 4920, 4926, 4932, 4938, 4944, 4950, 4956, 4962, 4968, 4974, 4980, 4986, 4992, 4998, 5004, 5010, 5016, 5022, 5028, 5034, 5040, 5046, 5052, 5058, 5064, 5070, 5076, 5082, 5088, 5094, 5100, 5106, 5112, 5118, 5124, 5130, 5136, 5142, 5148, 5154, 5160, 5166, 5172, 5178, 5184, 5190, 5196, 5202, 5208, 5214, 5220, 5226, 5232, 5238, 5244, 5250, 5256, 5262, 5268, 5274, 5280, 5286, 5292, 5298, 5304, 5310, 5316, 5322, 5328, 5334, 5340, 5346, 5352, 5358, 5364, 5370, 5376, 5382, 5388, 5394, 5400, 5406, 5412, 5418, 5424, 5430, 5436, 5442, 5448, 5454, 5460, 5466, 5472, 5478, 5484, 5490, 5496, 5502, 5508, 5514, 5520, 5526, 5532, 5538, 5544, 5550, 5556, 5562, 5568, 5574, 5580, 5586, 5592, 5598, 5604, 5610, 5616, 5622, 5628, 5634, 5640, 5646, 5652, 5658, 5664, 5670, 5676, 5682, 5688, 5694, 5700, 5706, 5712, 5718, 5724, 5730, 5736, 5742, 5748, 5754, 5760, 5766, 5772, 5778, 5784, 5790, 5796, 5802, 5808, 5814, 5820, 5826, 5832, 5838, 5844, 5850, 5856, 5862, 5868, 5874, 5880, 5886, 5892, 5898, 5904, 5910, 5916, 5922, 5928, 5934, 5940, 5946, 5952, 5958, 5964, 5970, 5976, 5982, 5988, 5994, 6000, 6006, 6012, 6018, 6024, 6030, 6036, 6042, 6048, 6054, 6060, 6066, 6072, 6078, 6084, 6090, 6096, 6102, 6108, 6114, 6120, 6126, 6132, 6138, 6144, 6150, 6156, 6162, 6168, 6174, 6180, 6186, 6192, 6198, 6204, 6210, 6216, 6222, 6228, 6234, 6240, 6246, 6252, 6258, 6264, 6270, 6276, 6282, 6288, 6294, 6300, 6306, 6312, 6318, 6324, 6330, 6336, 6342, 6348, 6354, 6360, 6366, 6372, 6378, 6384, 6390, 6396, 6402, 6408, 6414, 6420, 6426, 6432, 6438, 6444, 6450, 6456, 6462, 6468, 6474, 6480, 6486, 6492, 6498, 6504, 6510, 6516, 6522, 6528, 6534, 6540, 6546, 6552, 6558, 6564, 6570, 6576, 6582, 6588, 6594, 6600, 6606, 6612, 6618, 6624, 6630, 6636, 6642, 6648, 6654, 6660, 6666, 6672, 6678, 6684, 6690, 6696, 6702, 6708, 6714, 6720, 6726, 6732, 6738, 6744, 6750, 6756, 6762, 6768, 6774, 6780, 6786, 6792, 6798, 6804, 6810, 6816, 6822, 6828, 6834, 6840, 6846, 6852, 6858, 6864, 6870, 6876, 6882, 6888, 6894, 6900, 6906, 6912, 6918, 6924, 6930, 6936, 6942, 6948, 6954, 6960, 6966, 6972, 6978, 6984, 6990, 6996, 7002, 7008, 7014, 7020, 7026, 7032, 7038, 7044, 7050, 7056, 7062, 7068, 7074, 7080, 7086, 7092, 7098, 7104, 7110, 7116, 7122, 7128, 7134, 7140, 7146, 7152, 7158, 7164, 7170, 7176, 7182, 7188, 7194, 7200, 7206, 7212, 7218, 7224, 7230, 7236, 7242, 7248, 7254, 7260, 7266, 7272, 7278, 7284, 7290, 7296, 7302, 7308, 7314, 7320, 7326, 7332, 7338, 7344, 7350, 7356, 7362, 7368, 7374, 7380, 7386, 7392, 7398, 7404, 7410, 7416, 7422, 7428, 7434, 7440, 7446, 7452, 7458, 7464, 7470, 7476, 7482, 7488, 7494, 7500, 7506, 7512, 7518, 7524, 7530, 7536, 7542, 7548, 7554, 7560, 7566, 7572, 7578, 7584, 7590, 7596, 7602, 7608, 7614, 7620, 7626, 7632, 7638, 7644, 7650, 7656, 7662, 7668, 7674, 7680, 7686, 7692, 7698, 7704, 7710, 7716, 7722, 7728, 7734, 7740, 7746, 7752, 7758, 7764, 7770, 7776, 7782, 7788, 7794, 7800, 7806, 7812, 7818, 7824, 7830, 7836, 7842, 7848, 7854, 7860, 7866, 7872, 7878, 7884, 7890, 7896, 7902, 7908, 7914, 7920, 7926, 7932, 7938, 7944, 7950, 7956, 7962, 7968, 7974, 7980, 7986, 7992, 7998, 8004, 8010, 8016, 8022, 8028, 8034, 8040, 8046, 8052, 8058, 8064, 8070, 8076, 8082, 8088, 8094, 8100, 8106, 8112, 8118, 8124, 8130, 8136, 8142, 8148, 8154, 8160, 8166, 8172, 8178, 8184, 8190, 8196, 8202, 8208, 8214, 8220, 8226, 8232, 8238, 8244, 8250, 8256, 8262, 8268, 8274, 8280, 8286, 8292, 8298, 8304, 8310, 8316, 8322, 8328, 8334, 8340, 8346, 8352, 8358, 8364, 8370, 8376, 8382, 8388, 8394, 8400, 8406, 8412, 8418, 8424, 8430, 8436, 8442, 8448, 8454, 8460, 8466, 8472, 8478, 8484, 8490, 8496, 8502, 8508, 8514, 8520, 8526, 8532, 8538, 8544, 8550, 8556, 8562, 8568, 8574, 8580, 8586, 8592, 8598, 8604, 8610, 8616, 8622, 8628, 8634, 8640, 8646, 8652, 8658, 8664, 8670, 8676, 8682, 8688, 8694, 8700, 8706, 8712, 8718, 8724, 8730, 8736, 8742, 8748, 8754, 8760, 8766, 8772, 8778, 8784, 8790, 8796, 8802, 8808, 8814, 8820, 8826, 8832, 8838, 8844, 8850, 8856, 8862, 8868, 8874, 8880, 8886, 8892, 8898, 8904, 8910, 8916, 8922, 8928, 8934, 8940, 8946, 8952, 8958, 8964, 8970, 8976, 8982, 8988, 8994, 9000, 9006, 9012, 9018, 9024, 9030, 9036, 9042, 9048, 9054, 9060, 9066, 9072, 9078, 9084, 9090, 9096, 9102, 9108, 9114, 9120, 9126, 9132, 9138, 9144, 9150, 9156, 9162, 9168, 9174, 9180, 9186, 9192, 9198, 9204, 9210, 9216, 9222, 9228, 9234, 9240, 9246, 9252, 9258, 9264, 9270, 9276, 9282, 9288, 9294, 9300, 9306, 9312, 9318, 9324, 9330, 9336, 9342, 9348, 9354, 9360, 9366, 9372, 9378, 9384, 9390, 9396, 9402, 9408, 9414, 9420, 9426, 9432, 9438, 9444, 9450, 9456, 9462, 9468, 9474, 9480, 9486, 9492, 9498, 9504, 9510, 9516, 9522, 9528, 9534, 9540, 9546, 9552, 9558, 9564, 9570, 9576, 9582, 9588, 9594, 9600, 9606, 9612, 9618, 9624, 9630, 9636, 9642, 9648, 9654, 9660, 9666, 9672, 9678, 9684, 9690, 9696, 9702, 9708, 9714, 9720, 9726, 9732, 9738, 9744, 9750, 9756, 9762, 9768, 9774, 9780, 9786, 9792, 9798, 9804, 9810, 9816, 9822, 9828, 9834, 9840, 9846, 9852, 9858, 9864, 9870, 9876, 9882, 9888, 9894, 9900, 9906, 9912, 9918, 9924, 9930, 9936, 9942, 9948, 9954, 9960, 9966, 9972, 9978, 9984, 9990, 9996, 10002, 10008, 10014, 10020, 10026, 10032, 10038, 10044, 10050, 10056, 10062, 10068, 10074, 10080, 10086, 10092, 10098, 10104, 10110, 10116, 10122, 10128, 10134, 10140, 10146, 10152, 10158, 10164, 10170, 10176, 10182, 10188, 10194, 10200, 10206, 10212, 10218, 10224, 10230, 10236, 10242, 10248, 10254, 10260, 10266, 10272, 10278, 10284, 10290, 10296, 10302, 10308, 10314, 10320, 10326, 10332, 10338, 10344, 10350, 10356, 10362, 10368, 10374, 10380, 10386, 10392, 10398, 10404, 10410, 10416, 10422, 10428, 10434, 10440, 10446, 10452, 10458, 10464, 10470, 10476, 10482, 10488, 10494, 10500, 10506, 10512, 10518, 10524, 10530, 10536, 10542, 10548, 10554, 10560, 10566, 10572, 10578, 10584, 10590, 10596, 10602, 10608, 10614, 10620, 10626, 10632, 10638, 10644, 10650, 10656, 10662, 10668, 10674, 10680, 10686, 10692, 10698, 10704, 10710, 10716, 10722, 10728, 10734, 10740, 10746, 10752, 10758, 10764, 10770, 10776, 10782, 10788, 10794, 10800, 10806, 10812, 10818, 10824, 10830, 10836, 10842, 10848, 10854, 10860, 10866, 10872, 10878, 10884, 10890, 10896, 10902, 10908, 10914, 10920, 10926, 10932, 10938, 10944, 10950, 10956, 10962, 10968, 10974, 10980, 10986, 10992, 10998, 11004, 11010, 11016, 11022, 11028, 11034, 11040, 11046, 11052, 11058, 11064, 11070, 11076, 110

# SEE IRRIGATION SCHEDULE ON SHEET L-4.1 FOR SPECS.



## 02 CONTROLLER SPEC SHEET

### ESP-ME3 Modular Controller

#### ESP-ME3 Series Controllers

America's favorite modular controller, the ESP-ME3 is now WiFi and flow sensor compatible with new design and an enhanced feature set to provide contractors with the industry's most flexible irrigation controller solution. The ESP-ME3 Controller supports up to 22 stations, 4 programs and 6 start times.

**Applications**  
The ESP-ME3 WiFi Compatible Controller provides flexible scheduling features that make the controller ideal for all your irrigation controller needs.

**Easy to Use**  
The ESP-ME3 WiFi Compatible Controller was designed with ease of use in mind. The controller boasts the industry's largest back-lit LCD screen for its class and also incorporates universal icons on both the controller overlay and the LCD.

**Easy to Install**  
The ESP-ME3 WiFi Compatible Controller mounts with as few as two mounting screws. A guide for 1/2" or 3/4" conduit fittings allows for professional installation of field wires into the cabinet. For larger field wire needs, remove the knockout for a 1" diameter opening.

**Controller Hardware**

- Plastic wall-mount case with door
- 4 station base module
- Mounting Screws
- Wire nuts for outdoor models

**Controller Features**

- Large LCD display with easy to navigate user interface
- Rain Sensor input with override capability
- Master valve/pump start circuit
- Non-Volatile (100 year) storage memory
- Remotely Programmable under 9V battery power (not included)

#### Scheduling Features

- Program based scheduling allows 4 individual programs with 6 independent start times per program for 24 total start times.
- Watering schedule options: By days of week, ODD calendar days, EVEN calendar days, or Cyclic (every 1 - 30 days)

#### Advanced Features

- Advanced diagnostics and short detection with LED alert
- Contractor Default™ Program Save/Restore saved program(s)
- Rain Sensor bypass by Station
- One Touch manual watering
- Delay Watering up to 14 days (applies only to stations not set to ignore Rain Sensor)
- Manual Watering option by program or station
- Seasonal Adjust applied to all programs or individual program
- Adjustable delay between valves (default set to 0)
- Master Valve on/off by station

#### Operating Specifications

- Station timing: 1 minute to 6 hours
- Seasonal Adjust: 5% to 200%
- Max operating temperature: 140°F (60°C)

#### Electrical Specifications

- Input: 25 VAC 1A
- Master Valve/Pump Start Relay Operating Voltage: 24VAC 50/60Hz Max Coil Inrush: 11VA Max Coil Holding: 5VA
- Idle/Off power draw 0.06 amps at 120VAC
- Power back-up not required. Nonvolatile memory permanently saves the current programming and a 10 year life lithium battery maintains the controllers time and date during power outages.



**Certifications**

- cULus (US and Canada), FCC Part 15b (US), CAN ICES-3(B)/NMB-3(B) (Canada), NOM (Mexico), CE (European Union), IRAM (Argentina), INMETRO (Brazil), IPX4, RCM (Australia and New Zealand), IP24.
- WaterSense® certified with up to 30% water savings when installed with Rain Bird LNK™ WiFi Module and WR2 Rain Sensor. Meets EPA criteria for high-performing, water-efficient products.

**Dimensions**

- Width: 10.7 in. (27.2 cm)
- Height: 7.7 in. (19.5 cm)
- Depth: 4.4 in. (11.2 cm)

#### How to specify your model:

ESP-ME3 WiFi Compatible Controller  
120V 4 station base controller  
Indoor/Outdoor ESP-ME3  
230V (available in outdoor models only) Australia ESP-ME3EUR  
230V Australia ESP-ME3AUS  
Expansion Modules for all models  
ESP5M3 3 station expansion module  
ESP5M6 6 station expansion module

#### Specifications

The ESP-ME3 Controller shall be capable of fully automatic or manual operation. The controller shall be housed in a wall-mountable, weather resistant plastic cabinet with a key-locking cabinet door suitable for either outdoor or indoor installation.

The controller shall include a base unit module with 4 stations as well as three expansion slots capable of receiving expansion station modules of either three or six stations to achieve total station capacity of up to 22 stations. The controller shall accept the modules in any configuration and shall not require the installation of a three station module in order to install a 6 station module.

Station run times shall range from 1 minute to 6 hours. The controller shall be set with a factory default start time of 9 AM and default run time of 10 minutes for the first 4 stations for Program A only.

The controller shall have a Seasonal Adjust feature to adjust the run time for all stations from 5% to +200% in 5% increments. Seasonal Adjust can be applied to all programs simultaneously or individually.

The controller shall have 4 independent programs that can have 6 different start times in sequence to prevent hydraulic overload. All programs run consecutively.

The controller shall be capable of operating two 24VAC solenoid valves per station plus a master valve or remote pump start relay. The controller shall operate on 120VAC, 10% at 60Hz (230VAC ± 10% at 50Hz for international models). A master valve or pump start relay shall operate on 24VAC at 50/60Hz, Max Coil Inrush of 11VA and Max Coil Holding of 5VA.

Watering day cycles shall be Day of the week, Odd, Even and Cyclic (Every 4 days), Odd, Even and Cyclic shall support permanent days off. A day set to "Thermament Off" shall override the normal repeating schedule.

#### The controller shall have an electronic diagnostic circuit breaker that shall sense a station with an electrical overload or short circuit and shall bypass that station and continue to operate all other stations.

When an electrical condition exists that is preventing normal operation the red LED shall illuminate continuously and scroll a message across the LCD as to what the problem is. When an alert condition is present that is related to programming errors or flow detection, the red LED shall continuously blink and scroll a message.

The controller shall provide a method for the installer to save the irrigation schedule into non-volatile memory for easy recall later if unwanted schedule changes are made.

The controller shall provide a method for the installer to restore the schedule to the factory fresh condition in order to start programming from a "blank" state.

The controller shall provide a method to wire the controller through a 1/2" and 1" wire conduit fitting to allow for a more professional installation.

The controller shall have a reset button to reset the controller in the case of micro-controller "lock-up" due to power surges or frequent interruption of power to the power supply.

The controller shall be upgradeable to an EPA WaterSense approved smart controller without having to replace the cabinet, nor disconnect station modules.

Suggested accessories for use with this controller:

- LNK WiFi Module (wireless connectivity)
- RSO Series Wired Rain Sensors
- WR2 Series Wireless Rain Sensors
- All Rain Bird rotors, valves, nozzles, sprays and drip products

The controller shall be manufactured by Rain Bird Corporation in a USA member country.

**Rain Bird Corporation**  
970 West Sierra Madre Ave.  
Azusa, CA 91702  
Phone: (626) 812-4100  
Fax: (626) 812-7341

**Rain Bird International, Inc.**  
1000 West Sierra Madre Ave.  
Azusa, CA 91702  
Phone: (626) 963-9311  
Fax: (626) 812-7341

**Rain Bird Technical Services**  
(800) RAINBIRD (1-800-724-6247)  
(U.S. and Canada)

**Specification Hotline**  
1-800-458-3005 (U.S. and Canada)

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#### The controller shall display on the LCD the message NO AC to indicate to the user when AC power is not present (only if 9 volt battery is present).

The controller shall be compatible with Rain Bird's LNK WiFi Module, allowing wireless connectivity to the controller.

The controller shall be compatible with Flow Sensors, allowing for flow monitoring which can give alerts and skip automatically scheduled irrigation for problem stations.

The controller shall have a 12-hour AM/PM or 24-hour military (for 50Hz models) clock with a midnight day change over. The clock shall default to the time format based upon the power detected. The controller shall have a 365-day calendar backed up against power interruptions by an internal lithium battery that will maintain date and time for approximately 10 years.

The controller shall provide the user the ability to bypass the Rain Sensor or flow sensor for each station independently.

The controller shall be equipped with a variety of Special Features (SF) that can be accessed by turning to the appropriate dial position and pressing and holding the two arrow keys simultaneously for 3 seconds.

Special Features include:

- Rain Sensor Bypass by Station
- Flow Sensor Bypass by Station
- Permanent Days Off (Odd, Even, Cyclic only)
- Store/Restore Saved Programs
- Reset to Factory Defaults
- Set Interstation Delay timing
- Set Master Valve operation by Station

The features above will be included on a Special Features Card included with every controller. The controller shall allow manual watering of ALL stations or ONE station at a time. When manual watering is triggered, the unit shall ignore the status of the weather sensor (if connected) and re-enable the sensor when manual watering is completed.

The Intelligent Use of Water™  
[www.rainbird.com](http://www.rainbird.com)

**ML+H**  
Marquis Latimer + Halback, Inc.  
34 Cordova Street, Suite A  
St. Augustine, FL 32084  
Ph 904.825.6747 www.halback.com  
LA6667110 Qualifier

JEREMY MARQUIS  
LIC. # LA6667110  
DRAWN BY: CS/GC

NEPTUNE BEACH COMMUNITY CENTER  
NEPTUNE BEACH, FLORIDA  
IRRIGATION DETAILS

### PEB and PESB Series Valves

Designed to Outperform. Engineered to Outlast.

Pressure surges? Efficient water? Clogging debris? No problem. PEB and PESB Series valves offer long life and efficient, trouble-free performance—even under harsh conditions. Constructed of heavy-duty, glass-filled nylon, these valves resist clogging. And the PEB model features a patented scrubber to actively fight dirt, debris and particles.

#### Features

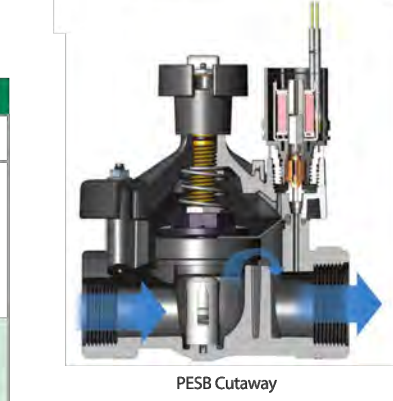
- Body constructed of durable glass-filled nylon for long life and heavy-duty performance at 200 psi (13.80 bar) pressure
- Stainless steel studs molded into the body
- Bonnet can be attached and removed more easily without damaging threads
- One-piece solenoid design with captured plunger and spring for easy servicing. Prevents loss of parts during field service
- External lated protects the solenoid ports from debris when system is flushed
- Internal bleed operates the valve without allowing water into the valve box, allows pressure regulator to be adjusted without turning on the valve at the controller first
- Low flow operating capability (0.25 gpm/0.06 m³/h; 1.2 lpm) for a wide range of applications. For flows below 5 gpm (1.14 m³/h; 19.2 lpm) or any Xerigation® application, install Rain Bird® filter upstream.
- Slow closing to prevent water hammer and subsequent system damage
- PESB only: Scrubber scrapes its stainless steel screen clean to break down grit and plant material. Prevents debris build-up and clogging

#### Options (order separately)

- Accommodates optional, field installed PPS-D pressure regulating module to ensure optimum sprinkler performance
- Optional purple flow control handles for non-potable water applications - PEB-NP-HAN1 (1" and 2") - PEB-NP-HAN2 (1" and 2")
- Accepts latching solenoid for use with Rain Bird battery-operated controllers up to 150 psi (10.35 bar)

#### Operating Range

- Pressure: 20 to 200 psi (1.38 to 13.80 bar)
- Flow: 0.25 to 200 gpm (0.06 to 45.40 m³/h; 1.2 to 757 l/m)



#### Dimensions

Size	Height	Length	Width
100	6" (15.2 cm)	4" (10.2 cm)	4" (10.2 cm)
150	8" (20.3 cm)	6" (15.2 cm)	6" (15.2 cm)
200	8" (20.3 cm)	8" (20.3 cm)	6" (15.2 cm)

Note: The PPS-D option adds 2" (5.1 cm) to valve height.

#### Models

- 100PEB and 100PESB 1"
- 150PEB and 150PESB 1½"
- 200PEB and 200PESB 2"

#### How to Specify

Size	Model	Optional Feature
100	PEB	PPS-D pressure regulating module (must be ordered separately)
150	PEB	PPS-D pressure regulating module (must be ordered separately)
200	PEB	PPS-D pressure regulating module (must be ordered separately)

#### Specifications

The electric remote control valve shall be a normally closed 24 VAC 50/60 Hz (cycles/sec) solenoid actuated globe pattern design. The valve pressure rating shall not be less than 200 psi (13.80 bar). The valve shall have the following characteristics (circle one):

- Flow rate: \_\_\_\_\_ gpm m³/h l/m
- Pressure loss not to exceed: \_\_\_\_\_ psi bar

The valve body shall be constructed of heavy-duty glass-filled UV-resistant nylon and have stainless steel studs and flange nuts. Diaphragm shall be of nylon reinforced nitrile rubber.

The valve shall have both internal and external manual open/close control (internal and external bleed) to manually open and close the valve without electrically energizing the solenoid. The valve's internal bleed shall prevent flooding of the valve box.

The valve shall house a fully encapsulated, one-piece solenoid. The solenoid shall have a captured plunger with a removable retainer for easy servicing and a leverage handle for easy turning. This 24 VAC 50/60 Hz solenoid shall open with 19.6 VAC minimum at 200 psi (13.80 bar). At 24 VAC, average inrush current shall not exceed 0.41 amps. Average holding current shall not exceed 0.28 amps.

The valve shall have a brass flow control stem for accurate manual regulation and/or shut-off of outlet flow. The valve must open or close in less than 1 minute at 200 psi (13.80 bar) and less than 30 seconds at 20 psi (1.38 bar).

The PESB valve shall have a self-cleaning stainless steel screen designed for use in dirty water applications.

The valve construction shall be such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

#### Optional Feature Specification

PPS-D Pressure Regulating Module  
100PEB-PRS-D 150PEB-PRS-D  
150PEB-PRS-D 200PEB-PRS-D  
200PEB-PRS-D

The PPS-D module shall have an adjusting knob for setting pressure and Schrader valve connection for monitoring pressure. The pressure shall be adjustable from the PPS-D when the valve is internally manually bleed or electrically actuated.

Non-Potable Flow Control Handle\*  
PEB-NP-HAN1 - Fits 1" and 2"  
PEB-NP-HAN2 - Fits 1½" and 2"

When so indicated on the design, the valve shall have a purple flow control handle to indicate to the user that non-potable water is being used. There shall be no difference between the black and purple handles except for the color.

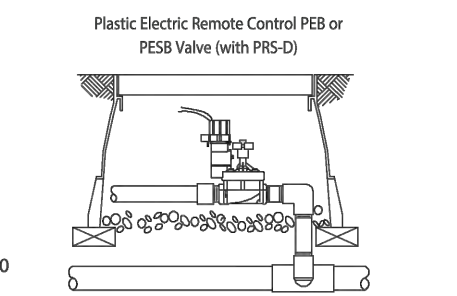
\*This option offers the PESB's reclaimed water use and conversion kit for reclaimed water application. Please see Tech Spec D37788 for Rain Bird catalog or visit [www.rainbird.com](http://www.rainbird.com) for more information.

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The Intelligent Use of Water™  
[www.rainbird.com](http://www.rainbird.com)

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## 03 RAIN SENSOR SPEC SHEET

#### English User Guide

**RSD Rain Sensor**  
The Rain Bird® RSD Rain Sensor is an easy to install, durable and visually pleasing rain sensor device suitable for 24VAC residential and commercial applications. This high quality product saves water by automatically measuring precipitation amounts and suspends irrigation cycles when watering is unnecessary.

**Mounting**  
NOTE: Follow the installation instructions carefully and install the unit only in full compliance with the National Electrical Code (NEC) or your local electrical code.  
**Bracket Model**  
To install the RSD-BX Rain Sensor bracket model:  
1. Select an appropriate mounting location within 25' (7.6m) of your controller. It is not recommended to add additional wire to the provided 25' (7.6m).  
2. Drive two mounting screws through the holes (K) in the mounting bracket, as shown in Figure 4 (K), use the fasteners appropriate for the mounting surface (wood, the masonry, etc.).  
3. Make sure the rain sensor dial cap is level and free from overhead obstructions.

**Conduit Model**  
To install the RSD-CX Rain Sensor conduit model:  
1. Select an appropriate mounting location within 25' (7.6m) of your controller. It is not recommended to add additional wire to the provided 25' (7.6m).  
2. Thread the Rain Sensor's lead wires through an adaptor fitting appropriate for your installation and screw the sensor into the adaptor, as shown in Figure 5. It is not recommended to add additional wire to the provided 25' (7.6m).  
3. Make sure the rain sensor dial cap is level and free from overhead obstructions.  
4. Secure the adapter fitting to the conduit, and then connect the Rain Sensor to the controller using the appropriate procedure as described in the "Rain Sensor Wiring" section.

**Rain Sensor Wiring**  
**Controllers With Rain Sensor Terminals**  
Many modern controllers (such as those from Rain Bird) include built-in terminals for rain sensor lead wires. Dedicated rain sensor terminals are usually labeled "sensor", "SENS", "S" or "SW" on the controller's terminal strip.  
1. To connect the rain sensor, remove the jumper wire (if present) from the controller's rain sensor terminals.  
2. Connect the red and black lead wires from the rain sensor to the controller's sensor terminals, as shown in Figure 7. It does not matter which wire goes to each terminal.

**Controllers Without Rain Sensor Terminals**  
If your controller does not have dedicated rain sensor terminals:  
1. Disconnect the wire from the common terminal ("C" or "COM") on the controller's terminal strip. Then connect the wire to the RSD Rain Sensor lead wire.  
2. Connect the black Rain Sensor lead wire to the common terminal ("C" or "COM") on the controller's terminal strip, as shown in Figure 8.

**Testing the System**  
After installation, test the sensor to ensure it is working correctly. Turn the controller on to initiate irrigation. Hold down the plunger located on top of the rain sensor as shown in Figure 4 (B). The zone should turn off after a rainfall. If it does not turn off, check your rain sensor wire connections.

**Set Rainfall Setting**  
The rainfall setting on the sensor determines the amount of rainfall needed to suspend the irrigation watering cycle. You can adjust the rainfall setting from 1/8" to 3/4" (5mm to 20mm). Adjustments are made by turning the sensor dial cap clockwise or counter clockwise. To set the rainfall setting, turn the sensor dial cap until the desired rainfall setting lines up with the arrow on the sensor body (A), as shown in Figure 2.

The ideal rainfall setting for your location depends on soil type, wind, amount of direct sunlight the sensor receives as well as frequency and amount of rainfall. The table below gives some guidelines to help determine the appropriate rainfall setting.

Irrigation Site Conditions	Rainfall Setting
• Sensor receives long periods of direct sun	1/8" to 1/4" (3mm to 6mm)
• Clay type soils	1/2" to 3/4" (13mm to 20mm)
• Frequent, heavy rains	1/2" to 3/4" (13mm to 20mm)
• Sensor mounted in a mostly shady area	
• Sandy soils	

**Set Vent Ring**  
The vent ring determines "drying time" - the length of time the sensor suspends irrigation after a rainfall. For most installations set the vent ring to the fully open position. As properties where water has a tendency to pool after a rainfall, partially close the sensor's vent ring. This adjustment to the vent ring extends the period of time that the irrigation cycle is suspended, allowing the property time to drain.

To set the drying time, turn the vent ring below the sensor dial cap to the desired position, as shown in Figure 3.

## 01 VALVE SPEC SHEET

PERMIT+ BID SET 02/17/22  
30% DD REVIEW 12/23/21  
SYM DESCRIPTION DATE  
SIZE: ANSI D  
PRIME PROJECT #: ML+H PROJECT #: 21.45.0  
DRAWING NO.: L-4.5

Appendix E - Civil Landscape Schedule

21.45.00 NEPTUNE BEACH SENIOR COMMUNITY CENTER  
SCHEDULES

LANDSCAPE SCHEDULE					
Botanical/Common	Code	Cont	Cal	Height	Quantity
BAMBUSA MALINGENSIS / SEABREEZE BAMBOO	Bm	25 GAL.	MIN. 12-15 CANES	12'-14'	11
LAGERSTROEMIA INDICA X FAUREI 'NATCHEZ' / NATCHEZ CRAPE MYRTLE	Ln	B&B, ROOT PLUS GROWERS MULTI, 5 TRUNKS - 6-7"	CALIPER 12'-14' HT		3
QUERCUS VIRGINIANA 'BQV22' TM / BOARDWALK SOUTHERN LIVE OAK	Qv	B&B, ROOT PLUS GROWERS 4"	14' - 16'		3
SABAL PALMETTO / CABBAGE PALMETTO	Ss	B&B; REGENERATED	8'-14' CT		6
Botanical/Common	Code	Cont	Height	Spread	Quantity
HELIANTHUS DEBILIS / DUNE SUNFLOWER	Hd	1 GAL.	8"	12"	71
ILEX VOMITORIA 'SCHILLINGS DWARF' / SCHILLINGS DWARF YAUPON HOLLY	Id	3 GAL.	12"	12"	62
LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	Lb	3 GAL.	12"	12"	102
NEPHROLEPIS EXALTATA / BOSTON FERN	Ne	3 GAL.	16"	16"	156
NERIUM OLEANDER 'PETITE PINK' / PETITE PINK OLEANDER	Np	7 GAL.	18"	18"	141
SPARTINA BAKERI / SAND CORDGRASS	Sb	1 GAL.	24"	16"	222
Botanical/Common	Code	Cont	Height	Spread	Quantity
PASPALUM NOTATUM 'ARGENTINE' / ARGENTINE BAHIAGRASS	Pa		11008		

IRRIGATION SCHEDULES			
IRRIGATION SCHEDULES			
MANUFACTURER/MODEL	DESCRIPTION	QTY	PSI
RAIN BIRD R-VAN18 1804-SAM-P45	TURF ROTARY, 13'-18" 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	1	45
RAIN BIRD R-VAN24 1804-SAM-P45	TURF ROTARY, 17'-24" 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	21	45
RAIN BIRD R-VAN24 1804-SAM-P45	TURF ROTARY, 17'-24" 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	2	45
RAIN BIRD 1804-1400 FLOOD 1402	FLOOD BUBBLER 4.0" POPUP	18	40
MANUFACTURER/MODEL/	DESCRIPTION	QTY	PSI
RAIN BIRD XCZ-150-LCS	1-1/2" HIGH FLOW CONTROL ZONE KIT, FOR LARGE COMMERCIAL DRIP ZONES. 1-1/2" PEB GLOBE VALVE WITH SINGLE 1-1/2" PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER. FLOW RANGE: 15-62 GPM.	2	
PIPE TRANSITION POINT ABOVE GRADE	PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER TO ABOVE GRADE INSTALLATION.	20	
RAIN BIRD MDCFCAP	DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	11	
RAIN BIRD ARVOSO	1/2" 1/2" AIR RELIEF VALVE, MADE OF QUALITY RUST-PROOF MATERIALS, WITH A 6" DRIP VALVE BOX (SEB 7XB EMITTER BOX), USE WITH INSTALLATION BELOW SOIL. THE VALVE WILL ALLOW AIR TO ESCAPE THE PIPELINE, THUS PREVENTING WATER HAMMER OR BLOCKAGE.	11	
RAIN BIRD XFD-06-18	XFD ON-SURFACE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.	4742.13	40
MANUFACTURER/MODEL	DESCRIPTION	QTY	
RAIN BIRD PEB	1-1/2" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	1	
RAIN BIRD PEB	1" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	1	
ZURN 375 1-1/2"	REDUCED PRESSURE PRINCIPLE ASSEMBLY. SIZES 1/2", 3/4", 1", 1-1/4", 1-1/2", 2".	1	
RAIN BIRD ESP4ME3 WITH (1) ESP-SM3	7 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1	
IRRIGATION LATERAL LINE:	PVC CLASS 200 SDR 21 1/2"	973.96	
IRRIGATION LATERAL LINE:	PVC CLASS 200 SDR 21 3/4"	310.37	
IRRIGATION LATERAL LINE:	PVC CLASS 200 SDR 21 1"	158.39	1,498 L.F.
IRRIGATION LATERAL LINE:	PVC CLASS 200 SDR 21 1 1/4"	48.77	
IRRIGATION LATERAL LINE:	PVC CLASS 200 SDR 21 2"	6.68	
IRRIGATION MAINLINE:	PVC SCHEDULE 40 1 1/4"	2.59	
IRRIGATION MAINLINE:	PVC SCHEDULE 40 1 1/2"	14.87	265.0 L.F.
IRRIGATION MAINLINE:	PVC SCHEDULE 40 2"	247.53	
PIPE SLEEVE: PVC CLASS 200	TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	188.87	



**21.45.00 NEPTUNE BEACH SENIOR COMMUNITY CENTER  
SCHEDULES**

VALVE SCHEDULE NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	PSI @ POC	PRECIP	
1	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	14.41	1,802 L.F.	381.1	202.9	40	45.88	59.45	0.61
2	RAIN BIRD PEB	1-1/2"	TURF ROTARY	33.44	279.7 L.F.	507.8	193.1	45	51.06	59.78	0.58
3	RAIN BIRD PEB	1"	TURF ROTARY	19.04	15	361.9	293	45	50.38	64.98	0.36
4	RAIN BIRD XCZ-150-LCS Common Wire	1-1/2"	AREA FOR DRIPLINE	17.91	2,687 L.F.	247.3	287.6	40	44.01	58.25	0.53
							265				

**HARDSCAPE SCHEDULES**

SYMBOL	DESCRIPTION	QTY	DETAIL	DESCRIPTION	FINISH/COLOR	MANUFACTURER/SUPPLIER
HS-102	CIP COQUINA CONCRETE	1,136				
HS-103	PAVER BANDING COURSE	89		4"X8" HEADER COURSE	SILVER SAM	ARTISTIC PAVER
HS-104	AGGREGATE - 89 ROCK	2,021				
HS-105	PARKING CONCRETE	641				
HS-106	CONCRETE PARKING BORDER	384				
HS-107	PARKING STRIPE - PERMEABLE PAVERS	228		8"X8" SF RIMA	SAND DUNE	TREMRON
HS-108	PARKING - PERMEABLE PAVERS	4,333		8"X8" SF RIMA	GRANITE	TREMRON
HS-109	ANNODIZED ALUMINUM EDGING	172		4"	SILVER	PERMALOC



# STAFF REPORT

Special Meeting Agenda Item #6  
Fee Schedule

**MEETING DATE:** October 17, 2022  
**BOARD/COMMITTEE:** City Council

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**TO:** City Council

**THRU:** Stefen Wynn, City Manager  
Zachary Roth, City Attorney

**FROM:** Sam Brisolaro, Community Development Director

**DATE:** October 14, 2022

**SUBJECT:** Resolution 2022-07 City Wide Fee Schedule

---

- I. BACKGROUND:** Staff prepared a city-wide fee resolution for discussion by city council. Currently, there are multiple services rendered among many departments within the city that are not collecting fees. This results in labor hours worked with no compensation to the city for the services being performed.

City council initially discussed the city-wide fee resolution at the May 16<sup>th</sup> city council workshop and then rediscussed the resolution at the June 6<sup>th</sup> regular council meeting. During this meeting, Council instructed staff to prepare a comparison chart showing the current fees, proposed fees, and fees charged by both Atlantic Beach and Jacksonville Beach.

Staff requested fee information from both Atlantic Beach and Jacksonville Beach to create the fee comparison chart. Atlantic Beach stated their fees were noted in multiple ordinances throughout Municode. Jacksonville Beach provided some documents and stated that their fees also were throughout Municode. Staff sifted through all documents and information to provide the comparison of fees for each municipality as requested by city council.

During the October 3, 2022 City Council meeting staff was directed to include the revenue accounts for all fees proposed. This information has been added.

- II. DISCUSSION:** This resolution proposes to create a standardized fee schedule for each department/division within the city. This will make assessing fees more streamlined, ensure that services rendered are justly compensated, and provides transparency into city services offered for compensation.

All existing fees are located throughout the code of ordinances. These fees were last updated in 2017. The proposed fees have been updated to reflect the consumer price index (CPI) for April of

2022, The CPI information for April of 2022, gathered from the US Bureau of Labor and Statistics, shows that the CPI is 6.2%. Additionally, the CPI used is from, “All items less food and energy.”

Upon creation of the fee comparison chart, it was discovered that both Atlantic Beach and Jacksonville Beach had additional fees that were not in the City of Neptune Beach’s current or proposed fees from the June 6<sup>th</sup> discussion. As such, appropriate fees that were not in the resolution proposed June 6<sup>th</sup> were added for this discussion. On average, Neptune Beach’s proposed fees are less than Atlantic Beach and Jacksonville Beach’s fees.

Additionally, staff prepared a comparison of the cost of permitting to build a house in Neptune Beach, Atlantic Beach, and Jacksonville Beach.

**III. CONCLUSION:** In conclusion, staff recommends approval of Resolution 2022-07 – City Wide Fee Schedule to provide additional revenue to the city for services rendered.

**IV. RECOMMENDED MOTION:** I move to approve Resolution 2022-07 City Wide Fee Schedule.

	A	B	C	D	E	F	G
1	<b>Fee Comparison Table</b>						
2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
4	Special Events Permits w/o Police		\$100.00	One-time events at Jordan Park Community Center or Donner Park Community Center	DEPOSIT: \$200 if no damage to facility it is refunded \$100 for four hours + \$25/each additional hour	Festivals (all areas except Latham Parking Lot)	DEPOSIT \$2,500.00 \$2,000/Day + \$2000 admin fee
5	Special Events Permits w/ Police		\$300.00 + \$55.00/hr (minimum of 4-hours for an officer is required.	Recurring use of any City facility or park by 501(c)(3) or local HOA with user agreement six (6) or more times during non-premium hours	DEPOSIT: \$50 or activity \$25/event	Festivals/Special Events (Latham Parking Lot Oct-Feb)	DEPOSIT \$500.00 \$1,000/Day + \$2,000 admin fee
6	Neptune House Rental/ Public Space Rental - RESIDENT		DEPOSIT: \$150.00 w/o alcohol or \$200 w/ alcohol Monday – Thursday 8am to 10pm (\$35.00/hr + tax w/o alcohol) (\$90.00*/hr + tax w/ alcohol)	Events at the Adele Grage Cultural Center (private) Monday-Thursday	DEPOSIT: \$200.00 \$50/hour with max daily fee of \$400	Festivals (1/2 Latham Parking Lot)	DEPOSIT \$250.00 \$500/Day + \$2,000 admin fee
7	Neptune House Rental/ Public Space Rental - RESIDENT WEEKEND		DEPOSIT: \$250.00 w/o alcohol or \$300 w/ alcohol Friday (after 5pm), Saturday & Sunday (\$75.00/hr + tax w/o alcohol) (\$130.00*/hr + tax w/ alcohol)	Events at the Adele Grage Cultural Center (private) Friday - Sunday	DEPOSIT: \$200.00 \$100/hour with max daily fee of \$800	Special Events (Seawalk Pavilion)	DEPOSIT \$500.00 \$500/Day + \$250 per department up to \$1,000
8	Neptune House Rental/ Public Space Rental - NON-RESIDENT		DEPOSIT: \$400.00 w/o alcohol or \$800.00 w/ alcohol Monday – Thursday 8am to 10pm (\$75.00/hr + tax w/o alcohol) (\$130.00*/hr + tax w/ alcohol)	Events at the Adele Grage Cultural Center (501 (c)(3), HOA, Neighborhood) Monday-Thursday	DEPOSIT: \$200 \$25/hour with max daily fee of \$320.00	Special Events (Seawalk Pavilion-lawn area)	DEPOSIT \$500.00 \$300/Day + \$250 per department up to \$1,000
9	Neptune House Rental/ Public Space Rental - NON-RESIDENT WEEKEND		DEPOSIT: \$500.00 w/o alcohol or \$1,000 w/ alcohol Friday (after 5pm), Saturday & Sunday (\$150.00/hr + tax w/o alcohol) (\$200.00*/hr + tax w/alcohol)	Events at the Adele Grage Cultural Center (501 (c)(3), HOA, Neighborhood ) Friday - Sunday	DEPOSIT: \$200 with max daily fee of \$600.00 \$50/hour	Special Events (Latham Plaza)	DEPOSIT \$500.00 \$500/Day + \$250 per department up to \$1,000
10	Neptune House Rental/ Public Space Rental - NON-PROFIT		DEPOSIT: \$500.00 (hourly rate of officers may be required for events with alcohol)	All Events Serving Alcohol	\$100/hour + police officer at hourly rate	Special Events (Beach Events)	DEPOSIT \$500.00 \$100/Day + \$250 per department up to \$1,000
11	Public Records Requests	One-sided copies letter or legal - \$0.15..... Two-sided copies letter or legal - \$0.20.....One of two-sided copies ledger 11 x 17 - \$0.25.....Large blueprint size copies - \$6.00.....Certified copy of public record - \$1.00	Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).  Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).  *Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the City Clerk's discretion.	Public Records Requests	8 1/2" x 14" paper or smaller - \$0.10/1-sided page or \$0.15/2-sided page Larger than 8 1/2" x 14" - \$0.25/ 1-sided page or \$0.30/2-sided page  Research or extensive time fees - \$50/hour	Public Records Requests	Copies per page 8 1/2" x 14" paper or smaller - \$0.15 Copies 8 1/2" x 14" per duplex pages \$0.20 Color Copies 8 1/2" x 14" - \$0.25 Color copies per duplex page \$0.30 Black & White Copies (11 x 17) \$0.35 Black & White Copies duplex (11 x 17) \$0.40 Color Copies (11 x 17) \$0.45 Color Copies per duplex (11 x 17) \$0.50 or \$0.55 Certification of record copies in addition to per page copy fee \$1.00 Plats per page \$6.00 Maps per page \$3.00 Copy of zoning map/sheet \$15.00 Lien Certificates (per parcel) \$40.00 County Maps, Aerial Photos \$ Actual cost of materials, overhead & Labor Audio tapes, recording or CDs \$ 5.00 each Production or reproduction of DVDs \$10.00 each Electronic Delivery Fee in addition to per page copy fee \$2.00 <b>**EXTENSIVE RECORDS - CHARGE LOWEST WAGE OF DEPARTMENTAL EMPLOYEE AT THE HOURLY RATE IN ADDITION TO COPY FEE</b>
12	<b>BUILDING PERMITS</b>			<b>BUILDING PERMITS</b>		<b>BUILDING PERMITS</b>	
13	Moving Fee	\$100.00	\$150.00	Moving Fee	\$100.00	Moving Fee	\$150.00
14	Fence Permit	\$35.00	\$37.00	Fence Permit	\$35.00	Fence Permit	\$40.00
15	Demolition Permit	\$113.00	\$115.00	Demolition Permit	\$100.00	Demolition Permit	\$100.00
16	Pool permit (building permit only)	\$0.40/ \$100 of cost of the pool	\$37 plus cost of construction	Pool permit (building only)	\$55 + cost of construction	Pool permit	\$55 + mechanical fees
17	Change of Contractor Fee	\$35.00	\$37.00	Change of Tenant Fee	\$100.00	Change of Contractor Fee	\$40.00
18	Permit Checking Fee (Plan review fee)	50% of the building fee	50% of the building fee	Permit Checking Fee	1/2 the building permit fee (in addition to building permit fee) (Required for planning and zoning and fire department reviews.	Permit Checking Fee	1/2 building permit fee in addition to building permit fee (required for planing and zoning)
19	Permit Renewal (if permit has expired)	\$35.00	No inspection - 100% original building fee Any pending inspection - 50% original building fee	Permit Renewal	No inspections - \$100% original fee Slab Inspection Approved - \$80% original fee All rough inspections Approved - 50% original fee Insulation Inspection Approved - 30% original fee Any final inspection pending - 10% original fee	Permit Renewal	No Inspection - 100% original permit fee Slab Inspection Approved - 80% original permit fee All roughs approved - 50% original permit fee Insulation inspection approved - 30% original permit fee Any final inspection pending - 10% of original permit fee

	A	B	C	D	E	F	G
1	<b>Fee Comparison Table</b>						
2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
20	Plan review resubmittal fees	\$78.50/hour of review	\$80.00/hour of review with a minimum charge for 1 hour	Plan review resubmittal fees	\$50 - 2nd resubmittal 3rd resubmittal resubmittal and beyond	Plan review resubmittal fees	\$40.00/review
21	Private Provider (Building Inspection & Plan Review, excluding zoning and fire plan review)	30% reduction	Plan Review Reduction - 20% Inspection Reduction 10%	Private Provider (Building Inspection & Plan Review, excluding zoning and fire plan review)		Private Provider (Building Inspection & Plan Review, excluding zoning and fire plan review)	Plan Review Reduction - 25% Inspection Reduction - 10%
22	Permit Issuance	\$35.00 + cost of construction fee	\$37.00 + cost of construction fee	Permit Issuance	\$55.00	Permit Issuance	\$40.00
23	<b>Cost of Construction Fees</b>			<b>Cost of Construction Fees</b>		<b>Cost of Construction Fees</b>	
24	\$0.00 - \$100.00	\$11.00 (charged only if inspection required)	\$12.00	\$1,000.00 or less	\$55.00	\$1,000.00 or less	\$20.00
25	\$100.01 - \$1,000.00	\$27.50	\$30.00	\$1,001.00 - \$50,000.00	\$55.00 for the first \$1,000 + \$5.00 for each additional \$1,000.00 or part thereof up to \$50,000.00	\$1,001.00 - \$50,000.00	\$20.00 for the first \$1,000 + \$5.00 for each additional \$1,000.00 or part thereof up to \$50,000.00
26	\$1,000.01 - \$2,000.00	\$38.50	\$41.00	\$50,001.00 - \$100,000.00	\$280.00 for the first \$50,000 + \$4.00 for each additional \$1,000.00 or part thereof up to \$100,000.00	\$50,001.00 - \$100,000.00	\$260.00 for the first \$50,000 + \$4.00 for each additional \$1,000.00 or part thereof up to \$100,000.00
27	\$2,000.01 - \$3,000.00	\$55.00	\$58.00	\$100,001.00 - \$500,000.00	\$480.00 for the first \$100,000 + \$3.00 for each additional \$1,000.00 or part thereof up to \$500,000.00	\$100,001.00 - \$500,000.00	\$460.00 for the first \$100,000 + \$3.00 for each additional \$1,000.00 or part thereof up to \$500,000.00
28	\$3,000.01 - \$4,000.00	\$60.50	\$64.00	\$500,001.00 and up	\$1,680.00 for the first \$500,000 + \$2.00 for each additional \$1,000.00 or part thereof	\$500,001.00 and up	\$1,660.00 for the first \$500,000 + \$2.00 for each additional \$1,000.00 or part thereof
29	\$4,000.01 - \$5,000.00	\$66.00	\$70.00				
30	\$5,000.01 - \$6,000.00	\$71.50	\$76.00				
31	\$6,000.01 - \$7,000.00	\$77.00	\$82.00				
32	\$7,000.01 - \$8,000.00	\$82.50	\$88.00				
33	\$8,000.01 - \$9,000.00	\$88.00	\$93.00				
34	\$9,000.01 - \$10,000.00	\$93.50	\$100.00				
35	\$10,001.00 to \$100,000	\$93.50 for the first \$10,000 + \$5.50 for each additional \$1,000.00 or part thereof up to \$100,000.00	\$100.00 for the first \$10,000 + \$6.00 for each additional \$1,000.00 or part thereof up to \$100,000.00				
36	\$100,001.00 to \$500,000.00	\$588.50 for first \$100,000 + \$2.75 each additional \$1,000.00 or part thereof up to \$500,000.00	\$625.00 for first \$100,000 + \$3.00 each additional \$1,000.00 or part thereof up to \$500,000.00				
37	\$500,001.00 and up	\$1,688.50 for first \$500,000 + \$1.38 each additional \$1,000.00 thereafter	\$1,793 for first \$500,000 + \$1.50 each additional \$1,000.00 thereafter				
38	Reinspection Fees (All Trades)	35.00 per failed trade	1st reinspection - \$25.00 2nd reinspection - \$75 3rd reinspection - two (2) times the permit fee	Reinspection Fees	\$55.00	Reinspection Fees	\$40.00
39	<b>ELECTRICAL FEES</b>						
40	Temporary Service Pole	\$22.00	\$23.00	Temporary Service Pole	\$35.00	Temporary Service Pole	\$40.00
41	Air Condition Circuits	40 to 100 amps - \$27.50 Under 40 amps, including window units, min - \$16.50	40 to 100 amps - \$29.00 Under 40 amps, including window units, min - \$18.00	Air Condition Circuits	0 - 60 amps - \$5.00 61-100 amps - \$10.00	Air Condition Circuits	0 - 60 amps - \$5.00 61 - 100 amps - \$10.00
42	New Family Dwelling	Not exceeding 100 amps - \$44.00 Not exceeding 200 amps - \$55.00 Each additional 100 amp or part thereof - \$11.00  Remodeling or additions to residential dwellings (excluding service) - \$27.50 Plus, for every \$1,000 of value or fractional part thereof - \$11 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment	Not exceeding 100 amps - \$47.00 Not exceeding 200 amps - \$58.00 Each additional 100 amp or part thereof - \$12.00  Remodeling or additions to residential dwellings (excluding service) - \$29.00 Plus, for every \$1,000 of value or fractional part thereof - \$12 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment	New Family Dwelling	0 - 100 amps - \$50.00 101-150 amps - \$60.00 151-200 amps - \$70.00 Each additional 50 amps or fraction thereof - \$10.00  Multifamily service per dwelling unit - \$50.00 0-100 amps - \$30.00 101-150 amps - \$50.00 151-200 amps - \$50.00 Each additional 50 amps or fraction thereof \$20.00	New Family Dwelling	0 - 100 amps - \$40.00 101-150 amps - \$45.00 151-200 amps - \$50.00 Each additional 50 amps or fraction thereof - \$10.00  Multifamily service per dwelling unit - \$30.00 0-100 amps - \$30.00 101-150 amps - \$40.00 151-200 amps - \$45.00 Each additional 50 amps or fraction thereof \$10.00
43	New Commercial Building Electrical Permit Issuance (excluding service)	\$55.00 + \$10/each additional 100 amps	\$58 (plus \$15 for each additional 100 amps beyond 200amps)	New Commercial Building Electrical Permit Issuance (excluding service)	\$55.00	New Commercial Building Electrical Permit Issuance (excluding service)	\$40.00
44	New Commercial Service	Not exceeding 100 amp service .....\$75.00 Not exceeding 200 amp service .....\$95.00 Plus for each additional 100 amps .....\$15.00 Remodeling or additions to existing commercial buildings electrically (excluding service) .....\$7.50	Not exceeding 100 amp service .....\$80.00 Not exceeding 200 amp service .....\$100.00 Plus for each additional 100 amps .....\$20.00 Remodeling or additions to existing commercial buildings electrically (excluding service) .....\$60.00	New Commercial Services	0-100 amps - \$50.00 101-150 amps - \$60.00 151-200 amps - \$70.00 Each additional 50 amps or fraction thereof \$10.00	New Commercial Services	0-100 amps - \$40.00 101-150 amps - \$45.00 151-200 amps - \$50.00 Each additional 50 amps or fraction thereof \$10.00
45	Residential Pools (electrical only)	\$33.00	\$35.00	Residential Pools (electrical only)	\$40.00	Residential Pools (electrical only)	\$35.00
46	Commercial Pools (electrical only)	\$66.00	\$70.00	Commercial Pools (electrical only)	\$40.00	Commercial Pools (electrical only)	\$35.00
47	Commercial Lighting	Commercial light, switch and receptacles: 1 to 50 .....\$27.50 Over 50, each .....\$3.00	Commercial light, switch and receptacles: 1 to 50 .....\$30.00 Over 50, each .....\$4.00				

	A	B	C	D	E	F	G
1	<b>Fee Comparison Table</b>						
2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
48	Signs	Not exceeding 96 square feet, each .....55.00 Over 96 square feet, each .....110.00 Illumination of any sign in any manner, floodlights, border lights, etc., each .....55.00	Not exceeding 96 sf - \$58/ea Over 96sf - \$117/ea Illumination of any sign in any manner, floodlights, border lights, etc., each .....\$60.00	Signs	Up to 32 sf - \$65 Greater than 32 sf - \$65 + \$10 each additional sf Sign Service - \$ 35.00 \$30.00 - non-freestanding signs \$50.00 - freestanding signs	Signs	\$20.00 + \$0.20/sf + \$2.00 additional circuit beyond 1
49	Transformers	\$27.50 + \$11/additional transformer 40 to 100 amps - \$27.50	\$30.00 + \$12/additional transformer 0-10 kw - \$4.00	Transformers	\$4.00 per 20 KVA or fraction thereof 0-10 kw - \$2.00	Transformers	\$4.00 per 20 KVA or fraction thereof
50	Heat	Under 40 amps, including window units, min - \$16.50	10.1-15kw - \$8.00 15.1 - 24kw - \$16.00	Heat	10.1-15kw - \$4.00 15.1 - 24kw - \$8.00	Heat	
51	Primary Service			Primary Service	\$50.00	Primary Service	\$40.00
52	Electric Car Chargers		110/120 volts - \$15.00 240 volts - \$30.00 480 + volts - \$90.00	Electric Car Chargers		Electric Car Chargers	
53	Generators/Motors	1/2 horsepower or less, operating at a potential of 500 volts or less, each .....11.00  Over 1/2 horsepower and not over 5 horsepower, operating at a potential of 500 volts or less, each .....27.50  Over 5 horsepower, operating at a potential of 550 volts or less, each .....44.00  High potential, operating at a potential of over 550 volts and less than 3,500 volts, regardless of horsepower, each .....66.00	½ horsepower or less w/ 500 volts or less - \$12.00/ea Over ½ horsepower and not over 5 horsepower, w/ less than 500 volts - \$30.00/ea Over 5 horsepower, 500 volts or less - \$47.00/ea High potential over 550 volts and less than 3,500 volts - \$70.00/ea	Generators/Motors	0-5 hp - \$4.00 Each additional 5hp or fraction thereof \$2.00	Generator/Motors	\$5.00/each 5hp
54	Additional inspections/reinspection	\$35.00	1st reinspection - \$25 2nd reinspection - \$75 3rd reinspection - two (2) times permit fee	Reinspections	\$55.00	Additional inspection/reinspection	\$40.00
55	Receptacles	Capacity 0 to 100 amps .....0.55	0-100 amps - \$1.00/ea	Receptacle outlets including fixtures	\$0.60/ea	Outlets including fixtures (each)	\$1.00
56	Switches	Capacity up to 30 amperes, each .....0.55 Capacity exceeding 30 amperes, each .....5.50	Up to 30 amps - \$1.00/ea Over 30 amps - \$6.00/ea	Switches and Receptacle outlets (excludes new SFD, MF, and RA)	Up to 30 amps - \$0.60/ea 31-100 amps - \$2.00/ea 101-200 amps - \$4.00/ea	Switches and Receptacle outlets (excludes new SFD, MF, and RA)	Up to 30 amps - \$0.60/ea 31-100 amps - \$2.00/ea 101-200 amps - \$4.00/ea
57	Appliances, Fixed or Stationary	\$27.50/ ea circuit	\$30.00/ea circuit	Appliances, Fixed or Stationary	Up to 30 amps - \$2.00 31-100 amps - \$4.00 Over 100 amps - \$6.00	Appliances, Fixed or Stationary	Up to 30 amps - \$2.00/ea 31-100 amps - \$4.00/ea 101-200 amps - \$6.00/ea
58	Smoke Detectors wired into electrical systems			Smoke Detectors wired into electrical systems (except SFD, MF, and RA)	\$2.00/ea	Smoke Detectors wired into electrical systems (except SFD, MF, and RA)	3.00/each
59	Fire alarm and signaling systems			Fire alarm and signaling systems	\$35.00/ea	Fire alarm and signaling systems	\$100.00
60	Repair Permit	\$11.00 + base fee	\$12.00 + base fee	Repair Permit	\$35.00	Repairs/Misc.	\$40.00
61	<b>PLUMBING FEES</b>						
62	Fire Sprinkler Systems	For the first 40 sprinkler heads or fractional part thereof .....\$55.00 For each additional 10 sprinkler heads or fractional part thereof .....11.00	First 40 heads or fractional part thereof - \$58.00 Each additional 10 heads or fraction over 40 - \$12/ea	Fire Sprinkler Systems	First 40 heads or fractional part thereof - \$30.00 Each additional 10 heads or fraction over 40 - \$4/ea	Fire Sprinkler Systems	New Plan Review - \$70.00 Head Relocation - \$35.00
63	Fire Standpipes	\$11.00	\$12.00	Fire Standpipes	\$6/ea	Fire Standpipes	\$70.00 (if separate from sprinkler system)
64	Fire Hose Cabinet	\$11.00	\$12.00	Fire Hose Cabinets	\$6/ea		
65	Solar Hot Water Heater	\$11.00	\$12.00			Solar Hot Water Heater	\$25.00/ea
66	Solar Heating/Cooling Equipment	\$33.00	\$35/ea				
67	Solar Photovoltaic Systems	Array, each .....22.00 Module, each .....11.00 Power conditioning unit, each .....22.00 Transformer, each .....11.00	\$23/ea array \$12/ea module \$23/ea Power conditioning Unit \$12/ea Transformer				
68	Cap Sewers and Supply lines for DEMO	\$33.00	\$35.00				
69	Septic Tank or Drain Field	\$33.00	\$35.00				
70	Wells	\$22.00	HEALTH DEPT	Wells	\$20.00		
71	Pumps	\$11.00	\$12.00	Pumps	\$4.00	Pumps	\$10.00
72	Permit Issuance Fee	\$35.00	\$37.00	Permit issuance fee	\$55.00	Permit Issuance Fee	\$40.00
73	Rough-in and setting fixtures	\$10/ea fixture	\$11/ea fixture	Rough-in and setting fixtures	\$7/ea fixture	Rough-in and setting fixtures	\$5.00/ea
74	Replacement Piping	\$35.00	\$37.00			Replacement Piping/cross connection fees	\$35.00
75	<b>MECHANICAL FEES</b>						

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1	<b>Fee Comparison Table</b>						
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3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
76	<b>Permit Issuance</b>	\$35.00	\$37.00	<b>Permit Issuance</b>	\$55.00	<b>Permit Issuance</b>	\$40.00
77	<b>A/C units/ ea dwelling, apartment or business</b>	1-10 tons - \$11 10.01-25 tons - \$6.60 Each ton over 25 tons - \$5.50/ea ton	1-10 tons - \$12.00 10.01-25 tons - \$7.00 Each ton over 25 tons - \$6/ea ton	<b>A/C and Refrigeration (total capacity in single install)</b>	1 - 10 tons - \$8.00 11 - 25 tons - \$4.00 Each ton over 25 tons - \$2.00	<b>A/C and Refrigeration, per system</b>	\$10.00
78	<b>Furnaces</b>	1-200,000 BTU – \$22.00 Each 50,000 BTU over 200,000 – \$11/ea Burner - \$8.80/ea	1-200,000 BTU – \$23.00 Each 50,000 BTU over 200,000 – \$12/ea Burner - \$9/ea	<b>Furnaces</b>	First 200,000BTU or fraction thereof - \$20.00 Each additional 50,000 BTU per hour of fuel used or fraction thereof - \$4.00 Any burners not in heating system - \$12.00/ea	<b>Furnaces</b>	First 200,000BTU or fraction thereof - \$10.00 Each additional 50,000 BTU per hour of fuel used or fraction thereof - \$5.00
79	<b>Air Duct Systems</b>	1-2,000cu/min – \$16.50 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$6.60/ea Each additional 1,000cu/min over 10,000cu/min - \$4.40/ea	1-2,000cu/min – \$18.00 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$7/ea Each additional 1,000cu/min over 10,000cu/min - \$5/ea	<b>Air Duct Systems</b>	1-2,000cu/min – \$20.00 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$8/ea Each additional 1,000cu/min over 10,000cu/min - \$4/ea	<b>Air Duct Systems</b>	0 - 2,000cfm - \$15 Each additional 1,000cfm or fraction thereof - \$5.00
80	<b>Commercial Hoods/Fans</b>	\$38.50	\$41.00	<b>Commercial Hoods/Fans</b>	\$30.00	<b>Commercial Hoods/Fans</b>	\$70.00
81	<b>Boilers</b>	First 500,000 BTU - \$33.00 Each 100,000 after - \$11.00	First 500,000 BTU - \$35.00 Each 100,000 after - \$12.00	<b>Boilers</b>	First 500,000 BTU - \$30.00 Each additional 100,000 BTU - \$6.00	<b>Boilers</b>	First 500,000 BTU - \$25.00 Each additional 100,000 BTU - \$5.00
82	<b>Fireplace</b>	\$33.00	\$35.00	<b>Prefab Fireplaces</b>	\$30.00	<b>Prefab Fireplaces</b>	\$25.00
83	<b>Alteration or Repair for Boilers</b>	\$33.00	\$35.00	<b>Alteration or repair of boiler on fired pressure vessel</b>	\$30.00	<b>Alteration or repair of boiler on fire pressure vessel</b>	\$25.00
84	<b>Tanks (Gas/LP)</b>	0-600 gallons – \$15.40 601-1,000 gallons - \$22.00 Each 1,000 gallons after - \$3.30	0-600 gallons – \$16.00 601-1,000 gallons - \$23.00 Each 1,000 gallons after - \$4.00	<b>Tanks (Gas/LP)</b>	0-600 gallons – \$20.00 601-10,000 gallons - \$100.00 Each 1,000 gallons after - \$4.00	<b>Tanks (Gas/LP)</b>	0-1000 gallons - \$20.00 each 1,000 gallons - \$5.00
85	<b>Service Station Automobile Lift</b>	\$16.50	\$18.00	<b>Service Station Automobile Lift</b>	\$10.00		
86	<b>Elevator/Escalator/Man Lift</b>	\$22.00	\$23.00	<b>Elevator/Escalator/Man Lift</b>	\$100.00 first 4 floors	<b>Elevator/Escalator/Man Lift</b>	\$15.00/floor
87	<b>Solar A/C Collector System</b>	\$22.00	\$23.00	<b>Solar Collector System</b>	\$30.00		
88	<b>All Mech permits not listed above</b>	\$7 per \$1,000 of project valuation	\$8 per \$1,000 of project valuation	<b>All Mech permits not listed above</b>	\$8 per \$1,000 of project valuation	<b>All Mech permits not listed above</b>	\$7 per \$1,000 of project valuation
89	<b>Minimum Fee</b>	\$41.00	\$44.00	<b>Minimum Fee</b>	\$55.00	<b>Minimum Fee</b>	\$40.00
90	<b>Additional Inspections/reinspection</b>	\$35.00	1st reinspection - \$25 2nd reinspection - \$75 3rd reinspection – two (2) times permit fee \$5.00	<b>Reinspection Fees</b>	\$55.00	<b>Reinspection Fees</b>	\$40.00
91	<b>Garage Sales</b>			<b>Garage Sales</b>			
92	<b>Peddling/Soliciting</b>	\$50.00	\$75.00	<b>Peddling/Soliciting</b>	\$35.00	<b>Peddling/Soliciting</b>	\$5.00/day \$10.00/week \$25.00/month \$50.00/3 months \$75/6 months \$100/year
93	<b>PLANNING FEES</b>						
94	<b>Comprehensive Plan Text Amendment</b>	\$500.00 + advertising cost	\$1,500.00	<b>Comprehensive Plan Amendment</b>	\$250.00	<b>Comprehensive Plan Amendment</b>	\$1,000.00 + advertising costs
95	<b>Comprehensive Plan Map Amendment (Small Amendment less than 10 acres)</b>	\$500.00 + advertising cost	\$2,000.00				
96	<b>Comprehensive Plan Map Amendment (Large Amendment greater than 10 acres)</b>	\$500.00 + advertising cost	\$2,500.00				
97	<b>Land Development Code (Text Amendment)</b>		\$1,000.00	<b>Land Development Code (Text Amendment)</b>	\$1,000.00	<b>Land Development Code (Text Amendment)</b>	1,000.00 + advertising cost
98	<b>Zoning Map Amendment</b>	\$500.00 + advertising cost	\$1,000.00	<b>Rezoning/Map Amendment</b>	\$550.00	<b>Rezoning/Map Amendment</b>	1,000.00 + advertising cost
99	<b>Appeals (Review of administrative decisions)</b>	\$500.00	\$800.00	<b>Appeals</b>	\$300.00	<b>Appeals</b>	\$500.00
100	<b>Pre-Application Plans Review</b>		\$100.00	<b>Pre-Application Plans Review</b>	\$150.00	<b>Pre-Application Plans Review</b>	\$250.00 + \$40.00 per review

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2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
101	Development Order Review	\$300.00 Residentially zoned property \$500.00 + \$0.01 cent for each square foot of land to develop or \$1,500 whichever is greater for commercial properties	Residential Developments (not including SFD) - \$200/ unit (plus cost of any outside review or other departmental reviews)  Commercial/Institutional/Industrial Development - \$2,000.00  PUD - \$2,500 (plus Commercial Development Order Review and Subdivision Plan Review)	Development Order Review	Multifamily Uses - \$100/unit Commercial/Industrial Uses - \$350.00 Public Institutional Uses - \$350.00 Landscape Plan \$100.00	Development Plan Review	\$250.00 + \$0.0025/ sqft of site area up to \$1,500.00 \$40.00/resubmission or addendum
102	Development Order Extension (beyond 1st request) (also applies to Variances and other board approved processes) (EXCLUDES STATE E.O.)		\$50.00	Development Order Extension (also applies to Variances and other board approved processes)	\$50.00		
103	Subdivision Plan Review	\$300.00 Residentially Zoned property \$500.00 Commercial Zones	\$1,000.00 (plus \$100/lot being created)	Subdivision Review	Application for Waiver - \$250.00 Preliminary plat review - \$250.00 Final Plat approval - \$100 + recording fees	Subdivision Review	\$250.00 - Concept Plan \$250.00 - Final Plat + \$20.00/lot
104	Replat Plan Review	\$300.00 Residentially Zoned property \$500.00 Commercial Zones	\$400.00	Replat	\$300.00	Replat	\$250.00
105	Deviation Plan Review		\$500.00 (Not required for deviations out of applicant control)				
106	Concurrency Certificate	\$50.00	\$75.00				
107	Planning Review Fees (Building Permits)		40% of building permit cost or minimum \$50.00	Development Review (SF/Duplex)	\$100.00		
108	Tree Removal Permit (Fees to be placed in mitigation fund)	Heritage Tree Removal - \$300.00	\$125.00 per caliper inch of tree removed \$400.00 Heritage Tree Removal	Tree Removal	SF/Residential uses - \$125/lot MF/Residential uses - \$250 Commercial/Industrial Uses - \$250	Site Clearing/Tree Removal	\$150.00
109	Special Exception	\$300.00 residentially zoned property \$500.00 commercially zoned property	\$400.00 residentially zoned property \$800.00 commercially zoned property	Use by exception	\$400.00	Conditional Use	\$500.00
110	Variance	\$300.00 residentially zoned property \$500.00 commercially zoned property	\$500.00 residentially zoned property \$1,000.00 commercially zoned property	Variances	\$300.00	Variance	\$500.00
111	Abandonments/Vacations/Easements		\$1,000.00 + any agreed upon sale price (if negotiated)			Abandonments/Vacations/Easements	\$350.00
112	Large copies (maps, site plans, etc.)	\$20.00 per page	\$20.00 per page	Large copies (maps, site plans, etc.)	\$5.00/page	Large copies (maps, site plans, etc.)	Plats per page \$6.00 Maps per page \$3.00 Copy of zoning map/sheet \$15.00
113	Hard Copy LDC	Same as PRR	Same as PRR	Hard Copy LDC	\$15.00	Hard Copy LDC	See PRR
114	Hard Copy Comp Plan	Same as PRR	Same as PRR	Hard Copy Comp Plan	\$15.00	Hard Copy Comp Plan	See PRR
115	Dog Friendly Dining Review		\$75.00	Dog Friendly Dining Review	\$175.00	Dog Friendly Dining Review	Fee Unknown
116	Zoning verification letter	\$50.00	\$75.00			Zoning Verification Letter	\$50.00/parcel
117	FDEP Letter		\$75.00				
118	Alcohol License Review		\$50.00				
119	Art Project Review		\$300.00				
120	<b>FIRE AND FLOODPLAIN FEES</b>						
121	Building Plan Review (Fire)	40% of project valuation	40% of project valuation	Building Plan Review (Fire)	Assessed through JFRD	Building Plan Review (Fire)	\$70.00
122	Floodplain Review	40% of project valuation	40% of project valuation				
123	Floodplain Letter		\$75.00				
124	Request FEMA Floodplain Change		25% of Fee established by FEMA Flood Map Related Fee Schedule				
125	New Construction Plan Review (Fire)	45% of building permit fee	45% of building permit fee	New Construction Plan Review (Fire)	Assessed through JFRD	New Construction Plan Review (Fire)	\$70.00
126	Resubmittals of New Construction Plan Review	\$75.00/ea	\$75.00/ea	Resubmittals of New Construction Plan Review	Assessed through JFRD	Resubmittals of New Construction Plan Review	See Electrical Fees
127	Plan review of fire sprinkler system (up to 50 heads)	\$75.00 \$1.00 for each additional head over 50	\$75.00 \$1.00 for each additional head over 50	Plan review of fire sprinkler system (up to 50 heads)	Assessed through JFRD	Plan review of fire sprinkler system (up to 50 heads)	See Electrical Fees
128	Plan review of fire standpipe or fire pumps	\$75.00	\$75.00	Plan review of fire standpipe or fire pumps	Assessed through JFRD	Plan review of fire standpipe or fire pumps	See Electrical Fees
129	Plan review of fire alarm up to 10 devices (including fire alarm control panel)	\$75.00 \$1.25 per device over 10 devices	\$75.00 \$1.25 per device over 10 devices	Plan review of fire alarm up to 10 devices (including fire alarm control panel)	Assessed through JFRD	Plan review of fire alarm up to 10 devices (including fire alarm control panel)	See Electrical Fees
130	Plan review of fire suppression systems	\$75.00	\$75.00	Plan review of fire suppression systems	Assessed through JFRD	Plan review of fire suppression systems	See Electrical Fees



	A	B	C	D	E	F	G
1	<b>Fee Comparison Table</b>						
2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
131	Plan review of emergency generator systems	\$75.00	\$75.00	Plan review of emergency generator systems	Assessed through JFRD	Plan review of emergency generator systems	See Electrical Fees
132	Plan review of grease hoods and light test	\$75.00	\$75.00	Plan review of grease hoods and light test	Assessed through JFRD	Plan review of grease hoods and light test	See Electrical Fees
133	Plan review of private fire mains & hydrants with visual & flushing	\$125.00	\$125.00	Plan review of private fire mains & hydrants with visual & flushing	Assessed through JFRD	Plan review of private fire mains & hydrants with visual & flushing	\$105.00
134	Plan review of new above ground & underground tanks	\$125.00	\$125.00	Plan review of new above ground & underground tanks	Assessed through JFRD		
135	Plan review of removal for fuel tank	\$25/tank	\$25/tank	Plan review of removal for fuel tank	Assessed through JFRD		
136	Plan review of paint booth & fire suppression system	\$25/system	\$25/system	Plan review of paint booth & fire suppression system	Assessed through JFRD		
137	Plan review & inspection for Med-Gas/ Med-Gas Storage or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision	\$65.00	\$65.00	Plan review & inspection for Med-Gas/ Med-Gas Storage or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision	Assessed through JFRD		
138	Special Event Review (Fire)	\$100/tent or food truck	\$100/tent or food truck			Temporary Tent	\$40.00/ea
139	Any other permit required by the FFPC not listed above	\$50.00	\$50.00	Any other permit required by the FFPC not listed above	Assessed through JFRD		
140	Resubmittal Review Fees	1st resubmittal – no charge 2nd resubmittal - \$100.00 3rd resubmittal – four (4) times original permit fee	1st resubmittal – no charge 2nd resubmittal - \$100.00 3rd resubmittal – four (4) times original permit fee	Resubmittal Review Fees	Assessed through JFRD		
141	New Business Tax Receipt	\$50.00 (home based businesses are exempt)	\$50.00 (home based businesses are exempt)				
142	Annual Inspections for Commercial properties (attached to Business Tax Receipts)	\$115/commercial license on site	No Occupancy used for address .. \$0.0 Desk within Occupancy/ Beauty Salon Chair .. \$10.00 Beauty Salon Booth (With Key) .. \$15.00 0 – 100sf ... \$20.00 101 – 500sf ... \$25.00 501- 750sf ... \$ 50.00 751 – 1,000 ... \$ 60.00 1001 – 1,250 ... \$70.00 1251 – 1,500sf...\$80.00 1,501 – 3,000sf...\$122.00 3,0001 – 6,000sf...\$160.00 6,001 – 12,000sf...\$239.00 12,001sf and over...\$400.00	Annual Inspections for Commercial properties (attached to Business Tax Receipts)	Assessed through JFRD		
143	Re-Inspection Fees	1st reinspection - \$50.00 Each additional reinspection - \$100.00	1st reinspection - \$50.00 Each additional reinspection - \$100.00	Re-Inspection Fees	Assessed through JFRD		
144	<b>PUBLIC WORKS FEES</b>						
145	Residential Right-of-Way Permit		\$100.00 (driveway aprons only)	Right-of-Way Review (Engineering Only)	\$25.00	Right-of-Way Review	\$25.00
146	Right-of-Way Use Permits (except Residential driveways)		\$100.00	Tree removal permits	SF/Residential uses - \$125/lot MF/Residential uses - \$250 Commercial/Industrial Uses - \$250	Tree Removal Permits	\$150.00
147	Commercial Right-of-Way Permit		\$500.00				

	A	B	C	D	E	F	G
1	<b>Fee Comparison Table</b>						
2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
148	Trenchless Utility Right-of-Way Permit excluding fee exempt (based on avg 350 feet per permit)		\$150 for first 500 ft (plus \$10 each 100 feet thereafter)				
149	Open Cut Utility Right-of-Way Permit excluding fee exempt (based on average 550 feet per permit)		\$300 for first 1,000 ft (plus \$20 each 500 feet thereafter)				
150	<b>Water Meter Connection</b>	¾" Tap...\$1,140.00 1" Tap...\$1,904.00 1 ½" Tap...\$3,796.00 2" Tap...\$6,076.00 3" Tap...\$11,400.00 6" Tap...\$37,996.00 8" Tap...\$60,796.00	¾" Tap...\$1,211.00 1" Tap...\$2,022.00 1 ½" Tap...\$4,031.00 2" Tap...\$6,453.00 3" Tap...\$12,107.00 6" Tap...\$40,352.00 8" Tap...\$65,565.00	<b>Water Meter Connection</b>	Inspection Fees: 2" and less - \$50.00 More than 2" - \$200.00 Reinspection - \$50.00  Impact Fees ¾" Tap...\$1,140.00 1" Tap...\$1,904.00 1 ½" Tap...\$3,796.00 2" Tap...\$6,076.00 3" Tap...\$11,400.00 6" Tap...\$37,996.00 8" Tap...\$60,796.00	<b>Water Meter Connection</b>	Inspection Fee - \$200.00 ¾" Tap...\$525.00 1" Tap...\$560.00 1 ½" Tap...\$1,090.00 2" Tap or greater...\$1,150.00  Jax Beach has water impact fees in addition to these fees.
151	<b>Sewer Meter Connection</b>	¾" Tap...\$4,050.00 1" Tap...\$6,764.00 1 ½" Tap...\$13,487.00 2" Tap...\$21,587.00 3" Tap...\$40,500.00 6" Tap...\$134,987.00 8" Tap...\$215,987.00	¾" Tap...\$4,301.00 1" Tap...\$7,183.00 1 ½" Tap...\$14,323.00 2" Tap...\$22,925.00 3" Tap...\$43,011.00 6" Tap...\$143,356.00 8" Tap...\$229,378.00	<b>Sewer Meter Connection</b>	Cost of Labor and Materials + 10% for handling	<b>Sewer Meter Connection</b>	Inspection Fee - \$200.00 6" Tap...\$750.00 8" Tap or greater...\$1,125.00  Jax Beach has sewer impact fees in addition to these fees.
152	<b>Deposit Charge for Service</b>	\$150.00	\$160.00			<b>Deposit</b>	2X the amount of the average monthly bill
153	<b>Set-Up Service Charge</b>	\$25.00	\$27.00	<b>Set-Up Service Charge</b>	\$20.00 New Customer Service	<b>Set-up Service Charge</b>	\$125.00
154	<b>New Connection Surcharges</b>	\$175.00	\$66.00				
155	<b>Construction Water Service</b>	\$40.00	\$43.00				
156	<b>Reconnection Fee for Accounts in arrears</b>	\$25.00 (operating hours) \$75.00 (after operating hours and weekends)	\$100.00			<b>Reconnection Fees for Accounts in Arrears</b>	5% of the total bill \$20.00 After Hours \$25.00 Normal Hours PLUS 2X the amount of the average monthly bill
157	<b>Initial Backflow Inspection</b>		\$35.00				
158	<b>Initial Grease Trap Inspection</b>		\$35.00			<b>Initial Grease Trap Inspection</b>	\$35.00
159	<b>Annual Backflow Inspection</b>		\$50.00			<b>Backflow Inspection</b>	\$0.00
160	<b>Annual Grease Trap Inspection</b>		\$50.00			<b>Annual Grease Trap Inspection</b>	Required, but do not see fee information
161	<b>Initial Erosion Control Inspection</b>		\$25.00			<b>Initial Erosion Control Inspection</b>	Required. Ordinance says fees may be established, but do not see fee information in supplied documentation
162	<b>Intermediate Erosion Control Inspection</b>		\$25.00			<b>Intermediate Erosion Control Inspection</b>	Required. Ordinance says fees may be established, but do not see fee information in supplied documentation
163	<b>Final Erosion Control Inspection</b>		\$25.00			<b>Final Erosion Control Inspection</b>	Required. Ordinance says fees may be established, but do not see fee information in supplied documentation

	A	B	C	D	E	F	G
1	<b>Fee Comparison Table</b>						
2							
3	<b>Fee Type</b>	<b>Neptune Beach Current</b>	<b>Neptune Beach Proposed</b>	<b>Atlantic Beach</b>	<b>Atlantic Beach Fees</b>	<b>Jacksonville Beach</b>	<b>Jacksonville Beach Fees</b>
164	Reinspection Fee		1st reinspection - \$50.00 2nd reinspection - \$75.00 3rd reinspection - \$150.00  Failure to comply by 3rd inspection results in a notice of violation and hearing before the Magistrate.			Reinspection Fees	\$40.00/inspection
165	Stormwater Management Utility Fee	Residential - \$18.41/living unit Commercial - \$26.59/ERU	Residential - \$20.00/living unit Commercial - \$29.00/ERU	Stormwater Management Utility Fee	\$8.39/month	Stormwater Management Utility Fee	Residential - 1 ERU x No. of D.U. Non-Residential - Impervious area x 1 ERU
166	<b>FINANCE DEPT FEES</b>						
167	Business Tax Receipts	All Professional, Retail, and Service Establishments 0 – 1,500sf...\$75.00  1,501 – 3,000sf...\$115.00  3,0001 – 6,000sf...\$150.00  6,001 – 12,000sf...\$225.00  12,001sf and over...\$375.00  Home Occupation...\$65.00  Food Trucks...\$65.00  Insurance Companies...\$140.00  Vending Machines...\$5.00  Home-based Day Care...\$50.00 (fee is exempt from increase FL Statute)	All Professional, Retail, and Service Establishments 0 – 1,500sf...\$80.00  1,501 – 3,000sf...\$122.00  3,0001 – 6,000sf...\$160.00  6,001 – 12,000sf...\$239.00  12,001sf and over...\$400.00  Home Occupation...\$70.00  Food Trucks...\$100.00  Insurance Companies...\$150.00  Vending Machines...\$5.00  Home-based Day Care...\$50.00 (fee is exempt from increase FL Statute)	Business Tax Receipts	MANUFACTURING : 0-1,500 sf - \$59.03 1,501 - 5,000 sf - \$99.56 5,001sf - 15,000sf - \$133.11 15,000sf and over - \$333.39  PROFESSIONAL SERVICES: 0-1,500 sf - \$59.03 1,501 - 5,000 sf - \$99.56 5,001sf - 15,000sf - \$133.11 15,000sf and over - \$333.39 Plus cost of specific city licensure for each profession except pharmacists  RETAIL ESTABLISHMENTS: 0-1,500 sf - \$59.03 1,501 - 5,000 sf - \$99.56 5,001sf - 15,000sf - \$133.11 15,000sf and over - \$333.39 Plus cost per service station pump and/or alcohol license for each bar/lounge/tavern, or country club, dance hall, restaurant, and hotel/motel	Business Tax Receipts	AGRICULTURE, FORESTRY, AND FISHING: Between \$79.20 - \$132.00  CONSTRUCTION: Between \$79.20 - \$330.00  MANUFACTURING: Between \$79.20 - \$220.00  TRANSPORTATION: Between \$79.20 - \$1,375.00  WHOLESALE TRADE: \$79.20  RETAIL TRADE: Between \$39.60 - \$495.00  FINANCE: Between \$66.00 - \$220.00  SERVICES: Between \$13.20 - \$2,500.00  NONCLASSIFIABLE: Between \$79.20 - \$100.00
168	<b>POLICE DEPT FEES</b>						
169	Incident/Crash/Research Copies	\$0.15/page	\$0.15/page				
170	Fingerprints (Neptune Beach residents)	\$5.00/card	\$5.00/card				
171	Complex Personnel/Records Request*		Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).  Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).  *Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the Records Division's discretion.	Complex Personnel/ Records Request*	8 1/2" x 14" paper or smaller - \$0.10/1-sided page or \$0.15/2-sided page Larger than 8 1/2" x 14" - \$0.25/ 1-sided page or \$0.30/2-sided page  Research or extensive time fees - \$50/hour		Copies per page 8 1/2" x 14" paper or smaller - \$0.15 Copies 8 1/2" x 14" per duplex pages \$0.20 Color Copies 8 1/2" x 14" - \$0.25 Color copies per duplex page \$0.30 Black & White Copies (11 x 17) \$0.35 Black & White Copies dupes (11 x 17) \$0.40 Color Copies (11 x 17) \$0.45 Color Copies per duplex (11 x 17) \$0.50 or \$0.55 Certification of record copies in addition to per page copy fee \$1.00 Plats per page \$6.00 Maps per page \$3.00 Copy of zoning map/sheet \$15.00 Lien Certificates (per parcel) \$40.00 County Maps, Aerial Photos \$ Actual cost of materials, overhead & Labor Audio tapes, recording or CDs \$ 5.00 each Production or reproduction of DVDs \$10.00 each Electronic Delivery Fee in addition to per page copy fee \$2.00  **EXTENSIVE RECORDS - CHARGE LOWEST WAGE OF DEPARTMENTAL EMPLOYEE AT THE HOURLY RATE IN ADDITION TO COPY FEE

<u>PERMIT TYPE</u>	<u>CURRENT FEES</u>	<u>PROPOSED FEES</u>
Special Events Permits w/o Police		\$100.00
Special Events Permits w/ Police		\$300.00 + \$55.00/hr (minimum of 4-hours for an officer is required).
Neptune House Rental/ Public Space Rental - RESIDENT		DEPOSIT: \$150.00 w/o alcohol or \$200 w/ alcohol Monday – Thursday 8am to 10pm (\$35.00/hr + tax w/o alcohol) (\$90.00*/hr + tax w/ alcohol)
Neptune House Rental/ Public Space Rental - RESIDENT WEEKEND		DEPOSIT: \$250.00 w/o alcohol or \$300 w/ alcohol Friday (after 5pm), Saturday & Sunday (\$75.00/hr + tax w/o alcohol) (\$130.00*/hr + tax w/ alcohol)
Neptune House Rental/ Public Space Rental - NON- RESIDENT		DEPOSIT: \$400.00 w/o alcohol or \$800.00 w/ alcohol Monday – Thursday 8am to 10pm (\$75.00/hr + tax w/o alcohol) (\$130.00*/hr + tax w/ alcohol)
Neptune House Rental/ Public Space Rental - NON- RESIDENT WEEKEND		DEPOSIT: \$500.00 w/o alcohol or \$1,000 w/ alcohol Friday (after 5pm), Saturday & Sunday (\$150.00/hr + tax w/o alcohol) (\$200.00*/hr + tax w/alcohol)
Neptune House Rental/ Public Space Rental - NON- PROFIT		DEPOSIT: \$500.00 (hourly rate of officers may be required for events with alcohol)
Public Records Requests	One-sided copies letter or legal - \$0.15..... Two-sided copies letter or legal - \$0.20.....One of two-sided copies ledger 11 × 17 - \$0.25.....Large blueprint size copies - \$6.00.....Certified copy of public record - \$1.00	Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).  Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).  *Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the City Clerk’s discretion.

REVENUE ACCOUNTS KEY
Licenses and Permits
Charges for Services
Misc. Revenues
Water & Sewer Fund OR Stormwater Utility Fund

**BUILDING PERMITS**

<b>Moving Fee</b>	\$100.00	\$150.00
<b>Fence Permit</b>	\$35.00	\$37.00
<b>Demolition Permit</b>	\$113.00	\$115.00
<b>Pool permit (building permit only)</b>	\$0.40/ \$100 of cost of the pool	\$37 plus cost of construction
<b>Change of Contractor Fee</b>	\$35.00	\$37.00
<b>Permit Checking Fee (Plan review fee)</b>	50% of the building fee	50% of the building fee
<b>Permit Renewal (if permit has expired)</b>	\$35.00	No inspection - 100% original building fee Any pending inspection - 50% original building fee
<b>Plan review resubmittal fees</b>	\$78.50/hour of review	\$80.00/hour of review with a minimum charge for 1 hour
<b>Private Provider (Building Inspection &amp; Plan Review, excluding zoning and fire plan review)</b>	30% reduction	Plan Review Reduction - 20% Inspection Reduction 10%
<b>Permit Issuance</b>	\$35.00 + cost of construction fee	\$37.00 + cost of construction fee
<b>Cost of Construction Fees</b>		
<b>\$0.00 - \$100.00</b>	\$11.00 (charged only if inspection required)	\$12.00
<b>\$100.01 - \$1,000.00</b>	\$27.50	\$30.00
<b>1000.01 - \$2,000.00</b>	\$38.50	\$41.00
<b>\$2,000.01 - \$3,000.00</b>	\$55.00	\$58.00
<b>\$3,000.01 - \$4,000.00</b>	\$60.50	\$64.00
<b>\$4,000.01 - \$5,000.00</b>	\$66.00	\$70.00
<b>\$5,000.01 - \$6,000.00</b>	\$71.50	\$76.00
<b>\$6,000.01 - \$7,000.00</b>	\$77.00	\$82.00
<b>\$7,000.01 - \$8,000.00</b>	\$82.50	\$88.00
<b>\$8,000.01 - \$9,000.00</b>	\$88.00	\$93.00
<b>\$9,000.01 - \$10,000.00</b>	\$93.50	\$100.00
<b>\$10,001.00 to \$100,000</b>	\$93.50 for the first \$10,000 + \$5.50 for each additional \$1,000.00 or part thereof up to \$100,000.00	\$100.00 for the first \$10,000 + \$6.00 for each additional \$1,000.00 or part thereof up to \$100,000.00
<b>\$100,001.00 to \$500,000.00</b>	\$588.50 for first \$100,000 + \$2.75 each additional \$1,000.00 or part thereof up to \$500,000.00	\$625.00 for first \$100,000 + \$3.00 each additional \$1,000.00 or part thereof up to \$500,000.00
<b>\$500,001.00 and up</b>	\$1,688.50 for first \$500,000 + \$1.38 each additional \$1,000.00 thereafter	\$1,793 for first \$500,000 + \$1.50 each additional \$1,000.00 thereafter

<b>Reinspection Fees (All Trades)</b>	35.00 per failed trade	1st reinspection - \$25.00 reinspection - \$75 reinspection - two (2) times the permit fee	2nd 3rd
<b><u>ELECTRICAL FEES</u></b>			
<b>Temporary Service Pole</b>	\$22.00	\$23.00	
<b>Air Condition Circuits</b>	40 to 100 amps – \$27.50 Under 40 amps, including window units, min - \$16.50	40 to 100 amps – \$29.00 40 amps, including window units, min - \$18.00	Under
<b>New Family Dwelling</b>	Not exceeding 100 amps –\$44.00 Not exceeding 200 amps – \$55.00 Each additional 100 amp or part there of - \$11.00  Remodeling or additions to residential dwellings (excluding service) - \$27.50 Plus, for every \$1,000 of value or fractional part thereof – \$11 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment	Not exceeding 100 amps –\$47.00 Not exceeding 200 amps – \$58.00 Each additional 100 amp or part there of - \$12.00  Remodeling or additions to residential dwellings (excluding service) - \$29.00 Plus, for every \$1,000 of value or fractional part thereof – \$12 (Continued)  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment	
<b>New Commercial Building Electrical Permit Issuance (excluding service)</b>	\$55.00 + \$10/each additional 100 amps	\$58 (plus \$15 for each additional 100 amps beyond 200amps)	
<b>New Commercial Service</b>	Not exceeding 100 amp service .....75.00 Not exceeding 200 amp service .....95.00 Plus for each additional 100 amps .....15.00 Remodeling or additions to existing commercial buildings electrically (excluding service) .....57.50	Not exceeding 100 amp service .....\$80.00 Not exceeding 200 amp service .....\$100.00 Plus for each additional 100 amps .....\$20.00 Remodeling or additions to existing commercial buildings electrically (excluding service) .....\$60.00	
<b>Residential Pools (electrical only)</b>	\$33.00	\$35.00	
<b>Commercial Pools (electrical only)</b>	\$66.00	\$70.00	
<b>Commercial Lighting</b>	Commercial light, switch and receptacles: 1 to 50 .....27.50 Over 50, each .....3.30	Commercial light, switch and receptacles: 1 to 50 .....\$30.00 Over 50, each .....\$4.00	

<b>Signs</b>	Not exceeding 96 square feet, each .....55.00 Over 96 square feet, each .....110.00 Illumination of any sign in any manner, floodlights, border lights, etc., each .....55.00	Not exceeding 96 sf - \$58/ea Over 96sf - \$117/ea Illumination of any sign in any manner, floodlights, border lights, etc., each .....\$60.00
<b>Transformers</b>	\$27.50 + \$11/additional transformer	\$30.00 + \$12/additional transformer
<b>Heat</b>	40 to 100 amps – \$27.50 Under 40 amps, including window units, min - \$16.50	0-10 kw - \$4.00 10.1-15kw - \$8.00 15.1 - 24kw - \$16.00
<b>Primary Service</b>		
<b>Electric Car Chargers</b>		110/120 volts - \$15.00 240 volts - \$30.00 480 + volts - \$90.00
<b>Generators/Motors</b>	1/2 horsepower or less, operating at a potential of 500 volts or less, each .....11.00  Over 1/2 horsepower and not over 5 horsepower, operating at a potential of 500 volts or less, each .....27.50  Over 5 horsepower, operating at a potential of 550 volts or less, each .....44.00  High potential, operating at a potential of over 550 volts and less than 3,500 volts, regardless of horsepower, each .....66.00	1/2 horsepower or less w/ 500 volts or less – \$12.00/ea Over 1/2 horsepower and not over 5 horsepower, w/ less than 500 volts – \$30.00/ea Over 5 horsepower, 500 volts or less - \$47.00/ea High potential over 550 volts and less than 3,500 volts - \$70.00/ea
<b>Additional inspections/reinspection</b>	\$35.00	1st reinspection - \$25 2nd reinspection - \$75 3rd reinspection – two (2) times permit fee
<b>Receptacles</b>	Capacity 0 to 100 amps .....0.55	0-100 amps - \$1.00/ea
<b>Switches</b>	Capacity up to 30 amperes, each .....0.55 Capacity exceeding 30 amperes, each .....5.50	Up to 30 amps - \$1.00/ea Over 30 amps - \$6.00/ea
<b>Appliances, Fixed or Stationary</b>	\$27.50/ ea circuit	\$30.00/ea circuit
<b>Smoke Detectors wired into electrical systems</b>		

<b>Fire alarm and signaling systems</b>		
<b>Repair Permit</b>	\$11.00 + base fee	\$12.00 + base fee
<b><u>PLUMBING FEES</u></b>		
<b>Fire Sprinkler Systems</b>	For the first 40 sprinkler heads or fractional part thereof .....\$55.00 For each additional 10 sprinkler heads or fractional part thereof .....11.00	First 40 heads or fractional part thereof – \$58.00 Each additional 10 heads or fraction over 40 - \$12/ea
<b>Fire Standpipes</b>	\$11.00	\$12.00
<b>Fire Hose Cabinet</b>	\$11.00	\$12.00
<b>Solar Hot Water Heater</b>	\$11.00	\$12.00
<b>Solar Heating/Cooling Equipment</b>	\$33.00	\$35/ea
<b>Solar Photovoltaic Systems</b>	Array, each .....22.00 Module, each .....11.00 Power conditioning unit, each ....22.00 Transformer, each .....11.00	\$23/ea array \$12/ea module \$23/ea Power conditioning Unit \$12/ea Transformer
<b>Cap Sewers and Supply lines for DEMO</b>	\$33.00	\$35.00
<b>Septic Tank or Drain Field</b>	\$33.00	\$35.00
<b>Wells</b>	\$22.00	<b>HEALTH DEPT</b>
<b>Pumps</b>	\$11.00	\$12.00
<b>Permit Issuance Fee</b>	\$35.00	\$37.00
<b>Rough-in and setting fixtures</b>	\$10/ea fixture	\$11/ea fixture
<b>Replacement Piping</b>	\$35.00	\$37.00
<b><u>MECHANICAL FEES</u></b>		
<b>Permit Issuance</b>	\$35.00	\$37.00
<b>A/C units/ ea dwelling, apartment or business</b>	1-10 tons - \$11 10.01-25 tons - \$6.60 Each ton over 25 tons - \$5.50/ea ton	1-10 tons - \$12.00 10.01-25 tons - \$7.00 Each ton over 25 tons - \$6/ea ton
<b>Furnaces</b>	1-200,000 BTU – \$22.00 Each 50,000 BTU over 200,000 – \$11/ea Burner - \$8.80/ea	1-200,000 BTU – \$23.00 Each 50,000 BTU over 200,000 – \$12/ea Burner - \$9/ea



<b>Air Duct Systems</b>	1-2,000cu/min – \$16.50 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$6.60/ea Each additional 1,000cu/min over 10,000cu/min - \$4.40/ea	1-2,000cu/min – \$18.00 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$7/ea Each additional 1,000cu/min over 10,000cu/min - \$5/ea
<b>Commercial Hoods/Fans</b>	\$38.50	\$41.00
<b>Boilers</b>	First 500,000 BTU - \$33.00 Each 100,000 after - \$11.00	First 500,000 BTU - \$35.00 Each 100,000 after - \$12.00
<b>Fireplace</b>	\$33.00	\$35.00
<b>Alteration or Repair for Boilers</b>	\$33.00	\$35.00
<b>Tanks (Gas/LP)</b>	0-600 gallons – \$15.40 601-1,000 gallons - \$22.00 Each 1,000 gallons after - \$3.30	0-600 gallons – \$16.00 601-1,000 gallons - \$23.00 Each 1,000 gallons after - \$4.00
<b>Service Station Automobile Lift</b>	\$16.50	\$18.00
<b>Elevator/Escalator/Man Lift</b>	\$22.00	\$23.00
<b>Solar A/C Collector System</b>	\$22.00	\$23.00
<b>All Mech permits not listed above</b>	\$7 per \$1,000 of project valuation	\$8 per \$1,000 of project valuation
<b>Minimum Fee</b>	\$41.00	\$44.00
<b>Additional Inspections/reinspection</b>	\$35.00	1st reinspection - \$25 2nd reinspection - \$75 3rd reinspection – two (2) times permit fee
<b>Garage Sales</b>		\$5.00
<b>Peddling/Soliciting</b>	\$50.00	\$75.00
<b><u>PLANNING FEES</u></b>		
<b>Comprehensive Plan Text Amendment</b>	\$500.00 + advertising cost	\$1,500.00
<b>Comprehensive Plan Map Amendment (Small Amendment less than 10 acres)</b>	\$500.00 + advertising cost	\$2,000.00

<b>Comprehensive Plan Map Amendment (Large Amendment greater than 10 acres)</b>	\$500.00 + advertising cost	\$2,500.00
<b>Land Development Code (Text Amendment)</b>		\$1,000.00
<b>Zoning Map Amendment</b>	\$500.00 + advertising cost	\$1,000.00
<b>Appeals (Review of administrative decisions)</b>	\$500.00	\$800.00
<b>Pre-Application Plans Review</b>		\$100.00
<b>Development Order Review</b>	\$300.00 Residentially zoned property \$500.00 + \$0.01 cent for each square foot of land to develop or \$1,500 whichever is greater for commercial properties	Residential Developments (not including SFD) - \$200/ unit (plus cost of any outside review or other departmental reviews)  Commercial/Institutional/Industrial Development - \$2,000.00  PUD - \$2,500 (plus Commercial Development Order Review and Subdivision Plan Review)
<b>Development Order Extension (beyond 1st request) (also applies to Variances and other board approved processes) (EXCLUDES STATE E.O.)</b>		\$50.00
<b>Subdivision Plan Review</b>	\$300.00 Residentially Zoned property \$500.00 Commercial Zones	\$1,000.00 (plus \$100/lot being created)
<b>Replat Plan Review</b>	\$300.00 Residentially Zoned property \$500.00 Commercial Zones	\$400.00
<b>Deviation Plan Review</b>		\$500.00 (Not required for deviations out of applicant control)
<b>Concurrency Certificate</b>	\$50.00	\$75.00
<b>Planning Review Fees (Building Permits)</b>		40% of building permit cost or minimum \$50.00

<b>Tree Removal Permit (Fees to be placed in mitigation fund)</b>	Heritage Tree Removal - \$300.00	\$125.00 per caliper inch of tree removed \$400.00 Heritage Tree Removal
<b>Special Exception</b>	\$300.00 residentially zoned property \$500.00 commercially zoned property	\$400.00 residentially zoned property \$800.00 commercially zoned property
<b>Variance</b>	\$300.00 residentially zoned property \$500.00 commercially zoned property	\$500.00 residentially zoned property \$1,000.00 commercially zoned property
<b>Abandonments/Vacations/Easements</b>		\$1,000.00 + any agreed upon sale price (if negotiated)
<b>Large copies (maps, site plans, etc.)</b>	\$20.00 per page	\$20.00 per page
<b>Hard Copy LDC</b>	Same as PRR	Same as PRR
<b>Hard Copy Comp Plan</b>	Same as PRR	Same as PRR
<b>Dog Friendly Dining Review</b>		\$75.00
<b>Zoning verification letter</b>	\$50.00	\$75.00
<b>FDEP Letter</b>		\$75.00
<b>Alcohol License Review</b>		\$50.00
<b>Art Project Review</b>		\$300.00
<b><u>FIRE AND FLOODPLAIN FEES</u></b>		
<b>Building Plan Review (Fire)</b>	40% of project valuation	40% of project valuation
<b>Floodplain Review</b>	40% of project valuation	40% of project valuation
<b>Floodplain Letter</b>		\$75.00
<b>Request FEMA Floodplain Change</b>		25% of Fee established by FEMA Flood Map Related Fee Schedule
<b>New Construction Plan Review (Fire)</b>	45% of building permit fee	45% of building permit fee
<b>Resubmittals of New Construction Plan Review</b>	\$75.00/ea	\$75.00/ea
<b>Plan review of fire sprinkler system (up to 50 heads)</b>	\$75.00 \$1.00 for each additional head over 50	\$75.00 \$1.00 for each additional head over 50

<b>Plan review of fire standpipe or fire pumps</b>	\$75.00	\$75.00
<b>Plan review of fire alarm up to 10 devices (including fire alarm control panel)</b>	\$75.00 \$1.25 per device over 10 devices	\$75.00 \$1.25 per device over 10 devices
<b>Plan review of fire suppression systems</b>	\$75.00	\$75.00
<b>Plan review of emergency generator systems</b>	\$75.00	\$75.00
<b>Plan review of grease hoods and light test</b>	\$75.00	\$75.00
<b>Plan review of private fire mains &amp; hydrants with visual &amp; flushing</b>	\$125.00	\$125.00
<b>Plan review of new above ground &amp; underground tanks</b>	\$125.00	\$125.00
<b>Plan review of removal for fuel tank</b>	\$25/tank	\$25/tank
<b>Plan review of paint booth &amp; fire suppression system</b>	\$25/system	\$25/system
<b>Plan review &amp; inspection for Med-Gas/ Med-Gas Storage or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision</b>	\$65.00	\$65.00
<b>Special Event Review (Fire)</b>	\$100/tent or food truck	\$100/tent or food truck
<b>Any other permit required by the FFPC not listed above</b>	\$50.00	\$50.00

<b>Resubmittal Review Fees</b>	1st resubmittal – no charge 2nd resubmittal - \$100.00 3rd resubmittal – four (4) times original permit fee	1st resubmittal – no charge 2nd resubmittal - \$100.00 3rd resubmittal – four (4) times original permit fee
<b>New Business Tax Receipt</b>	\$50.00 (home based businesses are exempt)	\$50.00 (home based businesses are exempt)
<b>Annual Inspections for Commercial properties (attached to Business Tax Receipts)</b>	\$115/commercial license on site	No Occupancy used for address .. \$0.0  Desk within Occupancy/ Beauty Salon Chair .. \$10.00  Beauty Salon Booth (With Key) .. \$15.00  0 – 100sf ... \$20.00  101 – 500sf ... \$25.00  501- 750sf ... \$ 50.00  751 – 1,000 ... \$ 60.00  1001 – 1,250 ... \$70.00  1251 – 1,500sf...\$80.00  1,501 – 3,000sf...\$122.00  3,0001 – 6,000sf...\$160.00  6,001 – 12,000sf...\$239.00  12,001sf and over...\$400.00
<b>Re-Inspection Fees</b>	1st reinspection - \$50.00 Each additional reinspection - \$100.00	1st reinspection - \$50.00 Each additional reinspection - \$100.00
<b><u>PUBLIC WORKS FEES</u></b>		
<b>Residential Right-of-Way Permit</b>		\$100.00 (driveway aprons only)

<b>Right-of-Way Use Permits (except Residential driveways)</b>		\$100.00
<b>Commercial Right-of-Way Permit</b>		\$500.00
<b>Trenchless Utility Right-of- Way Permit excluding fee exempt (based on avg 350 feet per permit)</b>		\$150 for first 500 ft (plus \$10 each 100 feet thereafter)
<b>Open Cut Utility Right-of- Way Permit excluding fee exempt (based on average 550 feet per permit)</b>		\$300 for first 1,000 ft (plus \$20 each 500 feet thereafter)
<b>Water Meter Connection</b>	¾" Tap...\$1,140.00	¾" Tap...\$1,211.00
	1" Tap...\$1,904.00	1" Tap...\$2,022.00
	1 ½" Tap...\$3,796.00	1 ½" Tap...\$4,031.00
	2" Tap...\$6,076.00	2" Tap...\$6,453.00
	3" Tap...\$11,400.00	3" Tap...\$12,107.00
	6" Tap...\$37,996.00	6" Tap...\$40,352.00
	8" Tap...\$60,796.00	8" Tap...\$65,565.00

<b>Sewer Meter Connection</b>	¾" Tap...\$4,050.00	¾" Tap...\$4,301.00
	1" Tap...\$6,764.00	1" Tap...\$7,183.00
	1 ½" Tap...\$13,487.00	1 ½" Tap...\$14,323.00
	2" Tap...\$21,587.00	2" Tap...\$22,925.00
	3" Tap...\$40,500.00	3" Tap...\$43,011.00
	6" Tap...\$134,987.00	6" Tap...\$143,356.00
	8" Tap...\$215,987.00	8" Tap...\$229,378.00
<b>Deposit Charge for Service</b>	\$150.00	\$160.00
<b>Set-Up Service Charge</b>	\$25.00	\$27.00
<b>New Connection Surcharges</b>	\$175.00	\$66.00
<b>Construction Water Service</b>	\$40.00	\$43.00
<b>Reconnection Fee for Accounts in arrears</b>	\$25.00 (operating hours) \$75.00 (after operating hours and weekends)	\$100.00
<b>Initial Backflow Inspection</b>		\$35.00
<b>Initial Grease Trap Inspection</b>		\$35.00
<b>Annual Backflow Inspection</b>		\$50.00
<b>Annual Grease Trap Inspection</b>		\$50.00
<b>Initial Erosion Control Inspection</b>		\$25.00
<b>Intermediate Erosion Control Inspection</b>		\$25.00
<b>Final Erosion Control Inspection</b>		\$25.00

<b>Reinspection Fee</b>		1st reinspection - \$50.00 2nd reinspection - \$75.00 3rd reinspection - \$150.00  Failure to comply by 3rd inspection results in a notice of violation and hearing before the Magistrate.
<b>Stormwater Management Utility Fee</b>	Residential - \$18.41/living unit Commercial - \$26.59/ERU	Residential - \$20.00/living unit Commercial - \$29.00/ERU
<b><u>FINANCE DEPT FEES</u></b>		
<b>Business Tax Receipts</b>	All Professional, Retail, and Service Establishments 0 – 1,500sf...\$75.00  1,501 – 3,000sf...\$115.00  3,0001 – 6,000sf...\$150.00  6,001 – 12,000sf...\$225.00  12,001sf and over...\$375.00  Home Occupation...\$65.00  Food Trucks...\$65.00  Insurance Companies...\$140.00  Vending Machines...\$5.00  Home-based Day Care...\$50.00 (fee is exempt from increase FL Statute)	All Professional, Retail, and Service Establishments 0 – 1,500sf...\$80.00  1,501 – 3,000sf...\$122.00  3,0001 – 6,000sf...\$160.00  6,001 – 12,000sf...\$239.00  12,001sf and over...\$400.00  Home Occupation...\$70.00  Food Trucks...\$100.00  Insurance Companies...\$150.00  Vending Machines...\$5.00  Home-based Day Care...\$50.00 (fee is exempt from increase FL Statute)
<b><u>POLICE DEPT FEES</u></b>		
<b>Incident/Crash/Research Copies</b>	\$0.15/page	\$0.15/page



<b>Fingerprints (Neptune Beach residents)</b>	\$5.00/card	\$5.00/card
<b>Complex Personnel/Records Request*</b>		<p>Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).</p> <p>Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).</p> <p>*Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the Records Division's discretion.</p>

## Comparison of Building and Trade Fees

<b>Building Permit Fee</b> <i>2-story single family dwelling</i> <i>4 bedroom, 3 full bath with attached garage</i>  <b>Valuation of Construction: \$404,106</b> <b>Gross Square Feet: 2,943</b>				
	Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach
	1st \$100,000 is \$588.50	1st \$100,000 is \$625.00	1st \$100,000 is \$480.00	1st \$100,000 is \$460.00
	next \$1,000 is \$2.70 per \$1000	\$100,001 to \$500,000 is \$3.00 per \$1000 or part there of	\$100,001 to \$500,000 is \$3.00 per \$1000	plus \$3.00 per \$1000 up to \$500,000
	plus \$35 to issue	plus \$37 to issue	\$55 to issue	\$40 to issue
Issuing fee	\$35.00	\$37.00	\$55.00	\$40
Building fee	\$1,247.50	\$1,537.33	\$1,447.33	\$1,372.33
Plan review	\$641.25	\$787.17	\$723.67	\$686.17
<b>Total due</b>	<b>\$1,923.75</b>	<b>\$2,361.50</b>	<b>\$2,226.00</b>	<b>\$2,098.50</b>

<b>Electrical</b> <i>service of 200 amp, 1ph, 3 wire 240/120 volt, and temporary pole</i>  <b>Job cost: \$10,000</b>				
	Neptune Beach	Neptune Beach (proposed)	Atlantic Beach	Jacksonville Beach
Issuing fee	\$35.00	\$37.00	\$55.00	\$40.00
New service	\$55.00	\$58.00	\$70.00	\$50.00
Temp. pole	\$22.00	\$23.00	\$35.00	\$40.00
<b>Total due</b>	<b>\$112.00</b>	<b>\$118.00</b>	<b>\$160.00</b>	<b>\$130.00</b>

<b>Plumbing</b>			
<b>23 Total Fixtures</b>			
<i>(2 tubs, 1 dishwasher, 2 hosebibs, 1 water heater, 1 kitchen sink, 4 lavatories, 3 showers, 1 washing machine, 3 water closets, 1 sewer connection, 1 disposal, 1 water connection, 1 drain and 1 icemaker)</i>			
<b>Job cost: \$9000</b>			

	Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach
	\$10 per plumbing fixtures	\$11 per plumbing fixtures	\$7 per plumbing fixtures	\$5.00 per plumbing fixtures
Issuing fee	\$35.00	\$37.00	\$55.00	\$40.00
Permit fee	\$230.00	\$253.00	\$161.00	\$115.00
<b>Total due</b>	<b>\$265.00</b>	<b>\$290.00</b>	<b>\$216.00</b>	<b>\$155.00</b>

<b>Mechanical</b>			
<i>4 ton air conditioning unit, heat under 200,000 btu and 1600cfm duct work</i>			
<b>Job cost: \$10,000</b>			

	Neptune Beach	Neptune Beach (Proposed)	Atlantic Beach	Jacksonville Beach
	\$11 per ton for a/c	\$12 per ton for a/c	\$8 per ton for a/c	\$4 per ton for a/c
	\$22 for heat up to 200,000	\$23 for heat up to 200,000	\$20 for heat up to 200,000	\$8 for heat up to 200,000
	\$16.50 duct work up to 2000cfm	\$18 duct work up to 2000cfm	\$20 for duct work up to 2000cfm	\$8 for duct work up to 2000cfm
Issuing fee	\$35.00	\$37.00	\$55.00	\$40.00
A/C fee	\$44.00	\$48.00	\$32.00	\$10.00
Heat	\$22.00	\$23.00	\$23.00	\$10.00
Duct work	\$16.50	\$18.00	\$20.00	\$15.00
<b>Total due</b>	<b>\$117.50</b>	<b>\$126.00</b>	<b>\$130.00</b>	<b>\$75.00</b>

<b>Zoning Review Fee</b>				
	Neptune Beach Current	Neptune Beach Proposed	Atlantic Beach	Jacksonville Beach
<b>Total due</b>	<b>\$0.00</b>	<b>\$614.93</b>	<b>\$100.00</b>	<b>\$343.08</b>

**TOTALS ALL PERMITS**

	<b>Neptune Beach</b>	<b>Neptune Beach (Proposed)</b>	<b>Atlantic Beach</b>	<b>Jacksonville Beach</b>
<b>Building Permit</b>	<b>\$1,923.75</b>	<b>\$2,361.50</b>	<b>\$2,226.00</b>	<b>\$2,098.50</b>
<b>Electrical</b>	<b>\$112.00</b>	<b>\$118.00</b>	<b>\$160.00</b>	<b>\$130.00</b>
<b>Plumbing</b>	<b>\$265.00</b>	<b>\$290.00</b>	<b>\$216.00</b>	<b>\$155.00</b>
<b>Mechanical</b>	<b>\$117.50</b>	<b>\$126.00</b>	<b>\$130.00</b>	<b>\$75.00</b>
<b>Zoning Review Fee</b>	<b>\$0.00</b>	<b>\$614.93</b>	<b>\$100.00</b>	<b>\$343.08</b>
<b><i>TOTAL DUE</i></b>	<b><i>\$2,418.25</i></b>	<b><i>\$2,895.50</i></b>	<b><i>\$2,732.00</i></b>	<b><i>\$2,458.50</i></b>



**RESOLUTION NO. 2022-07**

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA,  
ADOPTING A SCHEDULE OF FEES TO BE INSTITUTED FOR  
VARIOUS CITY SERVICES; PROVIDING FOR SERVERABILITY  
AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Neptune Beach desires to adopt a schedule of fees for various city services;

**WHEREAS**, the City of Neptune Beach has determined that the best interests of citizens of Neptune Beach are served by requiring the users of City services to be primarily responsible for paying the costs of such services.

**WHEREAS**, the City Council hereby finds and determines that the amount for various fees, set in **EXHIBT A** are reasonable charges;

**THEREFORE, BE IT RESOLVED**, by the City of Neptune Beach City Council as follows:

Section 1. The City Council has reviewed the attached schedule of fees and does hereby find that the fees established herein are necessary and should be adjusted from time to time by the City of Neptune Beach to reflect the intent that such fees recover a substantial portion of the associated costs incurred in providing the services.

Section 2. This resolution shall become effective on the 17th day of October, 2022 and supersedes all fees outlined in the Code of Ordinances.

Done and adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 17th day of October, 2022.

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICENCY:

\_\_\_\_\_  
City of Neptune Beach Attorney

**EXHIBIT A**

**CITY MANAGER'S OFFICE**

FEE TYPE	FEE			
<p><b><u>Neptune House Rental</u></b>  <i>(Food Trucks will also require a Special Event Permit)</i></p>	<b><u>Renter</u></b>	<b><u>Time/Day</u></b>	<b><u>Price</u></b>	<b><u>Deposit</u></b>
	<u>Resident</u>	Monday – Thursday 8AM to 10PM	\$35/hr. – w/o Alcohol (+ tax)  \$90/hr. – w/Alcohol (+ tax) *	\$150 (w/o Alcohol)  \$200 (w/Alcohol)
		Friday (after 5PM), Saturday & Sunday	\$75/hr. – w/o Alcohol (+ tax)  \$130/hr. – w/Alcohol (+ tax) *	\$250 (w/o alcohol)  \$300 (w/ alcohol)
	<u>Non-Resident</u>	Monday – Thursday 8AM to 10PM	\$75/hr. – w/o Alcohol (+ tax)  \$130/hr. – w/Alcohol (+ tax) *	\$400 (w/o alcohol)  \$800 (w/ alcohol)
		Friday (after 5PM), Saturday & Sunday	\$150/hr. – w/o Alcohol (+ tax)  \$205/hr. – w/Alcohol (+ tax) *	\$500 (w/o alcohol)  \$1,000 (w/ alcohol)
	<u>Non-Profit</u>	Any	\$0**	\$200
Special Event Permits	<p>Events not requiring Police - \$100</p> <p>Events Requiring Police - \$300 (plus \$55/hr. min. 4-hours an officer is required)</p>			

\* Fee includes hourly rate for police officers

\*\* Hourly Rate of Officers may be required for events with alcohol

\*\*\*Hourly Rate of Officers may be increased for events held on holidays.

**CITY CLERK OFFICE**

<b>FEE TYPE</b>	<b>FEE</b>
Complex Public Records Requests *	<p>Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).</p> <p>Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).</p> <p><i>*Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the City Clerk's discretion.</i></p>

**COMMUNITY DEVELOPMENT DEPARTMENT**

***BUILDING DIVISION***

<b>FEE TYPE</b>	<b>FEE</b>
Fence Permit	\$37.00
Demolition Permit	\$115.00
Pool Permit (building permit only)	\$37 + cost of construction
Change of Tenant Fee	\$50.00
Private Provider (Building Inspection & Plan Review, excluding zoning and fire plan review).	30% reduction
Permit Issuance	\$37.00 (plus cost of construction fee)

***Cost of Construction/Building Permits***

\$0-100	\$12.00
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\$100.01 – 1,000.00	\$30.00
\$1,000.01 – 2,000.00	\$41.00
\$2,000.00 – 3,000.00	\$58.00
\$3,000.01 – 4,000.00	\$64.00
\$4,000.01 – 5,000.00	\$70.00
\$5,000.01 – 6,000.00	\$76.00
\$6,000.01 – 7,000.00	\$82.00
\$7,000.01 – 8,000.00	\$88.00
\$8,000.01 – 9,000.00	\$93.00
\$9,000.01 – 10,000.00	\$100.00
\$10,000.01 - \$100,000.00	\$100 for the first \$10,000 (plus \$6 for each additional \$1,000 or part thereof up to \$100,000.00)
\$100,000.01 - \$500,000.00	\$625 for the first \$100,000 (plus \$3 for each additional \$1,000.00 or part thereof up to \$500,000)
\$500,000.01 and up	\$1,793 for the first \$500,000 (plus 1.50 each additional \$1,000 thereafter)
Reinspection Fee	1 <sup>st</sup> reinspection - \$25 2 <sup>nd</sup> reinspection - \$75 3 <sup>rd</sup> reinspection – two (2) times permit fee
<b><i>Electrical</i></b>	
Permit Issuance	\$37.00 (plus any other costs associated with electrical work)



Temp Service Pole	\$23.00
Air Condition Circuits	40 to 100 amps – \$29.00 Under 40 amps, including window units, min - \$18.00
New Family Dwelling	Not exceeding 100 amps –\$47.00 Not exceeding 200 amps – \$58.00 Each additional 100 amp or part there of - \$12.00  Remodeling or additions to residential dwellings (excluding service) - \$29.00 Plus, for every \$1,000 of value or fractional part thereof – \$12 ( <i>Continued</i> )  **Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment
New Commercial Building Electrical Permit Issuance (excluding service)	\$58 (plus \$15 for each additional 100 amps beyond 200amps)
New Commercial Service	Not exceeding 100 amp service - \$80.00 Not exceeding 200 amp service - \$100.00 Plus for each additional 100 amps - \$20.00  Remodeling or additions to existing commercial buildings electrically (excluding service) - \$60.00
Residential Pools (electric only)	\$35.00
Commercial Pools (electric only)	\$70.00
Commercial Lighting	Commercial light, switch and receptacles: 1 to 50 - \$30.00 Over 50, each - \$4.00
Signs	Not exceeding 96 sf - \$58/ea Over 96sf - \$117/ea Illumination of any sign in any manner, floodlights, border lights, etc., each - \$60.00 1 transformer - \$30.00 Additional transformer, each - \$12.00

Generators	<p>½ horsepower or less w/ 500 volts or less – \$12.00/ea</p> <p>Over ½ horsepower and not over 5 horsepower, w/ less than 500 volts – \$30.00/ea</p> <p>Over 5 horsepower, 500 volts or less - \$47.00/ea</p> <p>High potential over 550 volts and less than 3,500 volts - \$70.00/ea</p>
Electric Car Chargers	<p>110/120 volts - \$15.00</p> <p>240 volts - \$30.00</p> <p>480 + volts - \$90.00</p>
Additional inspections/reinspection	<p>1<sup>st</sup> reinspection - \$25</p> <p>2<sup>nd</sup> reinspection - \$75</p> <p>3<sup>rd</sup> reinspection – two (2) times permit fee</p>
<b><i>Minor Electrical Repair Residential</i></b>	
Receptacles	0-100 amps - \$1.00/ea
Switches	<p>Up to 30 amps - \$1.00/ea</p> <p>Over 30 amps - \$6.00/ea</p>
Repair Permit	\$12.00
<b><i>Plumbing</i></b>	
Fire Sprinkler Systems	<p>First 40 heads or fractional part thereof – \$58.00</p> <p>Each additional 10 heads or fraction over 40 - \$12/ea</p>
Fire Standpipes	\$12/ea
Solar Hot Water Heater	\$35/ea
Solar Heating/Cooling Equipment	\$35/ea

Solar Photovoltaic Systems	\$23/ea array \$12/ea module \$23/ea Power conditioning Unit \$12/ea Transformer
Cap Sewers and Supply lines for DEMO	\$35/ea cap
Septic Tank or Drain Field	\$35.00
Wells	\$23/ea
Pumps	\$12/ea
Permit Issuance Fee	\$37.00
Rough-in and setting fixtures	\$11/ea fixture
Replacement Piping	\$37.00
<b><i>Mechanical</i></b>	
Permit Issuance	\$37.00
A/C units/ ea dwelling, apartment or business	1-10 tons - \$12.00 10.01-25 tons - \$7.00 Each ton over 25 tons - \$6/ea ton
Furnaces	1-200,000 BTU – \$23.00 Each 50,000 BTU over 200,000 – \$12/ea Burner - \$9/ea
Air Duct Systems	1-2,000cu/min – \$18.00 Each 1,000cu/min over 2,000cu – 10,000cu/min – \$7/ea Each additional 1,000cu/min - \$5/ea
Commercial Hoods/Fans	\$41.00

Boilers	First 500,000BTU - \$35.00 Each 100,000 after - \$12.00
Fireplace	\$35.00
Alteration or Repair for Boilers	\$35.00
Tanks (Gas/LP)	0-600 gallons – \$16.00 601-1,000 gallons - \$23.00 Each 1,000 gallons after - \$4.00
Service Station Automobile Lift	\$18.00
Elevator/Escalator/Man Lift	\$23.00
Solar A/C Collector System	\$23.00
All Mech permits not listed above	\$8/ea \$1,000 of valuation of project cost
Minimum Fee	\$44.00
Additional Inspections/reinspection	1 <sup>st</sup> reinspection - \$25 2 <sup>nd</sup> reinspection - \$75 3 <sup>rd</sup> reinspection – two (2) times permit fee
<b><i>Miscellaneous</i></b>	
Garage Sales	\$5.00
Peddling/Soliciting	\$50.00
<b><i>PLANNING DIVISION</i></b>	
<b>FEE TYPE</b>	<b>FEE</b>

Comprehensive Plan Text Amendment	\$1,500.00
Comprehensive Plan Map Amendment (Small Amendment less than 10 acres)	\$2,000.00
Comprehensive Plan Map Amendment (Large Amendment greater than 10 acres)	\$2,500.00
Land Development Code (Text Amendment)	\$1,000.00
Zoning Map Amendment	\$1,000.00
Appeals (Review of administrative decisions)	\$800.00
Pre-Application Plans Review	\$100.00
Development Order Review	Residential Developments (not including SFD) - \$200/ unit (plus cost of any outside review or other departmental reviews)  Commercial Development - \$3.00/ 20 sf of property  PUD - \$2,000 (plus Commercial Development Order Review and Subdivision Plan Review)
Development Order Extension (also applies to Variances and other board approved processes)	\$50.00
Subdivision Plan Review	\$1,000.00 (plus \$100/lot being created)
Replat Plan Review	\$400.00
Deviation Plan Review	\$500.00 (Not required for deviations out of applicant control)
Concurrency Certificate	\$75.00
Planning Review Fees (Building Permits)	40% of total building permit fee or a minimum of \$50.00

Tree Removal Permit (Fees to be placed in mitigation fund)	\$125.00 per caliper inch of tree removed \$400.00 Heritage Tree Removal
Special Exception	\$400.00 residentially zoned property \$800.00 commercially zoned property
Variance	\$500.00 residentially zoned property \$1,000.00 commercially zoned property
Abandonments/Vacations/Easements	\$1,000.00
Large copies (maps, site plans, etc.)	\$20.00 per page
Dog Friendly Dining Review	\$75.00
Zoning verification letter	\$75.00
FDEP Letter	\$75.00
Alcohol License Review	\$50.00
Art Project Review	\$300.00
<b><i>FIRE &amp; FLOODPLAIN DIVISION</i></b>	
<b>FEE TYPE</b>	<b>FEE</b>
Building Plan Review	40% of project valuation
Floodplain Review	40% of project valuation
Floodplain Letter	\$75.00
Request FEMA Floodplain Change	25% of Fee established by FEMA Flood Map Related Fee Schedule

New Construction Plan Review	45% of building permit fee
Resubmittals of New Construction Plan Review	\$75/ea
Plan review of fire sprinkler system (up to 50 heads)	\$75.00 \$1.00 for each additional head over 50
Plan review of fire standpipe or fire pumps	\$75.00
Plan review of fire alarm up to 10 devices (including fire alarm control panel)	\$75.00 \$1.25 per device over 10 devices
Plan review of fire suppression systems	\$75/system
Plan review of emergency generator systems	\$75/system
Plan review of grease hoods and light test	\$75/system
Plan review of private fire mains & hydrants with visual & flushing	\$125.00
Plan review of new above ground & underground tanks	\$125.00
Plan review of removal for fuel tank	\$25/tank
Plan review of paint booth & fire suppression system	\$25/system
Plan review & inspection for Med-Gas/ Med-Gas Storage <i>or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision</i>	\$65.00
Special Event Review	\$100.00/tent or food truck

Any other permit required by the FFPC not listed above	\$50.00
Resubmittal Review Fees	1 <sup>st</sup> resubmittal – no charge 2 <sup>nd</sup> resubmittal - \$100.00 3 <sup>rd</sup> resubmittal – four (4) times original permit fee
New Business Tax Receipt	\$50.00 (home office licenses are exempt)
Annual Inspections for Commercial properties (attached to Business Tax Receipts)	No Occupancy used for address ... \$0.0  Desk within Occupancy/ Beauty Salon Chair... \$10.00  Beauty Salon Booth (With Key) ... \$15.00  0 – 100sf ... \$20.00 101 – 500sf ... \$25.00 501- 750sf ... \$ 50.00 751 – 1,000 ... \$ 60.00 1001 – 1,250 ... \$70.00 1251 – 1,500sf...\$80.00 1,501 – 3,000sf...\$122.00 3,0001 – 6,000sf...\$160.00 6,001 – 12,000sf...\$239.00 12,001sf and over...\$400.00
Re-Inspection Fees	1 <sup>st</sup> reinspection - \$50.00 Each additional reinspection - \$100.00
<b><u>PUBLIC WORKS DEPARTMENT</u></b>	
<b>FEE TYPE</b>	<b>FEE</b>
Residential Right-of-Way Permit	\$100.00 (driveway aprons only)



Tree Removal, Placement, or Adoptions Right-of-Way Use Permits	\$50.00
Commercial Right-of-Way Permit	\$500.00
Trenchless Utility Right-of-Way Permit excluding fee exempt (based on avg 350 feet per permit)	\$150 for first 500 ft (plus \$10 each 100 feet)
Open Cut Utility Right-of-Way Permit excluding fee exempt (based on average 550 feet per permit)	\$300 for first 1,000 ft (plus \$20 for each additional 500 feet)
Water Meter Connection	<p>¾” Tap...\$1,211.00</p> <p>1” Tap...\$2,022.00</p> <p>1 ½” Tap...\$4,031.00</p> <p>2” Tap...\$6,453.00</p> <p>3” Tap...\$12,107.00</p> <p>6” Tap...\$40,352.00</p> <p>8” Tap...\$65,565.00</p>
Sewer Meter Connection	<p>¾” Tap...\$4,301.00</p> <p>1” Tap...\$7,183.00</p> <p>1 ½” Tap...\$14,323.00</p> <p>2” Tap...\$22,925.00</p> <p>3” Tap...\$43,011.00</p> <p>6” Tap...\$143,356.00</p> <p>8” Tap...\$229,378.00</p>
Deposit Charge for Service	\$160.00
Set-Up Service Charge	\$27.00

New Connection Surcharges	\$66.00
Construction Water Service	\$43.00
Reconnection Fee for Accounts in arrears	\$100.00
Initial Backflow Inspection	\$35.00
Initial Grease Trap Inspection	\$35.00
Annual Backflow Inspection	\$50.00
Annual Grease Trap Inspection	\$50.00
Initial Erosion Control Inspection	\$25.00
Intermediate Erosion Control Inspection	\$25.00
Final Erosion Control Inspection	\$25.00
Reinspection Fee	<p>1<sup>st</sup> reinspection - \$50.00  2<sup>nd</sup> reinspection - \$75.00  3<sup>rd</sup> reinspection - \$150.00</p> <p>Failure to comply by 3<sup>rd</sup> inspection results in a notice of violation and hearing before the Magistrate.</p>
Stormwater Management Utility Fee	<p>Residential - \$20.00  Commercial - \$29.00</p>

**FINANCE DEPARTMENT**

<b>FEE TYPE</b>	<b>FEE</b>
Business Tax Receipts	All Professional, Retail, and Service Establishments 0 – 1,500sf...\$80.00
	1,501 – 3,000sf...\$122.00
	3,0001 – 6,000sf...\$160.00
	6,001 – 12,000sf...\$239.00
	12,001sf and over...\$400.00
	Home Occupation...\$70.00
	Food Trucks...\$100.00
	Insurance Companies...\$150.00
	Vending Machines...\$5.00
Home-based Day Care...\$50.00 (fee is exempt from increase FL Statute)	

**POLICE DEPARTMENT**

<b>FEE TYPE</b>	<b>FEE</b>
Incident/Crash/Research Copies	\$0.15/page
Fingerprints (Neptune Beach residents)	\$5.00/card
Complex Personnel/Records Request*	<p>Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD).</p> <p>Paper copies of records \$0.15 per page + \$0.05 for double-sided copy for documents over 2 pages (\$0.20 per sheet).</p> <p><i>*Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the Records Division's discretion.</i></p>

**CITY OF NEPTUNE BEACH  
DEPARTMENTAL SCORE CARD  
(REVISED 10/11/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>CITY MANAGER'S OFFICE</b>					
Special Event Policy Update	Working on Framework	N/A	2/15/2021	12/31/2021	In progress
Comprehensive Emergency Management Plan Review	The MCEMP went through an exhaustive update last year 5/25/2021 Emergency Management Meeting with Staff; NBPD updating.	N/A	3/10/2021	1/30/2022	In Progress
Various Personnel Policy Updates	Draft back from consultants and with department heads for review and revision due 11/23/2021.	N/A	3/5/2021	1/30/2022	In progress
FOP Contract Negotiations			7/1/2021	TBD	
CFO Search	Begins 8/12/2021--estimated completion 9/30/2021		8/11/2021	12/30/2021	
Budget Planning	First hearing on 9/8/2021, second hearing on 9/20/2021		5/20/2021	9/27/2021	Complete
Beach Recycling, Container Improvements and Educational Signs at Beach Accesses			In progress		
Waste Pro Liquidated Damages	Liquidated damages calculated monthly for missed residential collections; Waste Pro fined \$500 for the month of September 2022.	N/A	N/A	N/A	On-going
<b>FINANCE DEPARTMENT</b>					
Tyler Technologies Financial Software Replacement	Creating a new timeline for tyler Implementation		6/28/2022	Ongoing	
Fiscal Year 2021 Audit	Complete FY2020 Audit Entries and book FY 2020 Adjusting Entries. Reconciling Cas and Variance Analysis		Ongoing	In progress	
Banking Combination	Reducing the amount of banks and accounts for City		2020	Last Stage	
New Banking Services	Receiving Credit Card Terminals		3/1/2021	In progress	
2023 Budget Worksheet	Completed		9/29/2022	In progress	
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
Building Department Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Code Enforcement Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Commercial Fire Inspection Activity (see CM report for Month)	Updated Monthly in the City Manager's Report	N/A	ongoing	In Progress	Ongoing
Community Development Board Meeting	Meeting scheduled for Oct 12th. There are 2 variance requests and 1 board determination for interpretation of the LDC.	N/A	ongoing	10/5/2022	Monthly

**CITY OF NEPTUNE BEACH  
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(REVISED 10/11/2022)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PLANNING AND COMMUNITY DEVELOPMENT</b>					
CRA: Finding of Necessity Research Data Collection and Analysis	Staff has placed this on hold pending the LDC adoption	N/A	N/A	Completed	TBD
CRA: Networking and Outreach	On hold	N/A	N/A	11/10/2021	TBD
CRA: Submit Finding of Necessity to DEO and Taxing Authorities	On hold	N/A	N/A	11/10/2021	TBD
CRA: Board Meeting	On hold	N/A	N/A	11/10/2021	TBD
CRA: Creation of the CRA Plan and Establishing a CRA Trust Fund	On hold	N/A	N/A	11/10/2021	TBD
Creation of GIS Maps for City	Firemarshal has created base layers and begun creating shapefiles for city infrastructure, parcels, and other relevant data.	N/A	8/1/2022	10/5/2022	TBD
Impact Fees	Staff is working with Terrell Arline to establish impact fees for new development in the City.	Mr. Arline is preparing a impact fee analysis on his own volition for the city to use as a basis.	8/1/2022	8/8/2022	TBD
Fee Resolution	Staff presented the fee resolution at the October 3rd City Council meeting for discussion. Councilor Messinger requested the breakdown of revenue account for each fee.	N/A	3/9/2022	10/5/2022	TBD
<b>GRANTS &amp; RESILIENCY</b>					
Jarboe Park Phase 1 - Tennis, Pickleball Courts & Volleyball Courts - Opening	Additional Landscaping - Grading and spreading of grass seed completed, interim parking area to be expanded with fencing for volleyball court		1/1/2021	10/11/2022	In progress
Jarboe Park Phase 1 - Tree Planting	Landscaping Contractor responding to comments from COJ Arborist, Contractor is now regularly watering, trees to be reset after storm		1/1/2021	10/11/2022	In progress
Jarboe Park- Additional Shade Structures	1st quote for additional shade received week of 5/2/2022, shades taken down for storm, Public Works has ordered tool needed for re-installation		5/1/2022	10/11/2022	In progress
Resiliency Lab at Jarboe Park - StormSensor Expansion	City Council approved 5/2/2022, Sensors installed 5/9 to 5/20/2022 with follow-up work on week of 6/20/2022, Demo at City Hall on 6/30/22, Presentation scheduled for Environmental Symposium and October City Council Workshop		5/1/2022	10/11/2022	In progress
Community Resilience Planning Grant	\$100,000 grant announced on 5/3/2022, initial grant documents received 5/9/2022, University of Florida drafting scope, Expansion Grant application submitted 9/1/2022	\$100,000 (Reimbursable Grant)	5/3/2022	10/11/2022	In progress
COJ Penman Road Complete Streets Project Study	Community Meeting on 12/15/202, design phase to begin 1/1/2023, staff level Stakeholder meeting held end of August, next community meeting will be scheduled by end of year		10/1/2021	10/11/2022	In progress
FDOT Atlantic Blvd and Third St Intersection Improvements and Bay Street Pedestrian Hybrid Beacon and Crosswalk	Construction started on 1/3/2022 - schedule delayed because new drainage structure had to be added to the project for Jax Beach Beacon, Completion anticipated by end of year		7/1/2021	10/11/2022	In progress

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
Motorola P1 Computer Aided Dispatch (CAD) Project	Provisioning nearing completion, train-the-trainer to start October 22	\$35,000	7/12/2019	Active	In progress
2020-JAGC-DUVA-7-5R-172 (Tech. / Wellness Project)	Project Completed, Pending Financial Closeout	\$57,002 (+/-)	7/1/2021	Pending Close-out	In progress
2021-JAGC-DUVA-4-3B-127 (Ammo)	Project Completed, & Financial Closeout	\$52,858 (+/-)	1/1/2021	Pending Close-out	In progress
Firehouse Public Safety Grants	Vehicle Received - Pending Upfitting	\$20,852 (+/-)	4/7/2022	Active	In progress
DUI Unit Body Worn Camera (BWC) & In-Car Camera Project	Deployment Pending User Licenses	\$7,748	7/13/1905	Active	In progress
Patrol Rifle Refresh	Phase 3 Pending new FY23 Budget	\$5,000.00	7/13/1905	Active	Pending
Narcan Initiative	Received 50 doses from HIDTA. Pending Training & Deployment	\$0	6/8/2022	Active	In progress
Special Needs Resident Identification	Form & SOP Completed, Distributed via Online Vehicles	\$0	9/6/2022	Completed	9/27/2022
<b>PUBLIC WORKS DEPARTMENT</b>					
Florida Blvd. Culvert Replacement Project	Project Close-out: - Contractor substantially completed - Punchlist items - permit close-outs - project completion documentation	Original Contract Price: \$921,754.49 Change Orders: \$24,581.70 Contract Price incorporating Change Orders: \$946,336.19	August 10, 2021	June 01, 2022	On-going
WTP Emergency Response Plan	Complete	Consulting Fee: \$41,964.00	November 17, 2021	January 31, 2022	Completed
CUP Renewal and well relocation design	Professional Services: -The Supplemental Agreement with the Consultant was approved during the January 3, 2022 Council meeting - Kick-off meeting with the Consultant on 1/14/2022. - Consultant submitted the CUP renewal permit application to the SJRWMD on 6/10/2022. - Consultant working on preparing for RAI response to the SJRWMD.	Consulting Fee: \$421,000	January 07, 2022	July 30, 2023	On-Going
Phase I WWTF improvements to address the Consent Order	- Kick-off meeting with the City's Consultant held on January 10, 2022 - Consultant coordinating with FDEP on consent order modifications. - Consultant analyzed existing data, BioWIN modeling, and preliminary sizing calculations for plant 2 modifications. - SJRWMD cost share grant agreement upto \$437,500 approved during 10/3/2022 Council meeting and returned to SJRWMD - 30% design review meeting conducted on 10/6/2022	Consulting Fee: \$412,096.43	December 09, 2021	July 30, 2023	On-Going

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>PUBLIC WORKS DEPARTMENT</b>					
Stormwater strategic planning	<ul style="list-style-type: none"> <li>- Kick-off meeting held on December 21, 2021</li> <li>- Coordinated the public engagement meeting</li> <li>- Prepared public notice and coordinating advertisement of public meeting</li> <li>- Held Public Outreach meeting on March 30, 2022 from 5 pm to 7 pm to collect public input as a stakeholder in the planning process.</li> <li>- The Consultant developed two concept plans for the 400 block South Street drainage concerns.</li> <li>- The Consultant is working on a draft Construction Management at Risk (CMAR) solicitation document.</li> <li>- The Consultant prepared the draft stormwater strategic plan technical memorandum.</li> <li>- The draft stormwater strategic plan was presented the Transportation &amp; Infrastructure Planning Committee on 9/9/2022</li> </ul>	Consulting Fees: \$252,817	December 09, 2021	September 30, 2022	On-Going
MS4 compliance and annual report	<ul style="list-style-type: none"> <li>-The Supplemental Agreement for the consulting services was approved during the January 3, 2022 Council meeting.</li> <li>- Submitted the completed MS4 annual report to the FDEP on 3/28/2022.</li> <li>- On 4/12/2022 the FDEP responded that the City's MS4 annual report is administratively complete.</li> </ul>	Consulting Fees: \$19,000	January 07, 2022	September 30, 2022	Complete
Emergency gravity sewer main repairs on Forest Ave.	Complete	Purchase Authorizations Amount: \$380,766.96	January 04, 2022	TBD	Complete
SB 64 planning	<ul style="list-style-type: none"> <li>- Working with Consultant along with the COJB and COAB to set up a joint meeting to discuss scoping sometime in the middle of January 2022.</li> <li>- January 5, 2022 FDEP notified Public Works that we 84 days to submit an approvable cover letter and plan.</li> <li>- Beaches coordination meeting on 1/20/2022.</li> <li>- Submite RAI response to the FDEP on 3/29/2022.</li> <li>- On 3/29/2022 FDEP responed they will let us know if they have any more questions, but think it should be good.</li> <li>- Consultant coordinating with other the beach communities for contracting and awaiting the other beach communities.</li> <li>- Discussed reaching out to JEA to request a meeting to explore what options that may have for consideration.</li> </ul>	Consultant Fees: TDB	TBD	March 30, 2022	Ongoing
Pavement assessment program (Roadbotics)	<ul style="list-style-type: none"> <li>- Mobility Management is assisting Public Works</li> <li>- The City sent Roadbotics a GIS file of the road line work</li> <li>- Driving roads within the City is complete.</li> <li>- Roadbotics to complete their assesment.</li> <li>- Roadbotic assesment presented the Trasportation &amp; Infrastructure Planning Comittee on 10/12/2022</li> </ul>	Software as Service Cost: \$4,000/yr	October 08, 2021	September 30, 2022	On-going
City Signage Inventory (AgileMapper)	<ul style="list-style-type: none"> <li>- Planning to start the City signage inventory after the pavement assessment is completed</li> </ul>	Software as Service Cost: \$5,000/yr	October 14, 2021	September 30, 2022	Planned

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<b>PUBLIC WORKS DEPARTMENT</b>					
Water Tower Repairs and Maintenance	<ul style="list-style-type: none"> <li>- Coordination meeting with Utility Services/Suez on February 2, 2022.</li> <li>- Utility Services/Suez action items include: planning the phasing of the work to minimize road closures, use the limited space available near the water tower and R-O-W across the street including the park at the 5-way intersection, preparing site plan, MOT plan, and advertisement that can be used for permitting and community engagement.</li> <li>- Utility Services/Suez inspected the water tower and performed a wash-out of the interior on 2/24/2022.</li> <li>- Utility Services/Suez coordinating with staff on the project.</li> <li>- Staff coordinated with Beaches Energy to temporarily remove light poles that would be in the way of Utility Services/Suez scope of work.</li> <li>- Staff coordinated to remove a tree that would be in the way of Utility Services/Suez scope of work.</li> <li>- Coordinating third party agreements between the carriers, Utility Services, and City to complete the work.</li> <li>- Utility services is coordinating needed supplies for the work</li> <li>- Coordinating R-O-W permitting</li> <li>- Coordinating agreements with carriers</li> </ul>	TBD	TBD	TBD	Planned
<b>SENIOR ACTIVITY CENTER</b>					
CDBG Contract 2022-2023	Grant Submitted January 2022	Requesting \$44,895	10/1/2022	APPROVED FOR \$48,000	9/30/2023
Planning/discussions with Marquis Latimer & Halback, Inc engineering/landscaping/ porch design/build estimates	July 2021-present	\$35,000	7/1/2021	on-going	9/30/2022
Building porch, parking lot, storm water runoff, landscaping	Permit from SJWMD received 9/6/22	Est. \$221000	TBD	IN PROCESS	12/1/2022
Procurement of equipment/supplies/furniture	ongoing	TBD	9/1/2021	IN PROCESS	10/30/2022
Install internet & phone lines	Comcast/Other carriers	TBD	12/1/2022	NA	On going
AB Mayor's Grant Application	in process	NA	8/1/2022	Approval anticipated October 2022	\$2500 request
Day Trip/Cultural & Social Experience	Van Gogh Exhibit, charter transportation, lunch	NA	11/5/2022-9:30a-3:30p	planned/moving forward	Saturday, November 05, 2022
Day Trip/Cultural & Social Experience	Jesus Christ Superstar-TU Center for Performing Arts	NA	8/1/2022, 5pm-11pm	party/charter transportation	Wednesday, March 22, 2023
Travel Club Presentation with Collette in Neptune House	Presenting Islands of NE, National Parks Tour, Northern Italy	NA	2023	planning	Tuesday, Oct. 18, 4p-6p
Travel Club Opportunities	Planning with Premier World Discovery & Overseas Adventure Travel	Fundraising	2023	planning	Opportunities thru 2023
Domestic Violence Awareness Project	Month of October with JBWC	Community Awareness			Month of October 2022
Meeting with COJ-Neighborhood & Community Development	CDBG Year End Audit	NA	10/1/2021	Annual event	Month of October 2022



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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>MOBILITY MANAGEMENT</b>					
Use Roadbotics assessment software to record data for all streets in City limits.	Project completed.	Project budgeted by Public Works Department.	12/6/2021	10/11/2022	Completed 9/15/2022
North Beaches Parking Program Strategic Plan	Project is in the drafting and research stage.	None	2/2/2022	10/11/2022	Goal completion date TBD
Neptune Beach resident parking program setup per Resolution 2022-05	Resident validations are up to date and working properly at City meters. Experiencing problems with the validation via mobile app; troubleshooting with Flowbird daily.	\$1,500.00	5/10/2022	10/11/2022	Programming and resident validation list up to date through 10/11/2022. Troubleshooting app issues to be corrected ASAP.
City Hall Roof Replacement Project	Supplemental Agreement #2 approved by Council on 8/1/22. Working with Ardurra to complete bid package for ITB process. Bid package is 90% complete; Ardurra is coordinating with solar company to finish.	\$30,761.36 approved for professional engineering and consulting services. Job cost of roof replacement TBD.	6/21/2022	10/11/2022	Awaiting estimated completion date of bid package.
<b>INFORMATION TECHNOLOGY</b>					
Tyler Technologies ERP	Working on collecting the required information from all affected departments, having current future state analysis meetings with Tyler and the department heads.	N/A	10/5/2021	10/5/2022	In Progress
Tyler Technologies Incode Financial Implementation	We have been working on the Tyler Incode 10 test environment.	N/A	10/5/2021	10/5/2022	In Progress
Working on the server upgrades project	Working on the server migration.	N/A	10/5/2021	10/5/2022	In progress
Computer upgrades	in progress	N/A	10/5/2021	10/5/2022	In progress
Tyler MyCivic Services App implementation	in progress	N/A	6/10/2022	10/5/2022	in progress
Phone setups and distribution	In Progress	N/A	4/1/2022	10/5/2022	in progress
Tyler financial implementation	In Progress	N/A	6/10/2022	10/5/2022	in progress
Submitted by the City Manager on October 17, 2022					

Building Activity October 1, 2021 to September 30, 2022						
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Tree Removal Permits	Valuation of Work Done
Oct-21	109	89	124	\$21,333.09	7	\$1,861,931
Nov-21	99	52	163	\$16,924.29	7	\$1,621,863
Dec-21	96	72	163	\$25,615.88	4	\$5,433,562
Jan-22	124	80	193	\$29,540.85	4	\$3,222,706
Feb-22	110	74	171	\$16,820.09	7	\$1,206,004
Mar-22	114	87	198	\$21,505.98	6	\$6,447,016
Apr-22	145	136	185	\$67,275.67	15	\$7,068,935
May-22	97	61	171	\$20,252.47	13	\$1,864,322
Jun-22	141	101	208	\$29,032.43	9	\$2,857,378
Jul-22	97	78	183	\$16,040.07	6	\$2,105,091
Aug-22	118	50	234	\$85,497.15	6	\$1,849,639
Sep-22	85	62	200	\$23,242.72	2	\$1,544,433
<b>Totals</b>	1335	942	2193	\$373,080.69	86	\$37,082,880

50 public records request for permit history processed  
25 public records request for permit history processed  
34 public records request for permit history processed  
63 public records request for permit history processed  
25 public records request for permit history processed  
18 public records request for permit history processed

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	148	95	199	\$19,042.59	10	\$2,598,077
Apr-21	121	66	181	\$16,500.07	6	\$1,276,435
May-21	136	72	200	\$21,496.35	15	\$2,097,499
Jun-21	115	87	116	\$18,324.92	10	\$1,425,360
Jul-21	79	59	133	\$14,807.19	3	\$1,398,807
Aug-21	103	88	151	\$41,210.26	3	\$10,317,496
Sep-21	93	84	132	\$26,720.21	5	\$2,383,780
<b>Totals</b>	1278	886	1720	\$235,486.79	85	\$30,675,822
<b>Difference</b>	57	56	473	\$137,593.90	1	\$6,407,058

## September 2022 Monthly Report

### Annual Inspections

9/2/2022	1505-13	Atlantic Blvd	Tax Collectors				
9/2/2022	1517	Atlantic Blvd	Alley Cakes	Nobody There			
9/2/2022	1519 & 21	Atlantic Blvd	Ocean Nails				
9/2/2022	1523 & 25	Atlantic Blvd	Honey Loft				
9/2/2022	1529	Atlantic Blvd	Kick But Vapor	Need New Bus Lic			
9/2/2022	1531,35 & 37	Atlantic Blvd	Ocean Reef				
9/22/2022	1539 & 41	Atlantic Blvd	Maber's Turn				

### New Businesses

Total New Businesses Inspections for physical year 2021/22								
							<b>Total</b>	\$0.00

### Building Plan Review

Date	BP #	Address	FloodZone	Proj Value	Scope	dg Market Val	Time Spent
9/6/2022	202201036	736 Canellia Ter Dr		Tree Permit			0.50

			<b>Total Project Value</b>	<b>\$0.00</b>	<b>Total Bldg Value</b>	<b>\$0.00</b>	
						<b>Total Hr spent</b>	<b>0.50</b>
				40	<b>Total Hr.@ .50</b>		<b>20.00</b>
Universal's rate		<b>\$78.50</b>	(.50 @78.45 )- 20.00=38.45			<b>Savings</b>	<b>\$38.45</b>

### New Construction Fire Inspection

9/6/2022		532 Atlantic Blvd	Publix Underground Inspection then coverup				
9/7/2022		532 Atlantic Blvd	Publix Underground Inspection then coverup				
9/7/2022		310 Third St	Fire Sprinkler & Fire Alarm Final			Failed	
9/8/2022		310 Third St	Fire Sprinkler & Fire Alarm Final				
9/8/2022		532 Atlantic Blvd	underground the coverup				
9/26/2022		532 Atlantic Blvd	Pressure test undergrount				

### New Construction Building Inspection

9/7/2022		2020 Penman Rd	Pool Rough				
9/7/2022		114 Sand Castle Way	Plumbing Rough	unable to get in			
9/7/2022		98 Walnut	2nd floor deck waterproofing				
9/7/2022		723 Cherry	Plumbing Rough				
9/7/2022		1007 Kings Rd	Window, roof Rough				
9/8/2022		709 Neptune Ln	shed placement				ok
9/8/2022		834 Mc Cullum Cir	AC Change out				
9/8/2022		573 Margret St	footer/Slab				
9/8/2022		1107 Kings Rd	Tie Down				
						<b>Total</b>	<b>\$0.00</b>

Fire Plan Review					
9/8/2022	22-1037	229 Third St	Fire Sprinkler		75.00

GIS					
9/5/2022		Created New Zone Map			8 hrs
9/19/2022		Created New Hydrant Location map			4 hrs

Floodplain Related					
9/23/2022		Toured City to evaluate flood conditions prior to hurricane			

Elevation Certificate					
Total Elevation Certificates reviewed this month					

Code Complaints					
9/1/2022		101 Windward Ln	Yard Waste Partically Picked Up		
9/1/2022	2022117	1601 Forest	RV parked out fromt	Spoke to owner will remove this weekend	
9/6/2022	202201038	736 Canellia Ter Dr	TreePermit		
9/6/2022		Nils Raae	Call in Complaint left Phone #, Returned Call 1:45 & 4:30 Tues no answer left message 904-228-4252		

9/6/2022	2022109	1229/1225 Forest	Tree vs utility	Meet with utility co & Contractors ref. new location install				
9/6/2022		705 Neptune Ln	Working on Surevey 4-5 weeks out					
9/7/2022	2022117	1601 Forest	RV moved to side of house					
9/7/2022		3rd & Bay	right of way copntractor on private property					
9/8/2022		1936 Seagate	Access rd					
9/8/2022		1016 Lincoln	grass in road					
9/26/2022		Toured city to identify yard debrie that needed to be picked up prior to storm						
11							0.00	

Fire Investigation							
Date	Address	Street				Loss	Time Spent