City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, March 10, 2025 - 6:00 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

* 1.A. Approve minutes of the Regular Commission Meeting held on February 24, 2025. 5 - 42
2-24-25 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

* 3.A. Accept the 90-Day Calendar (March - May 2025) 43 - 46
90-Day Calendar (March - May 2025)

3.B. Speed Cameras

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COMMISSION AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY. SUPPORTING DOCUMENTATION AND STAFF RECOMMENDATIONS HAVE BEEN PREVIOUSLY SUBMITTED TO THE CITY COMMISSION ON THESE ITEMS.

* 6.A. Declare the listed properties as surplus and authorize disposal of each in the most beneficial way to the City. 47 - 52
Surplus and Disposal of Property

6.B. Approve Resolution No. 25-23 53 - 58

Resolution No. 25-23

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 25-16** 59 - 65

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA APPROVING A THREE-YEAR CONTRACT FOR BANKING SERVICES WITH BANK OF AMERICA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

Resolution No. 25-16

8.B. **RESOLUTION NO. 25-18** 67 - 133

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE AGREEMENT FOR THE SARTOGA CIRCLE LIFT STATION SERVICE AREA TESTING, MONITORING, ISNPECTIONS AND REPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-18

8.C. **RESOLUTION NO. 25-19** 135 - 146

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING A TEMPORARY CONSTRUCTION EASEMENT FROM THE SCHOOL BOARD OF DUVAL COUNTY FOR TEMPORARY NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION AND RELATED PURPOSES AT ANCHOR ACADEMY, SUBJECT TO THE TERMS IN THE EASEMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-19

8.D. **RESOLUTION NO. 25-20** 147 - 155

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A HAZARD MITIGATION GRANT PROGRAM CONTRACT MODIFICATION FOR PARTIAL FUNDING OF THE CONSTRUCTION OF THE AQUATIC GARDENS DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER TO SUBSEQUENTLY EXECUTE A CONTRACT WITH JAX UTILITIES MANAGEMENT, INC. FOR CONSTRUCTION OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-20

8.E. **RESOLUTION NO. 25-21** 157 - 164

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH ACON CONSTRUCTION COMPANY FOR THE RENOVATION OF THE MARSH OAKS

COMMUNITY CENTER; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-21

8.F. **RESOLUTION NO. 25-22** 165 - 187
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDERS WITH HANSON PROFESSIONAL SERVICES TO COMPLETE DESIGN OF THE CUTLASS DRIVE BOX CULVERT EXPANSION AND DITCH WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-22

9. ACTION ON ORDINANCES

* 9.A. **ORDINANCE NO. 95-25-126, Introduction and First Reading** 189 - 200
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 4 ANIMALS, TO MODIFY THE CLASSIFICATION OF DOGS AS DANGEROUS, IN COMPLIANCE WITH STATE LAW, TO ADD DISTURBING THE PEACE PROVISION, TO AMEND THE RUNNING AT LARGE AND CITATIONS AND PENALTIES SECTIONS, TO ADD A NEW IMPOUND AND BOARDING FEES PROVISION; PROVIDING FOR RULES AND REGULATIONS; PROVIDING FOR PROHIBITIONS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 95-25-126

* 9.B. **ORDINANCE NO. 57-25-25, Introduction and First Reading** 201 - 209
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING SECTION 13-2 CAMPING AND OBSTRUCTING PUBLIC STREETS/PUBLIC PLACES PROHIBITED; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
Ordinance No. 57-25-25

* 9.C. **ORDINANCE NO. 20-25-178, Introduction and First Reading** 211 - 316
AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 20-25-178

10. MISCELLANEOUS BUSINESS

None.

11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, visit www.coab.us/live.

If any person decides to appeal any decision made by the City Commission with respect to any matter considered at any meeting, such person may need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which the appeal is to be based.

Any person wishing to speak to the City Commission on any matter at this meeting should submit a request to the City Clerk prior to the meeting. For your convenience, forms for this purpose are available at the entrance to the Commission Chamber.

Every effort is made to indicate what action the City Commission is expected to take on each agenda item. However, the City Commission may act upon any agenda subject, regardless of how the matter is stated on the agenda.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk’s Office at (904) 247-5821 or at City Hall, 800 Seminole Road, Atlantic Beach, FL 32233, no later than 5:00 PM on the Thursday prior to the meeting.

MINUTES
Regular City Commission Meeting
Monday, February 24, 2025 - 6:00 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER:

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:00 PM. CC Bartle called the roll.

ATTENDANCE:

Present:
Curtis Ford, Mayor - Seat 1
Bruce Bole, Commissioner - Seat 2 (District 1308)
Thomas Grant, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
William B. Killingsworth, City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)
Victor Gualillo, Police Chief (PC)
Amanda Askew, Planning & Community Development Dir. (PCDD)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meetings held on January 27 and February 10, 2025.

The Commission approved the minutes as submitted.

DEFERRALS

The Commission discussed deferring agenda items 9A and 9B.

MOTION: Table agenda items 9A & 9B to a date certain, 45 Days from February 24, 2025 or three meetings from this date (Deferral of the reading and the hearing on both 9A and 9B to April 14, 2025).

Motion: Candace Kelly
Second: Bruce Bole

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Mayor Ford confirmed that a joint meeting between the Commission and ESC will take place before the final reading of the ordinances.

Curtis Ford	***For***
Bruce Bole (Seconded By)	***For***
Thomas Grant	***For***
Candace Kelly (Moved By)	***For***
Jessica Ring	***For***

Motion passed 5 to 0.

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

The following speakers provided their comments:

Kelly Hampton
Ellen Glasser distributed a handout to the Commission (which is attached hereto and made a part of this official record as **Attachment A**).
Nathan Loewen
Ellis Leowen
Jack McCarthy
Emily McCarthy
Colleen November distributed a handout to the Commission (which is attached hereto and made a part of this official record as **Attachment B**).
Sarah Boren
Joseph Salcido
Brett Jackrel
Joel Harris
Tom Goelz
Lenny Jevic
Carolyn Zisser
Jessica O'Regan
Nancy Staats
Kymberly Wolfson
Erin Wolfson distributed a handout to the Commission (which is attached hereto and made a part of this official record as **Attachment C**).
Katie Montalto
Don Wolfson
Shawna Rohrer
Chelsea Harris
Amber Rumancik
Anne Marie Moquin

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Geoff Selhorst
Mark Gabrynowicz
Emily Miner
Jackie Beckenbach
Malaika Underwood distributed a handout to the Commission (which is attached hereto and made a part of this official record as **Attachment D**).
Jim Wheatley
Ty Rumancik
Mitch Reeves
Lynn Drysdale
Julie Olsson
Sarah Hummer
Doug Essig

The following individuals chose not to speak but submitted comment cards:
Dan Giovannucci
Karen Demush
Ruth D. Bowman
Laura Cruz
No name

The meeting recessed from 7:46 PM to 7:58 PM.

2-24-25 Attachment A
2-24-25 Attachment B
2-24-25 Attachment C
2-24-25 Attachment D

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Feb. - April 2025)

MOTION: Approve the 90-Day Calendar.

Motion: ***Jessica Ring***
Second: ***Bruce Bole***

The 90-Day Calendar was approved.

Motion passed unanimously 5 to 0.

3.B. Speed Cameras

CM Killingsworth expressed a preference to defer the discussion to allow staff to gather seven days' worth of data from the detection devices installed by the police.

3.C. Proposed Public Camping Legislation

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PC Gualillo reported as detailed in the agenda packet and answered questions from the Commission.

There was a ***CONSENSUS*** to advance this item to a formal ordinance.

3.D. Proposed Dangerous Dog Legislation

PC Gualillo reported as detailed in the agenda packet and answered questions from the Commission.

There was a ***CONSENSUS*** to advance this item to a formal ordinance.

Request for Summary

Mayor Ford requested CM Killingsworth provide a brief update on the current situation with the baseball games and the farmers market. CM Killingsworth explained that the City has been monitoring traffic over the past six weeks, which has been largely influenced by both the farmers market and baseball activities. He noted discussions with the farmers market regarding reducing the number of vendors from 75 to 50-55, and also requested that baseball games be temporarily scheduled outside the 1:30-2:30 PM window to help alleviate traffic. He clarified that the request to the farmers market was not communicated to baseball, and that the previously mentioned locking of gates did not occur. Additionally, CM Killingsworth mentioned meeting with the president of the baseball organization to address ongoing issues, such as the lack of a contract since 2021, which is being worked on. His goal was to create an additional hour of reduced traffic to assess the impact, and an email was sent confirming this verbal agreement.

Mayor Ford inquired whether it would be possible to expedite this process given its importance. CM Killingsworth responded that the farmers market needs time to reduce vendor numbers in an orderly manner. He emphasized that the traffic issues on Sunday mornings are unrelated to tennis or skateboarding and are primarily about managing parking spaces.

Mayor Ford requested that PC Gualillo ensure the police cars are removed from the City Hall parking lot until the situation is resolved.

Further discussion took place, with Kelly Hampton addressing questions from the Commission and staff. CM Killingsworth confirmed that once insurance is verified, baseball reservations will be reinstated.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Apologized to the Outdoor Kids School.

Commissioner Grant

- Reminded everyone of the Epson Tour being held at the AB Country Club.
- Addressed the farmers market and baseball league, requesting that ABAA be provided with the necessary resources at Donner, approval for their fence as proposed, and

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assistance with permitting, including for the batting cage. CM Killingsworth responded that the contract issue will be resolved, staff is already providing support, and communication will be improved.

There was a ***CONSENSUS*** to direct CM to work on a contract with the baseball league and and provide the Commission with a copy by the March 10, 2025 meeting.

Commissioner Kelly

- Discussed the importance of having an active recreation department.
- Inquired about previous events and whether they could become a regular occurrence.

Commissioner Ring

- Expressed gratitude to Scott Williams for his dedication and hard work.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.A. Approve Resolution No 25-14.

6.B. Approve Resolution No 25-15.

MOTION: Approve Resolution 25-14 and 25-15 (Approve Consent Agenda Items (6A & 6B) as written).

Motion: Bruce Bole
Second: Candace Kelly

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Thomas Grant	***For***
Candace Kelly (Seconded By)	***For***
Jessica Ring	***For***

Motion passed 5 to 0.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 25-17

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURES OF FUNDS FROM THE TREE CONSERVATION TRUST FUND FOR TREE PLANTINGS AND LANDSCAPING ON PUBLICLY OWNED LANDS AT TWO WELCOME SIGNS WITHIN THE CITY OF ATLANTIC BEACH; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE

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PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Adopt Resolution (No.) 25-17.

Motion: Bruce Bole
Second: Candace Kelly

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Thomas Grant	***For***
Candace Kelly (Seconded By)	***For***
Jessica Ring	***For***

Motion passed 5 to 0.

9. ACTION ON ORDINANCES

9.A. ORDINANCE NO. 5-25-71, Public Hearing and Final Reading
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING PORTIONS OF PREVIOUS RESOLUTIONS REGARDING THE CREATION OF THE ARTS, RECREATION, AND CULTURE COMMITTEE; CHANGING THE TITLE OF CHAPTER 5 TO BEACHES, PARKS AND RECREATION WITH THE PURPOSE OF ESTABLISHING PROVISIONS GOVERNING THE ARTS, RECREATION, AND CULTURE COMMITTEE INCLUDING: PURPOSE; MEMBERSHIP; TERMS OF MEMBERSHIP; FILLING OF VACANCIES; REMOVAL OF MEMBERS; DUTIES AND RESPONSIBILITIES; CITY STAFF ADMINISTRATIVE SUPPORT; PROCEDURES AND RULES; ORGANIZATION OF OFFICERS AND LIABILITY TO CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Deferred to the April 14, 2025 meeting.

9.B. ORDINANCE NO. 95-25-124, Public Hearing and Final Reading
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 23, PROTECTION OF TREES AND THE NATURAL ENVIRONMENT, DIVISION 3. – PERMITS, SEC. 23-23.- PERMITS PROCEDURES, AND SEC. 23-25.- APPEALS; AMENDING DIVISION 6.-VIOLATIONS, ENFORCEMENT AND PENALTIES BY MOVING SEC. 23-52.-, ENVIRONMENTAL STEWARDSHIP COMMITTEE-INTENT, INTO A NEW DIVISION 7, ENTITLED ENVIRONMENTAL STEWARDSHIP COMMITTEE, AND RENUMBERING WITH NEW SECTIONS, OF THE CITY OF ATLANTIC BEACH CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF SAID AMENDMENTS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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Deferred to the April 14, 2025 meeting.

9.C. ORDINANCE NO. 95-25-125, Public Hearing and Final Reading

AN ORDINANCE TO AMEND CHAPTER 5 (BEACHES AND PARKS), ARTICLE III (PUBLIC PARKS), TO ADD A NEW SECTION 5-34 ESTABLISHING RULES AND REGULATIONS FOR CONDUCTING BUSINESS ACTIVITIES IN CITY-OWNED PARKS AND FACILITIES; PROVIDING DEFINITIONS; PROVIDING FOR RULES AND REGULATIONS; PROVIDING FOR PROHIBITIONS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICT, SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR INCORPORATION AND CODIFICATION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

MOTION: Approve (Ordinance No.) 95-25-125.

Motion: Bruce Bole
Second: Candace Kelly

Commissioner Ring recommended deferring this item.

Commissioner Grant recommended deferring this item.

Commissioner Bole Expressed support for deferring this item.

Commissioner Kelly voiced support for the ordinance, highlighting its relevance to the goal of risk management.

The public hearing was opened, the following speakers provided their comments to the public:

Leanne
Ken Caudle
Lynn Coalson
Joel
Doug Essig
Don Wolfson

The public hearing was closed.

Motion was withdrawn.

Motion passed unanimously 5 to 0.

MOTION: Defer (Ordinance No. 95-25-125) to April 14, 2025.

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Motion: ***Bruce Bole***
Second: ***Jessica Ring***

Commissioner Ring requested that the rules and regulations be included. CM Killingsworth explained that ordinances are typically kept general, with rules and policies developed by staff for implementation.

CA Gabriel suggested presenting language for possible amendments or policy consideration at the April 14th meeting.

Commissioner Bole encouraged providing input on this matter to the CM prior to the next meeting.

CC Bartle inquired about the noticing process. CA Gabriel clarified that both the reading and public hearing are deferred, and the discussion is focused on incorporating additional information into the context of the bill.

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Thomas Grant	***For***
Candace Kelly	***For***
Jessica Ring (Seconded By)	***For***

Motion passed 5 to 0.

9.D. ORDINANCE NO. 75-25-29, Introduction and First Reading

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, CREATING WITHIN CHAPTER 21, NEW ARTICLE VIII, REGULATION OF BICYCLES, ELECTRIC BICYCLES, AND PERSONAL MOBILITY DEVICES, OF THE CITY OF ATLANTIC BEACH CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF SAID AMENDMENTS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Ordinance No. 75-25-29 on first reading.

Motion: ***Bruce Bole***
Second: ***Jessica Ring***

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Thomas Grant	***For***
Candace Kelly	***For***
Jessica Ring (Seconded By)	***For***

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Motion passed 5 to 0.

10. MISCELLANEOUS BUSINESS

10.A. Public Hearing on Waiver Request (WAIV25-0001)
Request for a waiver from Section 19-1 to allow a landscaping wall in city right-of-way at 386 7th Street.

10.B. City Attorney Procedural Reminders

CA Gabriel explained the procedures as detailed in the agenda packet.

10.C. Disclosure of Ex Parte Communications, if any

The Commission indicated that there were ex parte communications.

10.D. Swearing in of all persons who will speak

CC Bartle administered the oath to all speakers.

10.E. City Staff Overview

PCDD Askew gave a presentation (which is attached hereto and made part of this Official Record as **Attachment E**) and answered questions from the Commission.
2-24-25 Attachment E

10.F. Applicant Presentation

Bryan Derr spoke to the Commission and answered questions.

CM Killingsworth and PCDD Askew answered questions from the Commission.

10.G. Public Comments

None.

10.H. Closing Comments/Rebuttal

None.

10.I. Commission Deliberation and Action

MOTION: Deny the petition (request) for a waiver (does not meet any of the waiver criteria).

Motion: Candace Kelly
Second: Bruce Bole

Curtis Ford	***For***
Bruce Bole (Seconded By)	***For***
Thomas Grant	***For***
Candace Kelly (Moved By)	***For***

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Jessica Ring ***For***

Motion passed 5 to 0.

11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS
None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER
CM Killingsworth

- Informed the Commission that a resolution for Aquatic Gardens will be presented at the next meeting and discussed timeline issues related to the contract.
- He also mentioned ongoing collaboration with the Transportation Planning Organization regarding the roundabout project, ensuring it is included on the list of priority projects to be eligible for state and federal funding. The Commission expressed support for moving forward with a plan for design, emphasizing that citizens will have an opportunity to provide input on the design, including concerns about safety and other factors.

13. ADJOURNMENT
The meeting adjourned at 9:53 PM.

Attest:

_____ _____
Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
2-25-25 Minutes

2/24/25 - E. Glasser

EXAMPLES OF ABOVE AND BEYOND – PUBLIC WORKS DIRECTOR SCOTT WILLIAMS

Wreaths Across America

Veterans Park Events

Leroy Everett Memorial Parkway - Signage and Plantings

Lyman Fletcher Signage at Dutton Island

Flags at the Five Way and City Hall

Eagle Scout Projects

City-Wide Beautification

Baseball Field Enhancements

Weed Wrangles at Howell Park

Beaches Habitat Public Works Build

Marshal Paul Patrick Memorial

Oversight of New Public Works Building

Public Works Days

Dutton Island Five Event

Beautification at Dutton Island Preserve

Lunches for Staff

Handicapped Enhancements at Parks

Music Garden at Jordan Park

City Clean Ups

9/11 Celebration

Gulliford Hall Celebration

Safe Routes to School Sidewalk

Splash Pad

Selva Preserve New Park

Tree Planting Events

20 for 20 Trees at Tide Views

Pergola at Tide Views

LED lights at City Hall

Attachment B to
2-24-25 Minutes

2/24/25 C. November

Dear Atlantic Beach Commission,

We, the undersigned residents of Atlantic Beach, request the City Commission at the February 24th meeting, **delay the vote on** Ordinance 95-25-124 until the Environmental Stewardship Committee (ESC) and Commission can have a joint public workshop with the objective of drafting a proposal of changes which reflect the will of the community.

A super majority of citizens of Atlantic Beach, **over 70% across all 4 precincts** (see results), voted to codify the importance of environmental stewardship in the City Charter with the following language:

> *The Commission is chartered to preserve the City's beaches, marshes, maritime tree canopy, and property through environmental stewardship.*

We, the citizens, unified our voices to let you, our elected officials, know that we expect consistent leadership on Atlantic Beach's environmental stewardship. The proposed Ordinance seems to be contrary to this expectation of our vote.

Our reasons for requesting a delay and public workshop are multifold (see additional background):

- Process is going too fast and unintended consequences have not been explored
- Premise for changes seems inaccurate nor appropriate for ESC's unique scope
- More dialogue is necessary to address widespread miscommunication and discern the best solution for continuous, robust care of Atlantic Beach's valued environment

Bottom line: what is the rush? There is **no downside in taking a bit more time** that our incredible island city deserves. We, the citizens, implore you to not let "standardization" get in the way of effectiveness and quality.

Please delay approval of Ordinance 95-25-124, until the ESC and Commission with appropriate staff can meet in a public joint workshop. We respectfully request the Commission to **pause the process, preserve AB life.**

Let's have a public workshop and learn from each other!

Respectfully,

Colleen November, 378 6th Street

Adam November, 378 6th Street

Geoff Selhorst, 388 8th Street

Mary Emerson-Smith, 314B 8th Street

Sarah Hummer, 61 Coral Street

Matt Hummer, 61 Coral Street

Kathryn Roman, 2249 Oceanwalk Drive West

Jordanae Linenkohl, 66 Coral Street Apt. A

Attachment B to
2-24-25 Minutes

Caroline Jett-Sun, 1850 Ocean Grove Drive

Claire Gertz, 28 17th St

Lyn Richards, 1718 Beach Ave

Liz Rozas, 395 poinsettia court

Emily McCarthy, 65 Shell Street

Monica Graves, 1703 Atlantic Beach Drive

Jeannie Gabrynowicz, 1907 North Sherry Drive

Meganne Johnson, 1895 Sea Oats Drive

Kal Kseib, 1835 Seminole Road

Kymberly Wolfson, 1835 Seminole Road

Sujata Narayan, 258 Magnolia Street, Atlantic Beach

Lynn Coalson, 1614 COQUINA PL

Aga Lewelt, 1806 Seminole Rd

Stephen Fouraker, 387 6th Street

Carol Brady Powell, 1871 Selva Marina Drive

Judith McDermott, 1817 North Sherry Drive

Amy O'Sullivan, 441 Sailfish Drive

Thomas Krusin, 1949 Brista de Mar circle

Sarah Krusin, 1949 Brista de Mar circle

Elizabeth Sams, 2232 Oceanforest Drive West

Elizabeth "Bootsy" Haas, 422 Sargo Rd.

Malaika Underwood, 1877 Beach Avenue

Kaitlyn Freier, 63 W Eighth St

John Nicholas Speckman, 2302 Barefoot Trace, Atlantic Beach

Marisa Carbone, 391 Eighth St

Christina Kelcourse, 10 10rh street AB FL 32233

Leah Ksenzakovic, 78 W. 10th Street Atlantic Beach 32233

Rosalind Hoffman, 266 , Magnolia St

Pat Murphy, 1963 Colina Ct, AB

Attachment B to
2-24-25 Minutes

Steve Murphy, 1963 Colina Ct, AB

William R. Grawe 1820 Sevilla Blvd #206

Nancy C. Grawe 1820 Sevilla Blvd #206

Susanne Barker, 1938 Beachside Court

Jacqueline Suarez, 1072 Beach Avenue

Nancy Staats MD, 2038 Beach Avenue

Heather Montanye, 1810 Sevilla Blvd., Apt. 205

Cynthia Caudle, 910 Camelia St

Nancy Coylr DeCandis, 515 Sturdivant Ave

James November, 647 Beach Avenue

Anne Marie Moquin, 587 Beach Ave

Patrick Nobles, 1738 Ocean Grove Dr

Jordan Garland, 1322 Ocean Blvd

Taran Helm, 2219 Oceanforest Dr W

Sean Keane, 395 Saturiba Dr

Linda Chipperfield, 2371 Seminole Rd

Jason McCarthy, 65 shell st

Ashley Knebel, 422 Sargo Rd

Thom Underwood, 1679 Seminole #1

Mary Beth Koechlin, 276 Ocean Blvd.

Lynn Drysdale, 1768 Ocean Grove Drive

Alan U, 8122 fleet landing blvd

Amber Bloom, 1124 Beach Dune Drive

Joanna DeLoach, 804 East Coast Drive

Diane Latta-Brandstaetter, 254 Oceanwalk Drive

Ray Brandstaetter, 254 Oceanwalk Drive South

Attachment B to
2-24-25 Minutes

Mary Updike, 1820 Sevilla Blvd. #205

Julia Durbin, 1610 coquina pl

Jeff Kogan, 1610 Coquina Pl

Clint Collins, 1174 beach ave

Susan Grube, 980 Parkside Dr, Atlantic Beach

Ripley Selhorst, 388 8th St

Joseph Burt, 2371 Seminole Road

Jean Knight, 570 Aquatic Drive

Amy Franqui, 405 Skate Rd

Carson Roberts, 411 Skate Rd

Michael Franqui, 405 Skate Rd

Kathleen Kane, 1969 Brista de Mar Circle

Karen Longacre, 1964 Brista de Mar Circle

Amy Olivieri, 255 Sherry drive

Ingrid McCawley, 345 4th Street

Anjna Roy, 140 8th Street

Nicole Brose, 1824 Ocean Grove Dr

Peter McCawley, 345 4th St

Judy Sheklin, 1985 Brista De Mar Circle

Valerie Pickett, 351 4th Street

Michael Rutkowski, 386 4th Street

SARA KAUFMAN, 379 4th street

Bob Sternfeld, 394 9th Street

Eileen Campbell, 360 3 Rd Street

Joseph Vieira, 395 Skate Rd

Benjamin Swanson, 720 Sailfish Dr

Attachment B to
2-24-25 Minutes

Paige Brach, 381 4th street

Holly Waters, 374 4th Street

Christina Bell, 456 Irex Rd

Gae Weber, 364 11th Street

Shylo Kline, 325 4th St

Gregory Kovacs, 357 4th Street

Tom Weber, 870 Seminole

Diane Johnson, 1880 , Live Oak Ln

Melissa Melba, 381 Fifth St

Charles Pickett, 351 4th Street

Karen Ostergren, 374 11th St, Atlantic Beach, FL 32233

JANE COLLINS, 1174 Beach Ave

Hallie Stevens, 390 3rd St

william graff, 1660 Sea Oats Dr.

Emily Miner, 363 9th Street

Woody Winfree, 335 3rd St.

Jackie Beckenbach,

Don Wolfson, 2308 Fiddlers Lane

Simone Meyenberg-Donohoo, 394 9th Street

Hannah Swanson, 381 Sargo Rd.

Richard Simmons, 211 Beach Ave

Sylvia Simmons, 211 Beach Ave

Jenna Barber, 371 Skate Road

Melinda Simmons, 215 Beach Avenue

Chris Perle, 215 Beach Avenue

Patrick Hale, 320 5th St.

Attachment B to
2-24-25 Minutes

Deborah Oken, 1073 Beach Ave

Chris Bellamy, 1878 Beach Ave

Kim Greene, 1306 Beach Ave

Collette Hale, 320 5th Street

Frances Jones, 1203 Fleet Landing Blvd

Thomas Melba, 381 5th Street

Meredith Kurosko, 270 5th St

Amy Pollak, 380 12th St

Meredith Kurosko, 270 5th St

James Waters, 374 4th Street

Amy Pollak, 380 12th St

Lynn Eilers, 369 3rd street

Elizabeth Eilers, 371 3rd street

Kevin Bickers, 710 Triton Rd

Carole Schwartz, 1857 Tierra Verde Dr. AB

Leslie Kelso, 1962 Colina Ct

Jason Kelso, 1962 Colina Ct

Carolyn Zisser, 1937 Beach Ave, Atlantic Beach, Fla. 32233

Katherine Hall Hillis, 152 3rd Street

Diane Dyal, 321 3rd St

Alexander Yeats, 270 6th st

Gretchen Deters-Murray, 346 Magnolia Street AB

Jonathan Tillman, 1892 Beach Ave

Christina Colabella Wilds, 317 4th street

Steve Piscitelli, 374 Magnolia Street

Attachment B to
2-24-25 Minutes

Hope Andrews, 1505 Park Terrace East

Katie Rider, 140 16th Street

Andrew Howe, 265 3rd St

Katie Hammill, 377 8th Street

Meredith Frisch, 1725 Beach Avenue

Jessica Clancey-Sodini, 1885 Live Oak Lane

Michael Houston, 331 7th st

Michael Moore, 1750 Atlantic Beach Dr

Jennifer Wood, 371 8th St.

Vicky Lane, 2233 Seminole Rd, #9

Laura Sklenicka, 386 2nd Street

Kirk Moquin, 587 Beach Ave

Denise Bossy, 262 Seminole Road

Al Frosio, 1656 Sea Oats Drive

Brooke Anderson, 824 Sherry Dr

Leigh Graff, 1660 Sea Oats Drive

Lauren FitzGerald, 1300 East Coast Drive

Mary Lane Campbell, 1592 Linkside Dr S

Lisa Fitzgerald, 1780 Park Terrace East

Lindsay Luna, 618 aquatic drive

Joan S. Lipp, 1830 Sevilla Blvd # 207

Mary Ann Dyal, 1765 Seminole Rd. AB

John D. Stone, 1820 Sevilla Blvd #106 Atlantic Beach, Fl 32233

Carolyn B. Stone, 1820 Sevilla Blvd #106 Atlantic Beach, Fl 32233

Kirk Moquin, 587 Beach Ave

Kimberly Schwab, 1628 Beach Avenue

Attachment B to
2-24-25 Minutes

Chuck Shealy, 1731 Park Ter. E.

Russell Sidelsky, 335 3RD Street, Atlantic Beach,32233

Cynthia Parker, 1959 Brista De Mar circle

Karen Demuth, 1917 Beach Avenue

Karin Frosio, 1656 sea Oats drive

Sarah Dark, 1781 Sea Oats Drive

John Finotti, 391 8th Street

Brenda Wray, 2305 Barefoot Trace

Bianca Salcido, 831 Jasmine Street

Betsy Schifanella, 20 17th Street

Joseph Salcido, 831 Jasmine Street

Peggy Fleming, 1858 Selva Grande Dr

Robert Hudson, 825 Sherry Dr

Kensey Selhorst, 388 8th Street

Stephen Porges, 2389 Ocean Breeze Court

Tom Goelz, 399 Beach Ave

Ronald Taylor, 344 , 4th St

Lynda Taylor, 344 , 4th St

Mary Ann Dyal, 1765 Seminole Road AB

Eileen Edsall, 1460 Beach Ave

Karen Hoffman, 50 Twentieth St.

Ingrid Carlson, 395 3RD ST

Albert P Chappell, 1322 OCEAN BLVD

James Schwab, 1628 Beach Avenue

Laura Smith, 338 4th Street

Kelly Fanning, 725 Amberjack Ln

Emily Allen, 1424 Pearl St

Attachment B to
2-24-25 Minutes

Sue Porges, 2389 Ocean Breeze Court

Janet Fox, 1820 Sevilla blvd. Unit 111

Marianne Chapman, 1820 Sevilla Blvd#207 Atlantic Beach, Florida

Laura Cruz, 491 whiting lane AB

Amber Rumancik, 513 Vikings Lane

Angie Talbott, 1175 East Coast Dr

Jill Regante, 312 4th Street

Carrie Zarka Dooley, 1971 Mipaula Ct

Attachment C to
2-24-25 Minutes

2/24/25 E. Wolfson

Dear Atlantic Beach Commission,

We, the undersigned residents of Atlantic Beach, request the City Commission at the February 24th meeting, **delay the vote on Ordinance 95-25-125** until the community and Commission and staff can dialogue.

Our reasons for requesting a delay and public workshop are multifold:

- The process was rushed and lacked transparency.
- Many questions remain about unintended consequences regarding parks.
- Premise and "facts" shared need further clarification.
- Clarity is needed regarding the guidelines and implementation process of the ordinances.

Bottom line: what is the rush? There is **no downside in taking a bit more time** that our incredible island city deserves.

We, the citizens, implore you to not let standardization get in the way of effectiveness and quality.

Please delay approval of Ordinance 95-25-125. We respectfully request the Commission to

pause the process, preserve AB life.

Respectfully,

Malaika Underwood, 1878 Beach Avenue

Sujata Narayan, 258 Magnolia St, Atlantic Beach

Sarah Hummer, 61 Coral St

Claire Gertz, 28 17th St

Monica Graves, 1703 Atlantic Beach Drive

Patrick Nobles, 1738 Ocean Grove Dr

Jason McCarthy, 65 shell st

Thom Underwood, 1679 Seminole #1

Aga Lewelt, 1806 Seminole Rd

Lynn Drysdale, 1768 Ocean Grove Drive

John Nicholas Speckman, 2302,Barefoot Trace, Atlantic Beach

Clint Collins, 1174 Beach ave

Attachment C to
2-24-25 Minutes

susan grube, 980 Parkside Dr, Atlantic Beach

Colleen November, 378 6th street

Adam November, 378 6th Street

Bryan Mullen, 1403 Linkside Drive

Liz Rozas, 395 Poinsettia Court

Chip Drysdale, 2051 Seminole Road

Chris Bellamy, 1878 Beach Ave

Meganne Johnson, 1805 Sea Oats Drive

Meredith Kurosko, 270 5th St

Amy Pollak, 380 12th St

Leslie Kelso, 1962 Colina Ct

Jason Kelso, 1962 Colina Ct

Hope Andrews, 1505 Park Terrace East

Matie Legene, 1355 Ocean Blvd, Atlantic Beach fl 32233

Ellen Golombek, 375 3rd Street

Peter Coalson, 1615 Coquina Place

Lindsay Luna, 618 aquatic drive

Bianca Salcido, 831 Jasmine Street

Joseph Salcido, 831 Jasmine Street

Betsy Schifanella, 20 17th Street

Emily Allen, 1424 Pearl st

Laura Cruz 491 Whiting Lane
Josue Cruz 491 Whiting Lane

4/24/25 M. Underwood

Attachment D to
2-24-25 Minutes

Dear Commissioner Bole,

We, the undersigned residents of Atlantic Beach, request that in the next City Commission meeting, to be held on February 24, 2025, you go on the record to correct inaccuracies you made in the February 10 meeting. While discussing ORDINANCE NO. 95-25-125, you misstated that Mrs. Lynn Coalson, a licensed educator with a specialty in early childhood education who has lived in Atlantic Beach for over 30 years, was running an unlicensed, uninsured daycare for 24 kids in Ashby Park.

To set the record straight, the Outside Kids Ocean Forest Kindergarten program run by Mrs. Coalson is licensed and insured. Currently eight children attend Outside Kids and receive instruction from two highly qualified teachers. Licensed by the Florida Department of Children and Families (FO4DU1624), Outside Kids provides early education for children ages 3 to 6, Monday through Friday from 9:00am to 2:00pm. Though the Outside Kids often visit Ashby Park, it is not a "daycare center" as you repeatedly called it. The Outside Kids and their educators bike throughout Atlantic Beach, visit our beautiful beaches, meet at many of our local parks, and at other parks in the area (like Hanna Park which requires COJ Risk Management compliance). Furthermore, many of the structures seen in the photographs that you displayed of Ashby Park were donated by friendly neighbors for use by anyone who visits the park and do not belong to Ms. Coalson.

As you know, many Atlantic Beach children have attended or currently attend Outside Kids. Mrs. Coalson and the children who attend Outside Kids do our community a service by keeping Ashby Park, and the other parks they visit, trash-free and tidy. Any of the "park rules" that seem to bother you were posted to gently encourage other residents to do the same. Your hyperbolic description of Outside Kids making up "their own rules for our park" is a gross misrepresentation of the intent and spirit of this neighborly message.

To City Manager Bill Killingsworth's point stated in the meeting, whether as a nonprofit or for profit, Outside Kids undoubtedly serves a "public purpose that is coherent and aligned with our values in Atlantic Beach." We appreciate your effort to protect our beautiful parks and to set reasonable parameters for their use. We are certain Mrs. Coalson and Outside Kids will meet those requirements. In the meantime, the record should reflect accurate information on Outside Kids, as well as recognize that Mrs. Coalson and the Outside Kids are a valuable part of our community.

Please confirm in writing that you will go on record in the next City Commission meeting to correct the false statements you made regarding the Outside Kids. Many of the

**Attachment D to
2-24-25 Minutes**

undersigned plan to attend the February 24 City Commission meeting to witness these corrections, to request more information on ORDINANCE NO. 95-25-125 and the implementation process, and to continue to express our support for Outside Kids.

Respectfully,

Malaika Underwood and Chris Bellamy, 1878 Beach Avenue
Jason and Emily McCarthy, 65 Shell Street
Thom and Lynn Underwood, 1679 Seminole Road, #1
Sarah and Matt Hummer, 61 Coral Street
Savannah and Kaitlyn Freier, 63 W 8th Street
Monica and Rich Graves, 1703 Atlantic Beach Drive
Amy and Peter Pollak, 380 12th Street
Cynthia and Ken Caudle, 910 Camelia Street
Mia Montanye and Nate Howell, 46 Coral Street
Molly and David Montanye, 567 Clippership Lane
Forrest and Bob Parrish, 1731 Beach Avenue
Olivia Fore and Frank Kovacs, 73 W 8th Street
Claire and Glen Gertz, 28 17th Street
Kallie Martin and Patrick Nobles, 1738 Ocean Grove Drive
Caroline and Eric Silvers, 320 17th Street
Chris Tyson, 1632 Beach Avenue
Maureen Morrison, 1852 Beach Avenue
Betsy and Tom Schifanella, 20 17th Street
Ann and Jim Gattoni, 1605 Beach Avenue
Bill and Terry Permenter, 78 Dewees Street
Richard and Diane Sackett, 88 Dewees Avenue
Chris and Wayne Lester, 625 East Coast Drive
Cate and Dustin Middleton, 1878 Seminole Road
Nick and Stephanie Trefry, 66 Dewees Avenue
Tim and Leanne Aballo, 77 Dewees Avenue
Katie and Greg Rider, 140 16th Street
Jean Shepard, 1661 Beach Avenue
Sarah and Thomas Krusin, 1949 Brista de Mar Circle
Caroline Jett-Sun, 1850 Ocean Grove Drive
Britten and Jay Shea, 1627 Park Terrace East
Ty and Lindsey Petway, 1565 Beach Avenue
Tom Petway, 1601 Beach Avenue
Jon and Jess Tillman, 1892 Beach Avenue
Robby and Teri Finklea, 1657 Seminole Road

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2-24-25 Minutes

Helen Bryan, 1652 Coquina Place
Chris and Deirdre Anderson, 1679 Seminole Road, #4
Seth Dalton, 1864 Beachside Court
Joe and Suzanne Eckstein, 1637 Beach Avenue
Abby Gabark, 1615 Seminole Road
Anna Merkel, Playa Pilates, 599 Atlantic Blvd, Ste 3
Sarah Drew, 166 Beach Avenue
Melissa Hess, 1610 Beach Avenue
Heather Montanye and Bucky McMahon, 1810 Sevilla Blvd, Apt 205

WAIV25-0001
386 7th St.

Request for a waiver to allow a landscaping wall in the city right-of-way in front of property

Site Context and Details

- Located on south side of 7th Street, one lot east of Sherry Dr.
- Zoned Residential, Single-Family (RS-1)



Background

- June 2024:
  - Stop work order issued for installing a landscaping wall without a permit
- November 2024:
  - Code enforcement action initiated
- Status:
  - Applicant installed a wooden wall (2.5 ft tall, 12ft perpendicular to the right-of-way, 16 ft along the eastern front)
- Existing Condition:
  - Prior pavers (5 in tall) installed without a permit; new wall is not structurally necessary for soil retention

Site Context and Details



Attachment E to
2-24-25 Minutes

Site Context and Details

Attachment E to
2-24-25 Minutes

Site Context and Details





Relevant Code Sections

- Section 19-1(c):
  - Prohibits construction in city rights-of-way, including decorative walls, barriers, landscaping (except sod), and other obstructions
- Section 19-2:
  - Permits can be issued if the construction benefits the public and does not conflict with public interest
- Section 24-66(e):
  - Waivers require evidence that compliance is unreasonable, conflicts with the public interest, and a practical impossibility

Waiver Request

- Applicant seeks to maintain the unpermitted landscaping wall:
  - Dimensions: 2.5 ft tall, 12 ft perpendicular, 16 ft along the front







Considerations

- Police and Public Works Departments oppose the request, citing safety concerns
- Safety zone requirement:
  - Section 19-5(b)(1): Maintain a safety zone 2 ft from the edge of the pavement
  - Proposed wall location conflicts with this requirement
- Staff analysis:
  - Wall does not serve a structural purpose
  - Previous unpermitted pavers were removed; replacement unnecessary
  - **Recommendation:** Relocate wall outside of right-of-way if approved

Waiver Process

- Application Submission:
  - Applicant submits a waiver request to the Community Development Board (CDB)
- CDB Review:
  - CDB evaluates the request based on compliance with Section 24-66
  - Determines if the request meets the following criteria:
    - Compliance is unreasonable
    - Compliance conflicts with the public interest
    - Compliance is a practical impossibility
- City Commission Review:
  - Reviews CDB's recommendation
  - Holds a public hearing to discuss the waiver request
  - Makes a final decision: Approve, Approve with Conditions, or Deny
- Implementation:
  - If approved, applicant proceeds under and specified conditions
  - Denial requires compliance with current regulations

Public Hearing Date: February 24, 2025

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: 90-Day Calendar for the City Commission

SUBMITTED BY: Adrianna Walsh, Executive Assistant to the City Manager

TODAY'S DATE: March 5, 2024

MEETING DATE: March 10, 2025

BACKGROUND: The rolling 90-day calendar is routinely revised based on input from City staff and the Commission, and is included in each agenda for consideration by consensus.

Please note that the 2025 town hall meetings have been scheduled for:

- Saturday, April 5 at Jordan Park
- Saturday, July 19 at Gail Baker Community Center
- Saturday, October 18 at the Adele Grage Cultural Center

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for March 2025-May 2025 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (March 2025-May 2025)

REVIEWED BY CITY MANAGER: 

CITY COMMISSION

March 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Wild Wonders 1 pm (Dutton Island Pavillion)
2 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	3	4 Code Enforcement Special Magistrate 2 pm	5	6 Speaker Series 6 pm (Chamber)	7 Blood Drive Noon-5 pm	8
9 Farmers Market 10 am-2 pm (Russell Park)	10 City Commission 6:00 pm (Invoc-Ring)	11 Arts, Recreation, Culture Committee 6 pm	12 Environmental Stewardship Cmte. 6 pm	13 City Commission and ESC Joint Workshop 6 pm	14	15 Wild Wonders 1 pm (Dutton Island Pavillion)
16 Farmers Market 10 am-2 pm (Russell Park)	17	18 Community Development Board 6 pm	19 ESC Outreach Subcmte. 4:45 pm ESC Tree Subcmte. 6 pm	20 Artist Reception 5-7 pm (Adele Grage)	21	22
23 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	24 City Commission 6:00 pm (Invoc-Ford)	25	26	27 ESC Sustainability Subcmte. 9 am	28	29
30 Farmers Market 10 am-2 pm (Russell Park)	31					

CITY COMMISSION

April 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3 Speaker Series 6pm	4	5 Town Hall Meeting 10 am (Jordan Park) Wild Wonders 1 pm (Dutton Island Pavillion)
6 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	7	8 Arts, Recreation, Culture Committee 6 pm	9 Environmental Stewardship Cmte. 6 pm	10	11	12
13 Farmers Market 10 am-2 pm (Russell Park)	14 City Commission 6:00 pm (Invoc-Bole)	15 Community Development Board 6 pm	16 ESC Outreach Subcmte. 4:45 pm ESC Tree Subcmte. 6 pm	17 Artist Reception 5-7 pm (Adele Grage)	18	19 Easter Egg Hunt 10 am-1 pm (Jordan Park)
20 Farmers Market 10 am-2 pm (Russell Park)	21	22	23	24 ESC Sustainability Subcmte. 9 am	25	26 Arts in the Park 10 am-4 pm (Johansen Park) Wild Wonders 1 pm (Dutton Island Pavillion)
27 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	28 City Commission 6:00 pm (Invoc-Grant)	29	30			

CITY COMMISSION

May 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Code Enforcement Special Magistrate 2 pm Speaker Series 6 pm (Chamber)	2 Blood Drive Noon-5 pm	3 WellFest 9 am Johansen Park
4 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	5	6	7	8 Pension Boards 6:00 pm	9	10 Wild Wonders 11 am (Dutton Island Pavillion)
11 Farmers Market 10 am-2 pm (Russell Park)	12 City Commission 6:00 pm (Invoc-Kelly)	13 Arts, Recreation, Culture Committee 6 pm	14 Environmental Stewardship Cmte. 6 pm	15	16	17 Wild Wonders 11 am (Dutton Island Pavillion)
18 Farmers Market 10 am-2 pm (Russell Park)	19	20 Community Development Board 6 pm	21 ESC Outreach Subcommittee 4:45 pm ESC Tree Subcmte. 6 pm	22 ESC Sustainability Subcmte. 9 am	23	24
25 Farmers Market 10 am-2 pm (Russell Park)	26 Memorial Day Holiday City Offices Closed Memorial Day Event 9 am Veterans Park	27 City Commission 6:00 pm (Invoc-Ring)	28	29	30	31

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Property to be Declared Surplus

SUBMITTED BY: Brittany Percell, Director of Finance BP

TODAY'S DATE: March 4, 2025

MEETING DATE: March 10, 2025

BACKGROUND: Over time, the City accumulates various properties that lose their usefulness due to deterioration or obsolescence. Only items deemed truly of no use to the City are on this list. These assets were either not operational, or have been deemed no longer cost-effective to repair.

BUDGET: None

RECOMMENDATION: The City Commission declares the listed properties as surplus and authorizes disposal of each in the most beneficial way to the City.

ATTACHMENT(S): List of property to be declared surplus
Capital Asset Disposal Requests Forms
Fleet Inspection Reports

REVIEWED BY CITY MANAGER: WJ

CITY OF ATLANTIC BEACH
SURPLUS PROPERTY LIST
AS OF March 4, 2025

DEPARTMENT	DESCRIPTION	FLEET #	Mileage	SERIAL/VIN #	FIXED ASSET #
Public Safety - Administration	Ford Escape SUV	1131	67,380	1FMCU4K36BKA82951	2267
Police Patrol - Animal Control	Ford F150	1727	46,282	1FTMF1EF5HFB77431	2804

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 2/24/2025 **Serial No.** 1131

Asset Tag #: _____ **Vehicle VIN No.** 1FMCU4K36BKA82951

Department: Police **Location:** Public Works

Description of Item Including justification for disposal request:

1131 Ford Escape SUV. Mileage is 67,380. Vehicle is 14 years old and is having significant mechanical and body issues. It's an electrical hybrid vehicle and battery system is going bad. It also has significant rust and leaks into the passenger compartment, which has resulted in extensive mold. Vehicle is recommended for decommissioning by Fleet Services. It was a police patrol vehicle that was transitioned into a police volunteer vehicle several years ago.

Reason for Disposal Request:

Not Working & Beyond Repair	X
Not Working - Needs Repair	
Working-Obsolete	
Working-Good	
Working-Fair	

Form Completed By:

Cmdr. Tiffany Layson

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____ Entered By: _____

Disposition Method:

Online Auction/Sold	Date:	
Cannibalized	Date:	
Donated	Date:	
Destroyed	Date:	
Traded In	Date:	
Transferred	Date:	

FLEET INSPECTION REPORT

DEPARTMENT: Police Department **VEHICLE #:** 1131 **VIN:** 2FMCU4K36BKA82951

TYPE OF VEHICLE: SUV / HYBRID **YEAR:** 2011

MILEAGE: 67380

MAKE/MODEL: Ford Escape **HOURS:**

COMPONENT	REMARKS AND/OR CONDITION	ESTIMATED COST TO REPAIR
ENGINE	Fair / Bad 12 volt battery	
TRANSMISSION	working as it should / electric drive	
SUSPENSION STEERING	Ok	
BRAKES	Rotors rusted from siting / 3mm front / 1mm drum rear.	
BODY	Rough, water leaks in unit causing bad mold. entire unit interior coverd in mold. unit not being used.	
ELECTRICAL HYDRAULICS	Ok	
OTHER REQUIRED REPAIRS / COMMENTS		

INSPECTED BY: Gene Mchale **RECOMMEND PURCHASE:** NO YES

DATE: 02/24/2025 **RECOMMEND REPLACE:** NO YES X

SUPERVISOR'S SIGNATURE: Mike Doyle

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 2/21/2025 **Serial No.** 1727

Asset Tag #: _____ **Vehicle VIN No.** 1FTMF1EF5HFB77431

Department: Police **Location:** Public Works

Description of Item Including justification for disposal request:

1727 Ford F150 pickup truck. Mileage is 46,282 and engine hours are 5,632. The vehicle will no longer go into reverse, has additional major mechanical issues, and has a cracked frame. It is heavily rusted from use on the beach and the damage/rust is so severe that it is beyond repair. It is unsafe to operate further.

Reason for Disposal Request:

Not Working & Beyond Repair	X
Not Working - Needs Repair	
Working-Obsolete	
Working-Good	
Working-Fair	

Form Completed By:

Cmdr. Tiffany Layson

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____

Disposition Method:

Online Auction/Sold	Date:	
Cannibalized	Date:	
Donated	Date:	
Destroyed	Date:	
Traded In	Date:	
Transferred	Date:	

Entered By: _____

FLEET INSPECTION REPORT

DEPARTMENT: Police dept. **VEHICLE #:** 1727 **VIN:** 1FTMF1EF5HFB77431

TYPE OF VEHICLE: Pick up **YEAR:** 2017

MILEAGE: 46282

MAKE/MODEL: Ford / F150 4x4 **HOURS:** 5632

COMPONENT	REMARKS AND/OR CONDITION	ESTIMATED COST TO REPAIR
ENGINE	Ok, for mileage / hours Normal fluid seepage	
TRANSMISSION	OK	
SUSPENSION STEERING	Heavy rust	
BRAKES	Heavy rust	
BODY	Body is fair. Frame has substantial rust damage form use on the beach. no longer safe to operator on road.	
ELECTRICAL HYDRAULICS	Normal for milage / hours.	
OTHER REQUIRED REPAIRS / COMMENTS		

INSPECTED BY: Gene Mchale **RECOMMEND PURCHASE:** NO YES

DATE: 1/05/2025 **RECOMMEND REPLACE:** NO YES X

SUPERVISOR`S SIGNATURE: Mike Doyle

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-23 authorizing the City Manager to execute a change order with ACON Construction Company for the replacement of the dune walkover at Ahern Street.

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: February 27, 2025

MEETING DATE: March 10, 2025

BACKGROUND: ACON Construction Company is currently rehabilitating and expanding the Atlantic Beach Lifeguard Station under a design-build with the City. As part of the overall project, the existing dilapidated dune walkover will be replaced with a new American with Disabilities Act (ADA) compliant walkover that will be six feet wide and extend to the front of the adjacent sand dunes at Ahern Street.

The dune walkover replacement was not included in the initial design-build contract because of unknowns relating to the latest beach renourishment and dune replacement project and uncertainty where the new dune walkover would be located. After completion of beach renourishment and the design of the new lifeguard station, City staff surveyed the area and developed a design for a replacement walkover.

Staff also applied for and obtained a Coastal Construction Control Line permit from the Florida Department of Environmental Protection for the demolition of the existing dune walkover and construction of the new ADA compliant walkover. Concurrently, staff applied for and received a $60,000 grant through the Florida Department of Environmental Protection's Coastal Partnership Initiative (CPI) program. ACON Construction Company submitted a change order request in the amount of $125,366.50 to demolish the existing dune walkover and construct the new dune walkover. The CPI grant will cover almost 50% of the project cost.

Staff recommends that the City Commission authorize the City Manager to a contract amendment with ACON Construction Company in the amount of $125,366.50 for the demolition of the existing dune walkover at Ahern Street and construction of a new ADA compliant walkover.

BUDGET: $125,366.50

RECOMMENDATION: Commission review and vote on Resolution No. 25-23

ATTACHMENTS: Proposed Resolution No. 25-23
Exhibit A – ACON Construction Company Change Order Request

REVIEWED BY CITY MANAGER: _____

Exhibit A

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Feb 27, 2025

City of Atlantic Beach (COAB)
800 Seminole Road
Atlantic Beach, FL 32233

Attention: Mr. Steve Swann, P.E.
City Engineer
Reference: Lifeguard Station Project Beach Walkover Adder
COJ DB Contract #71629—22 "Piggyback"

Mr. Swann,

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

The scope of this project phase is to provide the build the walkover at the end of Ahern Street per the permit provided by COAB and the proposal provided by Hayward Construction as attached. We have included a contingency to be utilized by ACON as needed per the base contract. While the contract contingency can be 15%, budget constraint does not accommodate that amount so the $3500.00 contingency is sufficient if no major issues arise.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $125,366.50.

The Guaranteed Completion Date (GCD) will be 120 days from receiving an NTP.

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 71629-22 COAB "PIGGYBACK"

Lifegiard Station Walkover
Addition to Contract **DATE: 2/27/25**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	12	$110.00	$1,320.00
	Supervision	Hrs	24	$75.00	$1,800.00
	Administration	Hrs	10	$75.00	$750.00
	Hatward Construction per Proposal	Al	1	$107,250.00	$107,250.00
	Bond Adder	Al	1	$2,000.00	$2,000.00
	Limited Contingency per Base Contract (Budget Restrained)	LS	1	$3,500.00	$3,500.00
	Subtotal				**$116,620.00**
	DB Fee	LS	1	$8,746.50	$8,746.50
				TOTAL	**$125,366.50**

HAYWARD CONSTRUCTION GROUP, LLC
12058 San Jose Boulevard #803
Jacksonville FL 32223
CGC 1531691
Office (904) 886-7122 Fax (904) 886-7992 E-mail: haywardconstruct@bellsouth.net

PROPOSAL

February 26, 2025

Proposal Submitted to: **ACON / Attn: Frank Anderson**
Work to be performed at following address: **Ahearn Street, Atlantic Beach, FL 32233**
Phone #: **904-813-4065** E-mail: fanderson@acconcci.com

We hereby propose to furnish all the materials and perform the labor necessary for the completion of:

- **Demo existing dune walkover and haul to dumpster.**
- **Construct one new dune walkover, per provided plans as follows:**
  - **6' wide x 106.5' long with a handrail down both sides.**

Material Specifications:

- 6" tip x 8" butt x 16' long wood piles with 8' embedment.
- 2 x 10 SYP PT pile cap thru bolted with ¾" SS hex bolts.
- 2 x 8 SYP PT stringers nailed in place with 3 ¼" SS rings shank nails and H2.6 hurricane clips.
- 1 x 6 RPL decking screwed in place with SS composite screws.
- 2 x 8 and 2 x 6 RPL handrail ledgers and top caps.
- Piles treated at 2.5# CCA
- 1 ½" Aluminum grabrail last 30' towards water.

** Structural signed and sealed drawings included.

Total Price for above: $107,250

Payment Intervals: 30% down payment when project commences
Progress payments will be requested on balance

**** Note to Customers: *** The proposal provided is based upon current costs and availability of materials. We may experience increases in material costs that are beyond our control. We will address this with you prior to beginning your project if it is necessary.*

****Excludes any sod, surveys, as builts, electrical, plumbing, permitting and/or engineering fees****
****Prices subject to change due to engineering requirements and/or unforeseen site conditions****
****Although every effort will be taken to prevent any damages when accessing the worksite;**
HCG is not responsible for any damage to landscape/sod, irrigation,
utilities and/or existing concrete/asphalt or pavers**

HAYWARD CONSTRUCTION GROUP, LLC

ACON / ATTN: Frank Anderson
February 26, 2025
Ahearn Street, Atl. Bch. / Dune Walkover Proposal – Page 2 of 2

Prices are based upon sand bottom, in the event there are adverse conditions, such as limerock, coquina, concrete, etc., an additional charge will be required. Materials and workmanship installed or performed by Hayward Construction shall be guaranteed under normal conditions for a period of one year from the date of installation; excluding accidents and/or Acts of God. The above work will be performed in accordance with the drawings and/or specifications submitted by the owner for the above project and completed in a timely and professional manner. Should any of the work not be performed or supervised by Hayward Construction Group, we cannot be held responsible for any damage and/or malfunction.

Any alteration or deviation from the above specifications involving additional costs, will be executed only upon written agreement from both parties, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents and/or delays beyond our control. Owner will carry fire, tornado/storm damage and other insurance necessary for the job listed above. Worker's Compensation and General Liability Insurance for the above estimate will be carried by Hayward Construction Group.

****

ACCEPTANCE OF PROPOSAL

The above estimate, specifications and conditions are satisfactory and are hereby accepted. The signing of this proposal authorizes Hayward Construction Group to commence work as specified above.

Signature: _____ **Date:** _____

RESOLUTION NO. 25-23

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER WITH ACON CONSTRUCTION COMPANY FOR THE REPLACEMENT OF THE DUNE WALKOVER AT AHERN STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City awarded ACON Construction Company a design-build contract to rehabilitate and expand the Atlantic Beach Lifeguard Station; and

WHEREAS, the existing dune walkover is in poor condition and will be replaced with an American with Disabilities Act (ADA) compliant dune walkover to aid in access to the beach; and

WHEREAS, the City received a matching grant for construction of the dune walkover in the amount of $60,000 through the Florida Department of Environmental Protection's Coastal Partnership Initiative program; and

WHEREAS, staff completed the design of the new walkover and obtained a Coastal Construction Control Line permit from the Florida Department of Environmental Protection for the construction of the new dune walkover; and

WHEREAS, the received a change order request from ACON Construction Company for $125,366.50 to demolish the existing dune walkover and construct the new dune walkover as described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby authorizes the City Manager to execute a contract modification with ACON Construction Company for demolition of the existing dune walkover at Ahern Street and construction of a new ADA compliant dune walkover and such other documents as may be necessary to effectuate the purpose of this Resolution.

SECTION 2. This Resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Commission of the City of Atlantic Beach, Florida, 10th day of March 2025.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

STAFF REPORT
City of Atlantic Beach
Commission Meeting

AGENDA ITEM: **RESOLUTION 25-16**

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA APPROVING A THREE-YEAR CONTRACT FOR BANKING SERVICES WITH BANK OF AMERICA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

SUBMITTED BY: Brittany Percell, Director of Finance BP

TODAY'S DATE: March 4, 2025

MEETING DATE: March 10, 2025

BACKGROUND: The City has utilized Bank of America N.A. for its banking needs since 1994. The most recent contract expired December 31, 2024.

The contract would lock in rates for the duration of the contract (3-years). We did elect to rid of services that are not being utilized. This resulted in an overall fee increase of only 2%. Bank of America has provided a side-by-side comparison to illustration changes in fees.

BUDGET: None

RECOMMENDATION: Commission approve Resolution 25-16

ATTACHMENTS(S): Resolution No. 25-16
BofA Proforma Fee Variance

REVIEWED BY CITY MANAGER: WOK

RESOLUTION NO. 25-16

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA APPROVING A THREE-YEAR CONTRACT FOR BANKING SERVICES WITH BANK OF AMERICA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Atlantic Beach has had a long-standing relationship with its current banker, Bank of America N.A.; and

WHEREAS, the City of Atlantic Beach most recent contract with Bank of America, N.A. has expired; and

WHEREAS, the City of Atlantic Beach wishes to enter into a new contract with Bank of America N.A.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Atlantic Beach, Florida, that

1. The City Commission authorizes the City Manager to execute the contract with Bank of America N.A.

2. This resolution shall take effect immediately upon its passage and adoption by the City Commission of the City of Atlantic Beach, Florida.

ADOPTED by the City Commission of the City of Atlantic Beach, Florida on the 10th day of March 2025.

ATTEST:

_____
Donna L. Bartle
City Clerk

_____
Curtis Ford
Mayor

Approved as to form and correctness:

_____
Jason Gabriel
City Attorney

ATLANTIC BEACH, CITY OF

Bank of America Pro-Forma of Pricing

BANK OF AMERICA

Pricing Term: **3 years**

Any reference to date during which certain fee schedules will be in place does not amend the terms of any service agreement (including the Treasury Services Terms and Conditions booklet) with regard to your rights there under, including but not limited to the right to terminate a service or services as provided under the service agreement. Additionally, any fee schedules provided to you are subject to change upon 30 days notice if you no longer qualify, in our sole discretion, for any pricing concessions that may have been granted.

Price Change	AFP Code	Service Description	Volume Range	No. of Units	Current Unit Price	Current Charge	New Unit Price	New Charge	% Variance
Balance And Compensation Information									
	000230	DEPOSIT BANK ASSESSMENT	1+	10,436	$0.1667	$1,739.68	$0.1667	$1,739.68	
		Total Balance And Compensation Information				**$1,739.68**		**$1,739.68**	0.00%
General Account Services									
	010000	ACCOUNT MAINTENANCE	1+	2	$2.5000	$5.00	$2.5000	$5.00	
*	010010	INTEREST BEARING ACCOUNT MAINT	1+	1	$75.0000	$75.00	$35.0000	$35.00	
	010020	ZBA-DEPOSITORY+ MASTER MAINT	1+	1	$20.0000	$20.00	$20.0000	$20.00	
	010021	ZBA-SUBSIDIARY ACCOUNT MAINT	1+	2	$4.0000	$8.00	$4.0000	$8.00	
	01010A	DEBITS POSTED-ELECTRONIC	1+	21	$0.0200	$0.42	$0.0200	$0.42	
	01010B	CREDITS POSTED-ELECTRONIC	1+	176	$0.0200	$3.52	$0.0200	$3.52	
	010112	ZBA PER TRANSACTION	1+	30	$0.0000	$0.00	$0.0000	$0.00	
	010600	GCS INTERNAL TRANSFER	1+	0	$0.0000	$0.00	$0.0000	$0.00	
		Total General Account Services				**$111.94**		**$71.94**	-35.73%
Depository Services									
*	100007	QBD-NIGHT DROP DEPOSIT	1+	40	$2.0000	$80.00	$5.0000	$200.00	
*	10001A	CURR-COIN DEP-$100-QBD-ND	1+	278	$0.2500	$69.50	$0.3500	$97.30	
*	100040	CHANGE ORDER BKG CTR	1+	1	$8.0000	$8.00	$10.0000	$10.00	
	100044	COIN SUPP ROLL-BKG CTR	1+	2	$0.0800	$0.16	$0.0800	$0.16	
	100048	CURR SUPP $100-BKG CTR	1+	1	$0.3500	$0.35	$0.3500	$0.35	
*	10022Z	CHECKS DEPOSITED-BKG CENTER	1+	1,432	$0.0400	$57.28	$0.2000	$286.40	

Pricing shown is subject to change at the Bank's discretion, per the Bank of America Terms and Conditions.
Other fees may be assessed in accordance with Bank of America's Schedule of Fees.

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	100400	RETURNS-CHARGEBACK	1+	3	$1.0000	$3.00	$1.0000	$3.00	
	100502	DEPOSIT CORRECTION-NONCASH-RDS	1+	3	$4.0000	$12.00	$4.0000	$12.00	
	100600	ARP DEPOSIT RECON MAINTENANCE	1+	1	$150.0000	$150.00	$150.0000	$0.00	
	100610	ARP DEPOSIT RECON PER ITEM	1+	222	$0.1500	$33.30	$0.1500	$0.00	
		Total Depository Services				**$413.59**		**$609.21**	47.30%
Paper Disbursement Services									
*	150030	POSITIVE PAY MAINT-NO RECON	1+	1	$15.0000	$15.00	$8.0000	$8.00	
	150100	GENERAL DISB CKS.PAID-TRUNC	1+	321	$0.0250	$8.03	$0.0250	$8.03	
	150301	POSITIVE PAY EXCEPTIONS	1+	1	$0.0000	$0.00	$0.0000	$0.00	
	150322	POSITIVE PAY RETURN-OTHER	1+	3	$15.0000	$45.00	$15.0000	$45.00	
	150410	STOP PAY AUTOMATED<=12 MONTHS	1+	3	$3.0000	$9.00	$3.0000	$9.00	
	150500	NON-RELATIONSHIP CK CASHED	1+	2	$0.0000	$0.00	$0.0000	$0.00	
	151342	PHOTOCOPY-MANUAL	1+	0	$30.0000	$0.00	$30.0000	$0.00	
	151350	CASHPRO IMAGE SUBSCRIPTION	1+	3	$3.3300	$9.99	$3.3300	$9.99	
	151352	CASHPRO ONLINE IMAGE RETRIEVAL	1+	11	$0.0000	$0.00	$0.0000	$0.00	
	151353	IMAGEDROP PER FILE	1+	1	$10.0000	$10.00	$10.0000	$0.00	
	151354	IMAGEDROP FILE MAINTENANCE	1+	2	$15.0000	$30.00	$15.0000	$0.00	
	151358	IMAGEDROP PER ITEM	1+	321	$0.0012	$0.39	$0.0012	$0.00	
	15135A	IMAGE ARCHIVE	1+	365	$0.0000	$0.00	$0.0000	$0.00	
		Total Paper Disbursement Services				**$127.40**		**$80.02**	-37.19%
Paper Disbursement Reconciliation Services									
*	200011	POSITIVE PAY MAINTENANCE-FULL	1+	2	$25.0000	$50.00	$15.0000	$30.00	
	200111	POSITIVE PAY INPUT ITEMS-FULL	1+	333	$0.0200	$6.66	$0.0200	$6.66	
	200205	ARP VOID CANCEL ITEMS	1+	14	$0.0100	$0.14	$0.0100	$0.14	
	200305	CASHPRO ARP REPORTS	1+	3	$3.7500	$11.25	$3.7500	$11.25	
*	200620	ARP RECON OUTPUT FILE	1+	2	$8.0000	$16.00	$4.0000	$8.00	

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		Total Paper Disbursement Reconciliation Services				**$84.05**		**$56.05**	**-33.31%**
General ACH Services									
	250000	ACH MONTHLY MAINTENANCE	1+	2	$8.0000	$16.00	$8.0000	$16.00	
	250100	ACH OFF US DEBITS	1+	1,468	$0.0200	$29.36	$0.0200	$29.36	
	250100	ACH ON US DEBITS	1+	365	$0.0200	$7.30	$0.0200	$7.30	
	250100	ACH ON US DEBITS-SAME DAY	1+	3	$0.0200	$0.06	$0.0200	$0.06	
	250101	ACH OFF US CREDITS	1+	470	$0.0200	$9.40	$0.0200	$9.40	
	250101	ACH ON US CREDITS	1+	66	$0.0200	$1.32	$0.0200	$1.32	
	250120	ACH ORIGINATED ADDENDA	1+	10	$0.0100	$0.10	$0.0100	$0.10	
	250200	ACH DEBIT RECEIVED ITEM	1+	24	$0.0200	$0.48	$0.0200	$0.48	
	250201	ACH CREDIT RECEIVED ITEM	1+	176	$0.0200	$3.52	$0.0200	$3.52	
	250302	ACH RETURN ITEM	1+	6	$0.7500	$4.50	$0.7500	$4.50	
	250501	ACH INPUT-FILE	1+	13	$4.0000	$52.00	$4.0000	$52.00	
	250704	ACH REPORTS-ELECTRONIC	1+	67	$1.0000	$67.00	$1.0000	$67.00	
*	251050	ACH BLOCKS AUTH MAINTENANCE	1+	3	$10.0000	$30.00	$5.0000	$15.00	
	251057	ACH BLOCKS AUTH INSTRUCTIONS	1+	42	$0.1500	$6.30	$0.1500	$6.30	
	251070	ACH NOTIF OF CHANGE (NOC)	1+	1	$2.2500	$2.25	$2.2500	$2.25	
		Total General ACH Services				**$229.59**		**$214.59**	**-6.53%**
Funds Transfer File Transmission Services									
	300222	EDI REPORT PER ACCOUNT	1+	1	$5.0000	$5.00	$5.0000	$5.00	
		Total Funds Transfer File Transmission Services				**$5.00**		**$5.00**	**0.00%**
Integrated Funds Transfer Services									
	330002	PAYMODE CON MTHLY LICENSE	1+	1	$100.0000	$100.00	$100.0000	$100.00	
	330020	PAYMODE CON TRANSACTION	1+	965	$0.1000	$96.50	$0.1000	$96.50	
	330100	CASHPRO CONNECT REC MAINT	1+	1	$5.0000	$5.00	$5.0000	$5.00	
	330125	CASHPRO CONNECT REC INVOICES	1+	228	$0.1000	$22.80	$0.1000	$22.80	

Pricing shown is subject to change at the Bank's discretion, per the Bank of America Terms and Conditions.
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	Total Integrated Funds Transfer Services				**$224.30**		**$224.30**	0.00%
Wire and Other Funds Transfer Services								
350000	WIRE MONTHLY SUBSCRIPTION	1+	1	$10.0000	$10.00	$10.0000	$10.00	
350103	ELEC WIRE OUT-DOMESTIC	1+	7	$3.0000	$21.00	$3.0000	$21.00	
350551	CASHPRO GP CUST MNT TMPLT STRG	1+	27	$1.0000	$27.00	$1.0000	$27.00	
	Total Wire and Other Funds Transfer Services				**$58.00**		**$58.00**	0.00%
Information Services								
400052	CASHPRO ONLINE PDR ACCOUNT	1+	3	$10.0000	$30.00	$10.0000	$30.00	
400055	CASHPRO ONLINE CDR ACCOUNT	1+	3	$12.0000	$36.00	$12.0000	$36.00	
400272	CASHPRO ONLINE PDR ITEM	1+	1,267	$0.0200	$25.34	$0.0200	$25.34	
400275	CASHPRO ONLINE CDR ITEM	1+	860	$0.0300	$25.80	$0.0300	$25.80	
40027Z	CASHPRO ONLINE SUBSCRIPTION	1+	1	$20.0000	$20.00	$20.0000	$20.00	
40027Z	CASHPRO REPORTING SUBSCRIPTION	1+	1	$10.0000	$10.00	$10.0000	$10.00	
	Total Information Services				**$147.14**		**$147.14**	0.00%
Total Monthly Service Charges (includes FDIC):					**$3,140.69**		**$3,205.93**	2.08%
Annualized (includes FDIC):					**$37,688.30**		**$38,471.11**	2.08%
+/- Variance(Current to Proposed):								
One Time Service Charges								
General Account Services								
014100	CASHPRO TOKEN-PHYSICAL	1+	0	$30.0000	$0.00	$30.0000	$0.00	
	Total General Account Services				**$0.00**		**$0.00**	0.00%
Total One Time Service Charges:					**$0.00**		**$0.00**	

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+/- Variance(Current to Proposed): **0.00%**

Pricing shown is subject to change at the Bank's discretion, per the Bank of America Terms and Conditions.
Other fees may be assessed in accordance with Bank of America's Schedule of Fees.

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CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 25-18 authorizing the agreement for Saratoga Circle lift station service area testing, monitoring, inspections and report.

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: February 26, 2025

MEETING DATE: March 10, 2025

BACKGROUND: The Public Utilities Department is working to reduce the inflow and infiltration into the City's aging sewer system. Stormwater runoff and groundwater are entering the sewer system through cracks, broken laterals and offset pipe joints, and this is resulting in higher flows and the need for treatment at the wastewater treatment plant. Testing in the Palm Avenue lift station service area, which was identified as one of the worst areas in the city for inflow and infiltration, has been completed and findings reported .

The next area for completion will be the Saratoga Circle service area. Staff received a proposal to perform smoke testing in the sewer system to identify the areas where stormwater can directly enter the sewer system, to perform nighttime flow monitoring to identity groundwater infiltration, perform manhole inspections to identity any defects, and to provide a report of the findings with recommendations and cost estimates, just as with the Palm Avenue Lift Station service area. The 2/5/2025 proposal from USSI, LLC, piggybacks the Tohopekaliga Water Authority Contract Agreement IFB-20-076 that is good through May 2025. The proposal includes the above-mentioned testing, monitoring, inspections and report for $32,091.61.

BUDGET: Adequate funds are available in the Public Utilities Fund Account No. 410-5506-535-6300. Project No. PU2505.

RECOMMENDATION: Approve the agreement with USSI, LLC for Saratoga Circle lift station service area testing, monitoring, inspections and report in the amount of $32,091.61, and authorize the City Manager to execute the agreement and associated purchase order.

ATTACHMENTS:

1. Resolution No.25-18
2. Proposal from USSI, LLC
3. TOHO Water Piggyback Contract
4. Saratoga Circle Sewer Mains Map

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 25-18

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE AGREEMENT FOR THE SARTOGA CIRCLE LIFT STATION SERVICE AREA TESTING, MONITORING, ISNPECTIONS AND REPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Utilities Department is having lift station service areas throughout the city tested for inflow and infiltration in the aging sewer system; and

WHEREAS, the Palm Avenue lift station area has already been completed and reports and findings for corrective actions are being implemented; and

WHEREAS, the next lift station service area with a high inflow and infiltration problem is ready to be tested; and

WHEREAS, the company, USSI, LLC, returned a proposal to the Public Utilities Department in the amount of $32,091.61; and

WHEREAS, the proposal piggybacks off of the Tohopekaliga Water Authority Contract Agreement IFB-20-076.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission hereby appropriates funds from City's Public Utilities Fund 410-5506-535-6300 for Project PU2505 in the amount of $32,091.61

Section 2. The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 10th day of March, 2025.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

ts

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292 US
(888)645-9570
dion@ussiusa.com

ussiusa.com

ADDRESS
City of Atlantic Beach
Attn: Steve Swann
800 Seminole Road
Atlantic Beach, FL 32233

Estimate 2271

DATE 02/05/2025

EXPIRATION DATE 03/05/2025

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects (LS -L & LS-E)	39,593	0.36	14,253.48
Manhole Inspections Manhole Inspections (LS -L & LS-E)	39,593	0.27	10,690.11
Midnight Investigation Monitor flows in sanitary sewer during low usage periods to identify flows that are not due to usage, likely resulting from inflow. (LS -L & LS-E)	39,593	0.14	5,543.02
Mobilization & Demobilization Mobilization & Demobilization	1	1,605.00	1,605.00
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

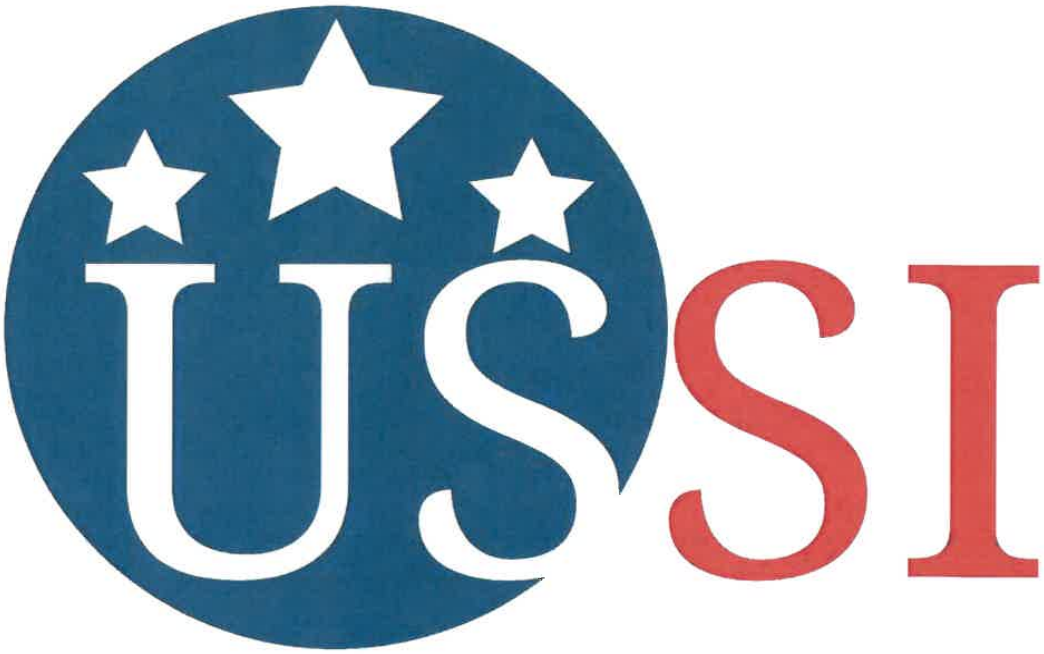
(LS -L & LS-E)

TOTAL **$32,091.61**

Accepted By

Accepted Date

ts



"PROTECTING OUR NATURAL RESOURCES THROUGH TECHNOLOGY"

"PIGGY BACK"

PACKAGE

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

CONTENTS:

1. INVITATION TO BID
2. USSI PROPOSAL
3. AWARD
4. CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

SECTION

1

INVITATION TO BID

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT SERVICES

BID NO:

IFB-20-076

ISSUE DATE:

MARCH 11, 2020

SUBMIT BID TO:

Toho Water Authority
Procurement Services
1628 S. John Young Pkwy.
Kissimmee, FL 34741

(**Directions:** From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then turn right; follow signs to Warehouse Building.)

CONTACT PERSON:	Jill Selby, Procurement Coordinator
EMAIL ADDRESS:	procurement@tohowater.com
PHONE:	(407) 944-5180
FAX:	(407) 931-4308

PRE-BID CONFERENCE:	N/A
DEADLINE FOR WRITTEN QUESTIONS:	**Friday, March 20, 2020 at 5:00 p.m.**
BID DUE:	**THURSDAY, APRIL 2, 2020 AT 2:00 P.M.**

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.

SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.

SECTION 1
GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 **CLARIFICATION OF TERMS:** If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 **USE OF AUTHORITY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 **EXCEPTIONS:** For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

1.4 **NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.

1.5 **BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.

1.6 **LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.

1.7 **WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:

a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.

1.8 ERROR IN BID OR PROPOSALS: When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relive the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.

1.9 IDENTIFICATION OF BID ENVELOPE: The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment G) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders of Offerors will be read publicly.

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
b. REQUEST FOR PROPOSAL - (RFP) when the Authority is requesting proposals from qualified Offerors.
c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
d. BID – a price and terms quote received in response to an IFB.
e. PROPOSAL – a proposal received in response to an RFP or RFQ.
f. BIDDER – person or firm submitting a Bid.
g. OFFEROR – person or firm submitting a Proposal.
h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

2.2 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

3.1 **BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.

3.2 **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.

3.3 **EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

3.4 **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

4.1 **AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:

a. the ability, capacity and skill of the Bidder or Offeror to perform as required
b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
d. the quality of past performance by the Bidder or Offeror

e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
f. the sufficiency of the Bidder's or Offeror's financial resources
g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

4.2 **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

4.3 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.

4.4 **PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

4.5 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages,

including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

4.6 **PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

5.1 **PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.

5.2 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.

5.3 **LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.

5.4 **INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to

obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA: Any reports, information, intellectual property, data, drawings, specification estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.

6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR: Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.

6.3 PAYMENT TERMS: Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

6.4 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

6.5 OTHER GOVERNMENTAL ENTITIES: If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

6.6 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.

6.7 **INDEPENDENT CONTRACTOR**: The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

6.8 **INDEMNITY/HOLD HARMLESS AGREEMENT**: The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

6.9 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.

6.10 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

6.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

6.13 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.

6.14 **NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

6.15 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.

6.16 **COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

6.17 **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.

6.18 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

6.19 **DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

7.1 **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.

7.2 **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by

the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

7.3 **TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.

7.4 **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.

7.5 **POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

7.6 **REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.

7.7 **PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

a. purchase order number/contract number
b. name of article and stock number
c. quantity ordered
d. quantity shipped
e. quantity back ordered
f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.

8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.

8.3 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.

8.4 **NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.

8.5 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2
INSTRUCTIONS TO BIDDER

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

2.2 PARTIES DEFINED

A. The term "Authority" used in the bid documents refers to Toho Water Authority. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed **in writing via email no later than FRIDAY, MARCH 20, 2020, at 5:00 p.m.** to the Procurement Services Department at procurement@tohowater.com. **Phone calls will not be accepted**. However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:
Solicitation No. and Title/Due Date
Name of Bidder
Street
City, State, Zip Code
Attn: Procurement Services

Please use the form provided (Attachment G) on the outside mailing package.

D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).

E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities,

equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.13 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.14 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.15 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of

agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

2.16 ADDENDA TO THE SOLICITATION

A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.

B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.17 RECIEPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.18 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.19 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.20 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.21 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade" secret. The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.22 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.23 REFERENCES

Each Bidder must submit with its Bid, five (5) references (**See Attachment C, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically.

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and top coat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or recoat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the Authority the opportunity to repair or replace it.

C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the Authority.

D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising

from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:
- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:
- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:
- Estimate the amount of gallons entering the various defects per one-inch rain fall

- Estimate the amount of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.

- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney
- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

H. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use – as defined by the Authority's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significant.

3.3 QUALIFICATIONS OF BIDDER

A. Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.

C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph is in addition to those required herein.

D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
   1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
   2. An example of the report provided to a public utility client as a result of performing the work.
   3. Five years of experience applying the specified chimney seal product and examples of completed work.
   4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

END OF SECTION 3

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com. The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best

Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. **Worker's Compensation:** The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.
B. **Comprehensive General Liability:** The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than $1,000,000.00.
C. **Comprehensive Automobile Liability:** The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
D. **Umbrella Liability:** The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than $1,000,000.00.
E. **Hazardous Materials Insurance**: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirement s of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority's proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority's Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority's Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

END OF SECTION 4

SECTION 2

PROPOSAL

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

SECTION 6
REVISED BID FORM

DATE: March 30th, 2020

Have you supplied all the Submittal Requirements outlined below?

[X] One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick

[X] Any addenda pertaining to this solicitation

[X] Drug Free Certification

[X] List of five (5) References

[X] List of Possible Subcontractors (**Not allowed for this bid.**)

[X] Certificate(s) of Insurance (evidencing coverage as required)

[x] Copy of proper professional licenses or credentials including your local business tax receipt

[ ] Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$1500.00	$1500.00
2	Indemnification	1	Lump Sum	$100.00	$100.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$100.00	$100.00
4	Maintenance of Traffic	1	Lump Sum	$100.00	$100.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$.34	$54,400.00
6	Seal Manhole Chimneys	801	Each	$330.00	$264,330.00
7	Insert Dishes into Manholes	801	Each	$35.50	$28,435.50
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$10.00	$800.00
	8b. 4-inch cleanout riser pipes	721	Each	$5.00	$3,605.00
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$129.00	$8,643.00
	9b. 4-inch cleanout riser pipes	608	Each	$86.00	$52,288.00
10	LS Basin Report	160,000	Linear Feet.	$.25	$40,000.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$.13	$10,400
	TOTAL BASE BID				$464,701.50

Total Base Bid in Words:
Four Hundred Sixty Four Thousand Seven Hundred One Dollars And Fifty Cents

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☑ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

_____

_____

_____

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI LLC

Address: 752 Commerce Drive Suite 15

City: Venice State: FL Zip: 34292

Print Name: Eric McRoberts Title: Business Development

Telephone: 941-725-2123 Fax: 941-926-8917 Email: eric@ussiusa.com

Federal Tax ID: 65-0891727

Signature: [signature] Date: 3-30-2026

END OF SECTION 6

SECTION 3

AWARD

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRoberts
Address: 752 Commerce Drive Suite 15
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Todd P. Swingle
Title: Executive Director

Attest: _____
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this 7 day of May, 2020, by Dion Vlasak as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced Florida Driver's License as identification.

ASHLEY M MARCOTTE
Notary Public - State of Florida
Commission # GG 960656
My Comm. Expires Feb 20, 2024

Signature: _____
Print Name: Ashley M Marcotte
NOTARY PUBLIC, State of Florida
My Commission Expires: Feb. 20, 2024

(Stamp)

FIRST AMENDMENT
to
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES
(IFB-20-076)

THIS FIRST AMENDMENT TO AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076) is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY or TOHO") and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the "CONTRACTOR"). The AUTHORITY and the CONTRACTOR may individually be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on May 27, 2020, the Board of Supervisors (the "Board") approved an agreement with the CONTRACTOR for the provision of in-flow abatement services (the "Services") under Agreement IFB-20-076 (the "Original Agreement"); and

WHEREAS, the AUTHORITY desires to continue receiving the Services provided by the CONTRACTOR under the Original Agreement; and

WHEREAS, pursuant to Section 25, entitled "Modifications," the Original Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties have agreed to enter into this First Amendment to amend the Original Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. The unit price list set forth in the Exhibit "B" to the Original Agreement shall be repealed and replaced with the revised Exhibit "B," a copy of which is attached and incorporated herein by reference.

2. Section 30, entitled "Employment Eligibility Verification (E-Verify)," shall be repealed and replaced to read as follows:

SECTION 30. EMPLOYMENT ELIGIBLITY VERIFICATION (E-VERIFY)

a) As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

b) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.

c) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.

d) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.

e) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for a violation of this section.

f) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

g) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: http://www/dhs/gov/E-verify.

3. The changes set forth herein shall become effective upon this First Amendment being executed by both Parties.

4. All of the terms and conditions of the Original Agreement, not otherwise revised or amended in this First Amendment, and any subsequent amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the 11 day of May, 2022.

USSI, LLC, a Florida limited liability company

By: _____
Print Name: Dion Wasak
Title: CEO

Attest: _____
Print Name: Eric McRobert
Title: VP Sales + Marketing
Address: 752 Commerce Drive #B
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Hector Lizasuain
Title: Board of Supervisors, Chairman

Attest: _____
Print Name: William Land
Title: Board of Supervisors, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee FL 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [X] physical presence or [ ] online notarization, this 02 day of May, 2022 by Wendy Bautista as Dion Wasak of USSI, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me OR [X] has produced Florida Driver License identification.

Wendy Bautista
Notary Public, State of Florida

(Stamp)

WENDY BAUTISTA
Notary Public - State of Florida
Commission # HH 174843
My Comm. Expires Sep 12, 2025
Bonded through National Notary Assn.

EXHIBIT "B"

Revised Unit Price List

EXHIBIT B

SECTION 6
REVISED BID FORM

DATE: April 19, 2022

Have you supplied all the Submittal Requirements outlined below?

☒ One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick

☒ Any addenda pertaining to this solicitation

☒ Drug Free Certification

☒ List of five (5) References

☒ List of Possible Subcontractors (**Not allowed for this bid.**)

☒ Certificate(s) of Insurance (evidencing coverage as required)

☒ Copy of proper professional licenses or credentials including your local business tax receipt

☐ Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$ 1,605.00	$ 1,605.00
2	Indemnification	1	Lump Sum	$ 107.00	$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$ 107.00	$ 107.00
4	Maintenance of Traffic	1	Lump Sum	$ 107.00	$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$ .36	$ 57,600.00
6	Seal Manhole Chimneys	801	Each	$ 353.10	$ 282,833.00
7	Insert Dishes into Manholes	801	Each	$ 37.98	$ 30,421.98
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$ 10.70	$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	$ 5.35	$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$ 138.03	$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	$ 92.02	$ 55,948.16
10	LS Basin Report	160,000	Linear Feet.	$ .27	$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$ .14	$ 11,200.00
	TOTAL BASE BID				$ 497,090.50

Total Base Bid in Words:
Four Hundred Ninety Seven Thousand Ninety Dollars and Fifty Cents

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/Deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☐ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

_____
_____
_____

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: _____

Address: _____

City_____ State: _____ Zip: _____

Print Name_____ Title: _____

Telephone: _____Fax: _____Email: _____

Federal Tax ID: _____

Signature: _____Date: _____



SECTION 4

CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

AMENDED AND RESTATED AGREEMENT
Between
TOHOPEKALIGA WATER AUTHORITY
And
USSI, LLC
For
IN-FLOW ABATEMENT SERVICES
(IFB-20-076)

THIS AMENDED AND RESTATED AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the "Agreement") is made and entered into between Tohopekaglia Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 ("Toho") and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the "Contractor"). Toho and the Contractor may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on May 27, 2020, Toho and the Contractor entered into that certain agreement for the provision of in-flow abatement services, in accordance with the IFB-20-076 solicitation (the "Original Agreement"); and

WHEREAS, the Original Agreement provided for an overall award of $500,000 for the term of the Original Agreement, which expires on May 12, 2023, with the option for the Parties to extend the term for one additional 2-year period; and

WHEREAS, on May 11, 2022, Toho's Board of Supervisors (the "Board") approved the First Amendment to the Original Agreement, which provided, in part, revising the unit price list set forth in the Original Agreement; and

WHEREAS, on December 14, 2022, the Board approved Addendum #1 to the Original Agreement to increase the contract award by an additional $545,369.20 (Five Hundred Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for a total not to exceed award amount of $1,045,369.20 (One Million, Forty-Five Thousand, Three Hundred Sixty-Nine Dollars 20/100) for the term of the Agreement; and

WHEREAS, the Parties have agreed to extend the term of the Original Agreement for the one additional 2-year period, through May 12, 2025; and

WHEREAS, the Parties acknowledge the potential confusion caused by the execution of the First Amendment and Addendum #1 to the Original Agreement; and

WHEREAS, the Parties have agreed to enter into this Agreement to amend and restate the terms and conditions provided in the Original Agreement, the First Amendment, and Addendum #1, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and consideration, as mutually deemed acceptable by the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated as a material to form a material part of this Agreement.

2. **TERM.** The effective date of this Agreement shall be retroactive to May 13, 2020, in accordance with the Original Agreement, and shall continue through May 13, 2025, unless otherwise terminated by either Party.

3. **SCOPE OF SERVICES.** The Contractor shall provide those services and access, as set forth in Exhibit "A" (collectively the "Services"), based upon the unit prices, as set forth in Exhibit "B." Copies of both Exhibit "A" and Exhibit "B" are attached and incorporated by this reference.

4. **OBLIGATIONS OF CONTRACTOR.** Obligations of the Contractor shall include, but not be limited to, the following:

   A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services required by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or material on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demand by the Contractor for any payment expected by virtue of this Agreement.

   B. The Contractor will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for Toho under this Agreement.

   C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

D. The Contractor shall maintain an adequate and competent staff and shall remain authorized to do business in the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor shall remain fully responsible for the satisfactory completion of all subcontracted work.

5. **STANDARD OF CARE.**

A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the requested Services in an efficient manner, consistent with Toho's stated Scope of Services and industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

6. **COMPENSATION.**

A. The amount paid under this Agreement for acceptable performance of Services, as more specifically described in Exhibit "A," shall be based upon the unit rates set forth in Exhibit "B" and shall not exceed $1,045,369.20 (One Million Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for the term of the Agreement.

B. Compensation for Services completed by the Contractor under this Agreement shall be paid in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego use of the Contractor for any project that may fall within the Scope of Services, as set forth in Exhibit "A." In the event Toho is not satisfied with the Services performed by the Contractor, Toho will hold any amounts due until the Contractor has appropriately addressed the problem to Toho's satisfaction, in its sole discretion.

7. **TERMINATION FOR CONVENIENCE.** Toho may terminate this Agreement, without cause, upon 30 days written notice to the Contractor prior to the effective date of such termination. The Contractor shall cease work in accordance with the directions set forth in the notice or, if the notice is silent, on the effective date of termination.

8. **TERMINATION FOR CAUSE.** Toho may terminate this Agreement, without further obligation, upon written notice to the Contractor, if the Contractor breaches any material term of the Agreement and such breach remains uncured for 30 days after receipt of said notice.

9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

A. In the event of termination of this Agreement by Toho, and not due to the fault of the Contractor, Toho shall compensate the Contractor for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, Toho shall compensation the Contractor for all authorized Services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from any delay occasioned by early termination. The Contractor shall in no way construe this provision as Toho's sole available remedy in the event of breach by the Contractor.

10. **INSURANCE.**

A. The Contractor shall procure and maintain the following types of insurance, with the respective limits indicated below, and shall provide evidence of the same to Toho, in the form of Certificates of Insurance, prior to the start of any work hereunder:

1) **Worker's Compensation:** The Contractor shall provide Workers' Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Workers' Compensation coverage for all its employees. The limits shall be in accordance with the limits set forth in Florida Statutes and $1,000,000 (One Million Dollars) for Employer's Liability.
2) **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than $1,000,000 (One Million Dollars).

3) **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles with limits not less than $1,000,000 (One Million Dollars).
4) **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000 (One Million Dollars).

B. The Contractor shall name "Tohopekaliga Water Authority" as a certificate holder and as an additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Workers' Compensation policies, and provide Toho with proof of the same.

C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of the Agreement, including renewals. The Certificate of Insurance shall be dated and include:

1) The name of the insured Contractor;
2) The specified job by name and job number;
3) The name of the insurer;
4) The number of the policy;
5) The effective date;
6) The termination date;
7) A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy; and
8) A waiver of subrogation in favor of Toho.
9) Coverage shall be primary and non-contributory.

D. Receipt of certificates or other documentation of insurance or policies, or copies of policies, by Toho or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

E. The Contractor shall ensure that any subcontractor(s), which hired to perform an of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance, in accordance with the requirements set forth herein. In addition, the Contractor shall maintain proof of the same on file and make the same readily available to Toho upon request.

11. **TOHO OBLIGATIONS.** At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the Services required under this Agreement.

12. **APPLICABLE LAW, VENUE, JURY TRIAL.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. Each Party Parties hereby waives their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or rules thereof that may direct the application of the laws of another jurisdiction.

13. **PUBLIC RECORDS COMPLIANCE.**

A. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

B. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor shall act on behalf of Toho, as provided under Section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of Section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
2) Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4) Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and

5) If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions, in accordance with this Agreement.

14. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of Toho for the purposes including, but not limited to, application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida's Workers' Compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment regarding the manner and means of carrying out the Contractor's activities and responsibilities under this Agreement.

15. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

16. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or as adopted at any time following the execution of this Agreement.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

18. **SOVEREIGN IMMUNITY.** Toho expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, which shall not exceed the dollar amount

for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against Toho, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

19. **BANKRUPTCY OR INSOLVENCY.** If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor; or if the Contractor shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the Contractor's operations of the premises, Toho may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

20. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

21. **ASSIGNMENT.** Assignment of this Agreement by the Contractor shall be subject to express written consent of Toho. Failure by Toho to provide such written consent shall deem any such assignment by the Contractor null and void.

22. **SEVERABILITY.** All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall continue in full force without being impaired or invalided in any way.

23. **WAIVER.** Failure by the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment of any such covenant, term, provision, condition, or right of election, which shall remain in full force and effect.

24. **NOTICE.** The Parties understand and mutually agree that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. In the event of any change to the addresses indicated below, written notice shall be provided by such Party to the other of such change. All notices required and/or made pursuant to this Agreement to Toho and the Contractor shall be in writing and provided by way of nationally recognized courier or United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Toho: Toho Water Authority
Attn: Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

Contractor: USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292

25. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

26. **ENTIRE AGREEMENT.** This Agreement, including any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement shall supersede any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this Section, Toho shall have the right to immediately terminate this Agreement, without liability and without regard to the notice requirements set forth in Section 7 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by Section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past 36 months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of 36 months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBLITY VERIFICATION (E-VERIFY)**

A. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.

C. The Contractor or any subcontractor who has a good faith belief that a person or entity, with which it is contracting, knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.

D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Contractor otherwise complied, shall immediately notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The Contractor acknowledges that upon termination of this Agreement by Toho for a violation of this section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor will be liable for any additional costs incurred by Toho as a result of the termination of the contract for violation of this section.

F. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

G. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: http://www/dhs/gov/E-verify.

32. **JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship by the Parties. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it uses in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep all books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours, by an authorized representative of Toho, and shall be retained by the Contractor for a period of three years, or as otherwise required under the applicable provisions of the State of Florida Record Retention Schedule, after termination or completion of the Agreement, including renewals, or until Toho's full audit is complete, whichever comes first. Toho shall retain the right to audit the books during the record retention period prescribed herein. All books, records, and accounted related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Toho also has the right to conduct and audit within 60 days from the date of execution of this Agreement by both Parties to determine whether the Contractor has the ability to fulfill its contractual obligations to Toho's satisfaction. Toho has the right to terminate this Agreement based upon its findings of such audit without regard to the termination provision set forth herein.

35. **PROJECT MANAGERS.** Toho and the Contractor have identified the individuals listed below as Project Managers, each of who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval by Toho. If Toho and the Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Notwithstanding the foregoing, Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced with another individual.

A. Toho's Project Manager contact information is as follows:

Tim Noyes, Asset Manager
Engineering / Asset Management
Toho Water Authority
951 Martin Luther King Blvd.

Kissimmee, Florida 34741
(407) 944-5040
tnoyes@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Eric McRoberts
USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292
(941) 725-2123
eric@ussiusa.com

36. **SCRUTINIZED COMPANIES.**

A. If this Agreement has a cumulative value that meets, or exceeds, $1,000,000 (One Million Dollars), then the Contractor must certify that it is not a "Scrutinized Company" pursuant to Section 287.135(2), Florida Statutes. A "Scrutinized Company" is a company that is:

1) on the "Scrutinized Companies that Boycott Israel List," created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
2) 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
3) engaged in business operations in Cuba or Syria.

B. To ensure compliance with Section 287.135(5), Florida Statutes, certification requirement, the Contractor must complete an "Affidavit of Non-Scrutinized Company Status," a copy of which is attached and incorporated by reference as Exhibit "C." The affidavit must be executed by an individual that is authorized to bind the Contractor and shall be properly notarized.

C. Pursuant to Section 287.135(3)(c), Florida Statutes, Toho may terminate this Agreement should the Contractor be found to:

1) have falsified its certification of non-scrutinized company status; or
2) subsequent to the submittal of the attached affidavit, the Contractor engages in activities that make it a "Scrutinized Company."

37. **SIGNATORY.** Each signatory below represents and warrants that he or she has the

full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

38. **COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES.** This Agreement may be electronically executed by the Parties in counterparts, up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Party at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement, in accordance with Parts I and II of Chapter 668, Florida Statutes.

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[SIGNATURES ON PAGE THAT FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby, by their duly authorized representatives, have executed this Agreement on the dates set forth below.

USSI, LLC, a Florida limited liability company

By: Dion Vlasak
Printed Name: Dion Vlasak
Title: CEO
Date:

Attest:
By: Eric McRoberts
Printed Name: Eric McRoberts
Address: 752 Commerce Drive
Venice FL 34292

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [X] physical presence or [ ] online notarization this 1 day of MAY, 2023, by Dion Vlasak, as CEO of USSI, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me or has [X] produced Driver License FLOR.IDA as identification.

Notary Public
Printed Name or Stamp:
My Commission No.:
My Commission Expires:

CHRIS-LEE MCCOMBS
Notary Public - State of Florida
Commission # HH 378693
My Comm. Expires May 12, 2027

TOHOPEKALIGA WATER AUTHORITY

By:
Henry Thacker, Chairman
Board of Supervisors
Date: MAY 10, 2023

Attest:
By:
William Land, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

EXHIBIT "A"

IFB-20-076 Solicitation

EXHIBIT "B"

Unit Price List

	Item / Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	$1,605.00	$ 1,605.00
2	Indemnification	1	Lump Sum	$ 107.00	$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$ 107.00	$ 107.00
4	Maintenance of Traffic	1	Lump Sum	$ 107.00	$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$ 0.36	$ 57,600.00
6	Seal Manhole Chimneys	801	Each	$ 353.10	$282,833.00
7	Insert Dishes into Manholes	801	Each	$ 37.98	$ 30,421.00
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$ 10.70	$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	$ 5.35	$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$ 138.03	$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	$ 92.02	$ 55,948.16
10	LS Basin Report	160,000	Linear Feet	$ 0.27	$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$ 0.14	$ 11,200.00
	TOTAL BASE BID				**$ 497,090.50**

EXHIBIT "C"

Contractor Certification Regarding Scrutinized Companies
(Agreements of $1,000,000.00 or more)

CONTRACTOR Name: USSI

CONTRACTOR FEIN: 65-0891727

CONTRACTOR's Authorized Representative Name: Dion Vlasak

Title: CEO

Address: 752 Commerce Drive Suite 15

City: Venice State: Florida Zip: 34292

Phone Number: 941-408-5091

Email Address: Dion@USSIUSA.COM

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

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[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: 5-1-2023
Authorized Signature

Print Name: Dian Viasak

Print Title: CEO

STATE OF Florida

COUNTY OF Sarasot

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of company or corporation acknowledging), a (company or corporation), on behalf of the (company or corporation). He/she is [ ] personally known to me or [X] has produced (type of identification) as identification.

_____
Notary Signature

Printed Name: Chris-Lee McCombs

My Commission No.: _____

My Commission Expires: _____

CHRIS-LEE MCCOMBS
Notary Public - State of Florida
Commission # HH 378693
My Comm. Expires May 12, 2027

ifb-20-076 amended and restated agreement final 4 19 23

Toho Water Authority
Bringing you life's most precious resource

Document Processing Form

(This form should remain with the document throughout processing)

Date: 5/9/2023 Requestor's Name: Jill Selby

Department: Procurement Extension: 3831

Title of Document: Approval of Amended and Restated Agreement

Project Number: IFB-20-076 Project Name: IN-FLOW ABATEMENT SERVICES

Requested Processing:	To be Completed by Processor	
Check all that apply	Processed By: (Initial)	Date:
☑ Board Signature: Board Meeting Date: 5/10/23 Agenda Item No.: 7N	**Executive Assistant to process:**	
☐ Executive Director's Signature		
☐ Notary		
☐ Forward to Legal Administrative Assistant for Recording		
Check all that apply	**Legal Administrative Assistant Notes:**	
☐ Forward to County Clerk for Recording. Select the applicable County or Counties: ☐ Osceola ☐ Orange ☐ Polk		
☐ Scan to Laserfiche & Notify Requestor		
☑ Return to Requestor		
☐ Dispose of Original		

Comments:


PS
PS

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-19 approving a temporary construction easement from the School Board of Duval County for temporary non-exclusive easement for construction and related purposes at Anchor Academy, subject to the terms in the easement agreement; authorizing the mayor to execute the easement agreement.

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: February 26, 2025

MEETING DATE: March 10, 2025

BACKGROUND: The City of Atlantic Beach is constructing a water main across Anchor Academy property off of Wonderwood Drive. This water main is part of the project that will ultimately result in an emergency potable water connection with Naval Station Mayport. This water main project will be funded 70% through a Defense Community Infrastructure Program grant.

The water main will be installed by trenching across the east side of the Anchor Academy property, connecting to an existing water main on Pioneer Drive and terminating at the property line of Naval Station Mayport. Construction activities on Anchor Academy property will require a temporary construction easement approved by the School Board of Duval County. The School Board of Duval County has approved the temporary construction easement to be executed by the Mayor. Following construction of the water main, the School Board of Duval County will grant a permanent easement for the water main.

BUDGET: N/A

RECOMMENDATION: Commission review and vote on Resolution No. 25-19

ATTACHMENTS: Proposed Resolution No. 25-19
Temporary Construction Easement Agreement

REVIEWED BY CITY MANAGER: _____

RESOLUTION NO. 25-19

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING A TEMPORARY CONSTRUCTION EASEMENT FROM THE SCHOOL BOARD OF DUVAL COUNTY FOR TEMPORARY NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION AND RELATED PURPOSES AT ANCHOR ACADEMY, SUBJECT TO THE TERMS IN THE EASEMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is extending a watermain along Wonderwood Drive and crossing Anchor Academy property to the property line of Naval Station Mayport; and

WHEREAS, as part of these improvements, temporary authorization for access to Anchor Academy property during construction is required; and

WHEREAS, the City requested and the School Board of Duval County has agreed to grant to the City a temporary non-exclusive easement for the staging of construction equipment and construction activities and related purposes, subject to the terms therein.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby approves and accepts the Temporary Construction Easement Agreement with the School Board of Duval County as set forth in Exhibit A, attached hereto and made a part hereof.

SECTION 2. The Mayor is hereby authorized to execute the attached temporary construction easement, Exhibit A, and such other documents as may be necessary to effectuate the purpose of this Resolution.

SECTION 3. This Resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Commission of the City of Atlantic Beach, Florida, 10th day of March 2025.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

Prepared by and return to:
Stephen Swann
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

RE #: 168330-0010

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "***Easement Agreement***") is made this _____ day of _____, 2024, by and between the **SCHOOL BOARD OF DUVAL COUNTY, FLORIDA** (the "**Grantor**"), whose address is 1701 Prudential Drive, Jacksonville, Florida 32207, and the **CITY OF ATLANTIC BEACH**, a body politic and corporate (the "**Grantee**"), whose business address is 800 Seminole Road, Atlantic Beach, Florida 32233.

WITNESSETH: The District, for and in consideration of consideration of the sum of Ten and 00/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. **Grant of Easement**. Grantor hereby gives, grants, bargains and releases unto Grantee, a temporary easement (this "**Temporary Easement**") for the purpose of providing additional work space with the construction of improvements associated with a public utilities project to be undertaken by Grantee (the **"Project"),** said Temporary Easement being located in, upon, over and through the following described land in Duval County, Florida, described as follows (the **"Easement Area"):**

See Exhibit A, attached hereto and incorporated herein by this reference.

For the duration of this Easement Agreement, Grantee shall have the right of reasonable ingress and egress over Grantor's property to access the Easement Area. Grantee shall also have the right to add stabilizing materials to portions of Grantor's property utilized by Grantee for ingress and egress to the Easement Area; provided, however, that upon completion of the Project, Grantee shall remove all such stabilizing materials from Grantor's property and restore those portions of Grantor's property to substantially the same condition as it existed prior to the Project. Grantee shall complete the Project on or before eighteen (18) months after execution of this Easement Agreement. Prior to commencement of any work on the Project, Grantee

NOTE TO CLERK: The property interest conveyed by this instrument is being transferred between two governmental entities. Accordingly, pursuant to Rule 12B-4. 014(10), FA C, no documentary stamp tax is due and payable in connection with this instrument.

shall obtain all necessary permits and approvals from jurisdictions with authority in accordance with all applicable laws, codes, rules and regulations. Nothing in this Easement Agreement shall be construed as a permit for the Project.

2. **Term of Easement**. This Easement Agreement shall automatically expire and terminate upon the earlier of: substantial completion of the Project or that date that is eighteen (18) months after the date this Easement Agreement is executed; provided however that upon the written request of the Grantor, Grantee shall execute and deliver for recordation a termination of easement in respect hereof.

3. **Indemnification**. Grantee shall indemnify, defend and hold harmless Grantor and its respective members, officers, employees, agents and representatives (the "Indemnified Parties") from any and all losses, costs, liens, claims, causes of action, liability, damages and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising from any personal injury or property damage incurred in connection with, or arising in any way from, the use of the Easement Area by Grantee, Grantee's representatives, contractors, or subcontractors unless such loss is caused or alleged to be caused solely by the negligence or fault of the Grantor. This indemnity does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. If Grantee contracts with contractors or subcontractors in any way related to the Easement, Grantee shall require said contractors and subcontractors to comply with the indemnity requirements attached hereto as **Exhibit B**.

4. **Insurance**. During the term of this Agreement, Grantee shall maintain its status as a Florida self-insured entity. Upon request, Grantee will provide Grantor with a letter of self-insurance confirming coverage for general and automotive liability and Florida workers' compensation. If Grantee contracts with contractors or subcontractors in any way related to the Easement, Grantee shall require said contractors and subcontractors to comply with the insurance requirements attached hereto as **Exhibit C**.

5. **Successors and Assigns**. The burdens of this Easement Agreement shall run with title to the Easement Area, and all benefits and rights granted hereunder shall be appurtenant to the interest of the parties hereto. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Use; Compliance with Laws**. Subject to the provisions hereof, Grantee shall have the right to use the Easement Area for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor's sole discretion). Grantee shall comply with all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Area, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Area, or any part thereof.

7. **Severability**. The invalidity of any provision contained in this Easement Agreement shall not affect the remaining portions of this Easement Agreement, provided that such remaining portions remain consistent with the intent of this Easement Agreement and do not violate Florida law, which law shall govern this Easement Agreement.

8. **Construction**. The parties acknowledge that each party has reviewed and revised this Easement Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement Agreement.

9. **Notices**. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, with confirmed receipt, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

As to the District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Attn: Real Estate Director

With copy to:
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Real Estate Divisions

As to COAB:
Atlantic Beach Public Utilities Department
902 Assisi Lane
Jacksonville, Florida 32233
Attn: Utility Director

With copy to:
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233
Attn: Finance Director

Notices shall be deemed given when received or three (3) days after mailing, whichever occurs first, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

10. **Modification and Waiver**. This Easement Agreement shall not be modified or amended and no waiver of any provision shall be effective unless set forth in writing and signed by both parties.

11. **Jurisdiction**. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Easement Agreement shall be brought in Duval County, Florida, either in the State or Federal courts. Both parties hereby waive any objections to the laying of venue in any such courts.

[Signatures on following page.]

IN WITNESS WHEREOF, Grantor has executed this Easement Agreement as of the day and year first above written pursuant to the authority of Ordinance 2018-871-E and Section 122.430.1 (b), *Jacksonville Ordinance Code*.

Signed, sealed and delivered in
Our presence as witnesses:

GRANTOR:

THE SCHOOL BOARD OF
DUVAL COUNTY, FLORIDA

_____ By: _____

Print Name:_____ Print: _____

_____ Its: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____day of _____, 20204 by _____, as the _____ of The School Board of Duval County, Florida, who [_] is personally known to me or [_] has produced _____ as identification.

_____
Name:_____
Notary Public, State of Florida
My commission expires:_____
Commission no.: _____

(NOTARIAL SEAL)

Form Approved:

By:_____
Office of General Counsel

Signed, sealed and delivered in
Our presence as witnesses:

_____

Print Name:_____

_____

Print Name:_____

GRANTEE:

CITY OF ATLANTIC BEACH,
a body politic and corporate

By: _____

Print: _____

Its: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____day of _____, 20204 by _____, as the _____ of The School Board of Duval County, Florida, who [_] is personally known to me or [_] has produced _____ as identification.

_____
Name:_____
Notary Public, State of Florida
My commission expires:_____
Commission no.: _____

(NOTARIAL SEAL)

EXHIBIT A
("Easement Area")

MAP SHOWING SURVEY OF:

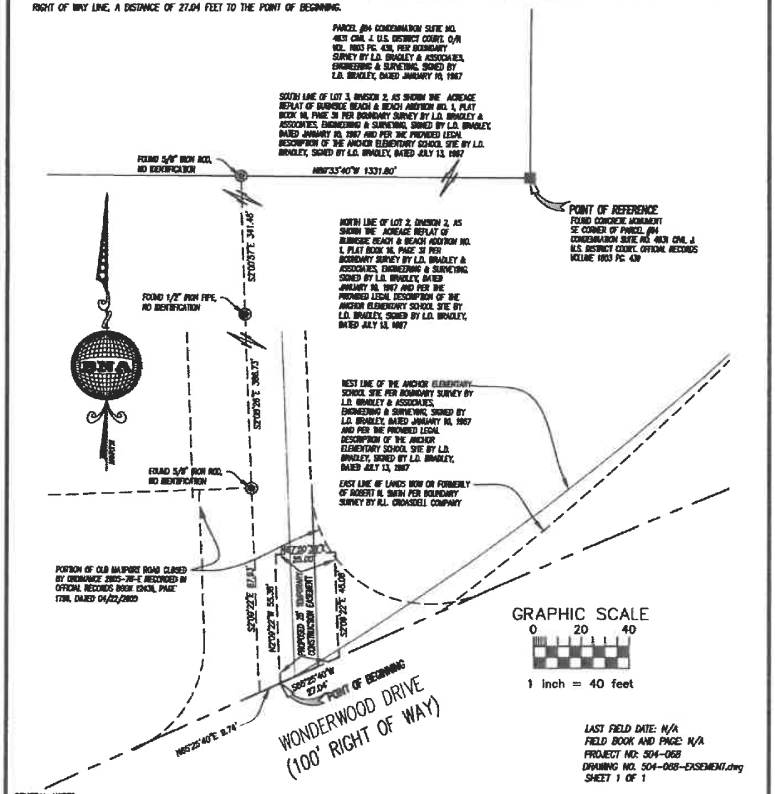
A PORTION OF LOT 2, DIVISION 2, ANDREW DEWEES GRANT
DUVAL COUNTY, FLORIDA.

LEGAL DESCRIPTION: 25 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 2, DIVISION 2, ANDREW DEWEES GRANT, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF PARCEL @84 CONDEMNATION SUITE NO. 4831 CIVIL J. U.S. DISTRICT COURT OFFICIAL RECORDS VOLUME 1803 PAGE 439; THENCE NORTH 89°33'40" WEST, ALONG THE NORTH LINE OF LOT 2, DIVISION 2, AS SHOWN THE ACREAGE REPLAT OF BURNSIDE BEACH & BEACH ADDITION NO. 1, PLAT BOOK 16, PAGE 31 PER BOUNDARY SURVEY BY L.D. BRADLEY & ASSOCIATES, ENGINEERING & SURVEYING, SIGNED BY L.D. BRADLEY, DATED JANUARY 10, 1967 AND PER THE PROVIDED LEGAL DESCRIPTION OF THE ANCHOR ELEMENTARY SCHOOL SITE BY L.D. BRADLEY, SIGNED BY L.D. BRADLEY, DATED JULY 13, 1967 A DISTANCE OF 1331.80 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION; THENCE SOUTH 2°08'26" EAST, A DISTANCE OF 396.73 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION; THENCE CONTINUE SOUTH 2°08'26" EAST, A DISTANCE OF 87.63 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WONDERWOOD DRIVE (A 100 FOOT WIDE RIGHT OF WAY); THENCE NORTH 65°25'40" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 9.74 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 2°09'22" WEST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 55.38 FEET; THENCE NORTH 87°50'38" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 2°09'22" EAST, A DISTANCE OF 45.06 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WONDERWOOD DRIVE; THENCE SOUTH 65°25'40" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 27.04 FEET TO THE POINT OF BEGINNING.



GENERAL NOTES:
1. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 2, DIVISION 2, ANDREW DEWEES GRANT, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 29 EAST, DUVAL COUNTY, AS BEING NORTH 89°33'40" WEST.
2. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND BRADSHAW-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
3. THIS IS A SKETCH AND DESCRIPTION OF A 25 FOOT TEMPORARY CONSTRUCTION EASEMENT ONLY AND DOES NOT ADDRESS ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY.
4. UNDERGROUND UTILITIES OR FOUNDATIONS WERE NOT LOCATED BY THIS SURVEY.

THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER OR FLORIDA CERTIFICATE NUMBER HEREON

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 5J-17.051 & 5J-17.052 F.A.C.

Albert D Bradshaw
Digitally signed by Albert D Bradshaw
Date: 2024.09.25 12:45:15 -04'00'
SIGNATURE OF SIGNATURE
ALBERT D. BRADSHAW, P.S.M., PLS, FLORIDA CERTIFICATION NO. 5557

BRADSHAW-NILES and ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS No. 6824
3520 LEWIS SPEEDWAY
ST. AUGUSTINE, FLORIDA 32084
(904) 829-2591 FAX: (904) 829-5070

EXHIBIT B

INDEMNIFICATION

Grantee's contractors and subcontractors (the "Indemnifying Party/Parties") shall hold harmless, indemnify, and defend the City of Jacksonville and 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 Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Easement Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement 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 Agreement; and

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their 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 Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Grantee's contractors and subcontractors shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$ 1,000,000	Each Accident
	$1,000,000	Disease Policy Limit
	$1,000,000	Each Employee/Disease

This insurance shall cover the Grantee's contractor or subcontractor (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.

Commercial General Liability	$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.

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA000 1) as filed for use in the State of Florida.

Professional Liability	$1,000,000	per Claim and Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk/ Installation Floater **100% Completed Value of the Project**

The Builder's Risk/Installation Floater policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum $10,000.00 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability	$1,000,000	per Loss
	$2,000,000	Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability	$1,000,000	per Loss
	$2,000,000	Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Additional Insurance Provisions

A. Additional Insured. All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured.

B. 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.

C. Contractor's/Subcontractor's Insurance Primary. The insurance provided by the Grantee's contractor or subcontractor 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.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State 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. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

F. Contractor's/Subcontractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the contractor or subcontractor, its employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

G. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-20 authorizing the City Manager to execute a Hazard Mitigation Grant Program contract modification for partial funding of the Aquatic Gardens Drainage project; authorizing the city manager to subsequently execute a contract with Jax Utilities Management, Inc, for construction of the project.

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: February 26, 2025

MEETING DATE: March 10, 2025

BACKGROUND: The City of Atlantic Beach is constructing drainage improvements in Hopkins Creek adjacent to the Aquatic Gardens neighborhood, the Aquatic Gardens Drainage Project. The purpose of this project is to improve the hydraulic capacity of Hopkins Creek during heavy rainfall events. The original design for the drainage improvements included dredging the Aquatic Gardens stormwater pond and installing a sheet pile wall adjacent to the Atlantic Village shopping center. This project was selected by the Florida Division of Emergency Management (FDEM) for funding under the Hazard Mitigation Grant Program which provided reimbursement for up to 75% of the project cost.

The City advertised this project for bids and received one bid from Jax Utilities Management, Inc. Although Jax Utilities Management, Inc. is a well-qualified firm, their bid was well over budget. Staff met with Jax Utilities Management, Inc. and the design engineer, Jones Edmunds Associates, to value engineer the project to reduce costs while providing a similar level of protection from severe rainfall events as the originally proposed project. The result of this effort was a modified project that eliminated the sheet pile wall and pond dredging, but included ditch modifications, pond headwall modifications and the replacement of the culvert at the entrance to the shopping center off of Aquatic Drive.

The value engineered project results in very similar performance as the originally conceived project. The value engineered cost from Jax Utilities Management, Inc. of $2,795,000 still exceeded available budget so the City requested a scope of work and budget increase from FDEM.

FDEM notified the City on February 19, 2025, that the scope of work change and budget increase was approved by the Federal Emergency Management Agency. FDEM indicated that executing the contract modification to incorporate these changes can sometimes take up to two months due to the agency internal programmatic and legal reviews process.

To help expedite the initiation of construction by Jax Utilities Management, staff recommends that the City Commission authorize the City Manager to execute the HMGP contract modification when received from FDEM. When the HMGP contract is fully executed, staff recommends that the City Commission authorize the City Manager to execute a contract with Jax Utilities Management, Inc. for construction of the Aquatic Gardens Drainage Project.

BUDGET: $2,795,000

RECOMMENDATION: Commission review and vote on Resolution No. 25-20

ATTACHMENTS: Proposed Resolution No. 25-20
Exhibit A - Jax Utilities Management, Inc. Quote for Construction

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A HAZARD MITIGATION GRANT PROGRAM CONTRACT MODIFICATION FOR PARTIAL FUNDING OF THE CONSTRUCTION OF THE AQUATIC GARDENS DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER TO SUBSEQUENTLY EXECUTE A CONTRACT WITH JAX UTILITIES MANAGEMENT, INC. FOR CONSTRUCTION OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City was awarded a Hazard Mitigation Grant Program (HMGP) grant for drainage improvements in Hopkins Creek adjacent to the Aquatic Gardens neighborhood, the Aquatic Gardens Drainage Project; and

WHEREAS, the cost of the project exceeded available grant funding and the City requested and received approval from the Florida Division of Emergency Management (FDEM) for a scope of work change and budget increase to $2,934,751 for the Aquatic Gardens Drainage Project HMGP grant; and

WHEREAS, this HMGP grant will fund 75% of the construction cost of the Aquatic Gardens Drainage Project; and

WHEREAS, the scope of work change and budget increase requires a contract modification with FDEM that may take up to two months for FDEM to develop; and

WHEREAS, the City advertised a request for bids for construction of the Aquatic Gardens Drainage Project and the lowest qualified bidder was Jax Utilities Management, Inc. with a price of $2,795,000 for the work described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby authorizes the City Manager to execute a contract modification for the Aquatic Gardens Drainage Project HMGP grant when received from FDEM.

SECTION 2. The City Commission hereby authorizes the City Manager to execute a contract with Jax Utilities Management, Inc. in the amount of $2,795,000 for construction of the Aquatic Gardens Drainage Project and such other documents as may be necessary to effectuate the purpose of this Resolution.

SECTION 3. This Resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Commission of the City of Atlantic Beach, Florida, 10th day of March 2025.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

EXHIBIT A

JAX UTILITIES MGMT. INC. 779-5353 CUC043128

Serving NE Florida Since 1974

Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

Project: **Aquatic Drive - Channel & Box Culvert** Date: **10/2/2024**

Contractor: Jax Utilities Management
Design: Jones Edmunds

Proposal & Schedule of Values

Mobilization			
General Conditions	1.00 LS		
		Subtotal	$201,547.75
NPDES			
NPDES Fee	1.00 EA		
NPDES Reporting	1.00 LS		
		Subtotal	$12,453.55
Survey & Asbuilt			
Surveying	1.00 LS		
As Builts	1.00 LS		
		Subtotal	$71,060.40
Testing			
Density Testing	1.00 LS		
		Subtotal	$19,739.00
Erosion Control			
Rip Rap	1,655.00 SY		
Silt Fence [regular]	805.00 LF		
Floating Turbidity Barrier	90.00 LF		
Inlet Protection	6.00 EA		
		Subtotal	$439,008.16
MOT			
Maintenance of Traffic	1.00 LS		
		Subtotal	$49,347.49
Demolition			
Demolish Box Culvert	62.00 LF		
Demolish Curb	135.00 LF		
Demolish Asphalt	350.00 SY		
Demolish Inlets & Manholes	3.00 EA		
Demolish Pipe	166.00 LF		
		Subtotal	$192,939.84
Clearing			
Clear & Haul	1.00 LS		
		Subtotal	$51,374.15

Excavation			
Channel & Pond Dewatering	1.00 LS		
Channel Excavation	1.00 LS		
		Subtotal	$499,094.14
Grading			
Finish Grade	5,930.00 SY		
Dress Out	2,650.00 LF		
		Subtotal	$65,536.40
Grassing			
Site Sod	5,550.00 SY		
		Subtotal	$43,845.00
Roadway			
12" LBR 40 Stabilization	380.00 SY		
8" Limerock Base	380.00 SY		
Prime Limerock	380.00 SY		
3" Asphalt	95.00 SY		
2.5" Asphalt	255.00 SY		
Striping & Signs	1.00 LS		
		Subtotal	$184,978.44
Concrete Curb			
18" Type "A" Curb & Gutter	135.00 LF		
		Subtotal	$7,994.70
Handrail			
Handrail	100.00 LF		
		Subtotal	$19,739.00
Sheetpiling			
Sheetpile Wall	30.00 LF		
Temporary Sheetpile Wall	125.00 LF		
		Subtotal	$218,311.30
Storm Drain			
Dewatering For Storm	1.00 LS		
Trench Protection For Storm	32.00 LF		
Type E Inlet 4-6' Deep	2.00 EA		
Type F Inlet 6-8' Deep	1.00 EA		
Inverts	3.00 EA		
Top Adjustments	3.00 EA		
15" MES	1.00 EA		
24" "U" Type Endwall	1.00 EA		
Box Culvert Headwall	2.00 EA		
15" RCP	24.00 LF		
24" RCP	18.00 LF		
36" RCP	12.00 LF		
Box Culvert	72.00 LF		
Punch Out Storm	54.00 LF		
		Subtotal	$718,030.68
		Total Price	**$2,795,000.00**

The items below are expressly EXCLUDED from this proposal:

General

1 All engineering, design, and associated permits needed to perform the work are provided by the Owner/General Contractor.
2 Payment and performance bonds are excluded.
3 Special insurances i.e. builder's risk, pollution, terrorism, excess liability and/or umbrella are excluded.
4 Owner or general contractor shall provide a verified benchmark, and 2 horizontal control points for the work.
5 Job trailer or leased construction office is excluded.
6 Temporary utilities, meters, etc. for job trailers or otherwise are excluded.
7 No provision has been made for an offsite lay down yard.
8 Concrete wash out areas/clean-up are excluded.

NPDES & Erosion Control

9 Maintenance of and removal of the erosion control measures after completion of the work is excluded and is the responsibility of the GC or the Owner.

Maintenance of Traffic

Demolition

10 Demolition and coring of existing structures/buildings is excluded.
11 If removal of septic tanks and drain fields is required to be done by a licensed plumber, it will be excluded.
12 Removal or relocation of existing boats, trash, vehicles, mobile homes, and buildings is excluded.

Clearing & Earthwork

13 If clearing debris cannot be burned on site, it must be cut or chipped an hauled off site. Cutting, chipping, and hauling
14 clearing debris off site is excluded.
15 **Removal, disposal, and replacement of unsuitable materials including, but not limited to,**
16 **muck, marl, silt, clay, organics, peat, rock, shell, coquina, hard pan, buried debris, trash, general debris, foreign objects,**
17 **pollution, contaminants, hazardous materials, or any other condition is excluded.**
18 Site surcharging to facilitate consolidation of unsuitable materials and associated testing is excluded.
19 Dewatering and abatement of natural springs or wells is excluded.
20 All design, dewatering, excavation, and installation of retaining walls or pipe penetrations through walls are excluded.
21 All design, dewatering, excavation, and installation of pond liners or pipe penetrations through liners are excluded.

Base & Paving
Curbs & Concrete
Fences
Guardrail & Handrail
Retaining Walls
Brick Pavers

Utilities

22 Water & sewer capacity fees are excluded.
23 Water meters, bypass piping, meter fees, etc. are excluded.
24 Dewatering and trench protection is included for typical utility installation.
25 **Special dewatering measures and engineered dewatering and trench protection plans are excluded.**
26 **Relocation of existing utilities including, storm drain, water, sewer, gas, CATV is excluded.**
27 Light pole holding, removal, or relocation is excluded.
28 Electric service to lift stations is excluded.
29 Electric, CATV, and telephone relocations and/or adjustments are excluded.
30 Electrical and lighting conduits, sweeps, pads, and associated work is excluded.
31 Electrical installation for construction trailer is excluded.
32 Electrical, irrigation, cable, gas main, and telephone sleeves are excluded.
33 Removal, relocation, or replacement of overhead electric and poles is excluded.

Landscaping & Irrigation

34 Landscaping, landscape lighting, and irrigation is excluded.

Wetland Mitigation & Creation

35 All wetland mitigation & creation is excluded.

Special Features

36 All special features e.g. : [trash cans, benches, wash stations, mailboxes, grills/picnic areas, dog waste stations, dog parks, playground equipment, water fountains, play courts, bicycle racks, docks, boat ramps, water features, entry signs, monuments, etc.] are excluded.

Terms & Conditions

Acceptance & Disputes

1 This proposal is offered for acceptance within thirty (30) days from the date shown above. After this date, the proposal is subject to confirmation by Jax Utilities Management, Inc. Upon the execution and delivery of this document to Jax Utilities Management, Inc., this shall constitute a legal contract. Any contract or purchase order issued to Jax Utilities Management, Inc. shall include or reference this proposal. This contract shall be governed by the laws of the State of Florida and any disputes shall be settled by mediation and arbitration in Duval County, FL.

Payment

2 Monthly progress payments shall be paid the 10th of the month for all work performed and invoiced by the 25th of the prior month unless otherwise clarified herein. Final payment shall be due upon completion of all punch lists provided for work performed by Jax Utilities Management, Inc. All payments shall be made to Jax Utilities Management, Inc., 5465 Verna Blvd. Jacksonville, FL 32205.

NTO's & Liens

3 Recorded Notice of Commencement and any project information required by Jax Utilities Management, Inc. to issue a notice to owner shall be provided by the GC or Owner prior to commencement of work. If agreed payment terms are not adhered to, Jax Utilities Management, Inc. will pursue it's legal remedies including lien rights, suspension of the work, suspension of the contract time, and demobilizaiton until payment is made. All past due payments will accrue interest at the maximum rate allowable by law together with costs for collection of any late payments including, but not limited to, attorney's fees.

Changes in the Work

4 Any work not specifically mentioned herein shall be considered a change in the work. Any change in work or work not covered according to this proposal shall be considered a change order and subject to additional pricing and approval prior to commencement of work. Where there is a variance between the plans and specifications and this proposal, the scope of work quoted herein will supersede the plans and specifications. Time & materials / force account work will be billed and paid for separately from the work performed herein. Any force account work shall be approved by the Jax Utilities Management, Inc. prior to commencement. No retainage shall be withheld from force account work and payment is due upon completion.

Delays to the Work

5 Jax Utilities Management, Inc. is not responsible for delays of the work schedule due to strikes, acts of God, terrorism, pandemics, government mandates, labor disputes, accidents, delays caused by the Owner or Owner's contractors or representatives, inclement weather, or any other incidents beyond the control of Jax Utilities Management, Inc.

Acceptance:

	Jax Utilities Management, Inc.
Signed: _____	Signed: _____
By: _____	By: _____
Date: _____	Date: _____

Thank you for the opportunity to quote this project.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-21 Authorizing the City Manager to execute a design-build contract with ACON Construction Company for the renovation of the Marsh Oaks Community Center.

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: February 27, 2025

MEETING DATE: March 10, 2025

BACKGROUND: Public Works is seeking approval to enter into a contract with ACON Construction Company for the renovation of the Marsh Oaks Community Center at 100 West 1st Street. The proposed renovations include architectural design services, wind mitigation activities to meet the 140-mph wind (structural roof & wall framing, replacement of roof, doors & windows) and interior & exterior renovations to the building.

ACON Construction company has a design-build construction contract with the City of Jacksonville that the City has an ability to piggy-back off of. ACON Construction Company is currently completing the renovation of the lifeguard station under this contract. The guaranteed maximum price provided by ACON Construction Company for the renovation work is $719,793.13 as described in Exhibit A.

The renovation project is almost entirely grant funded. The City received a Hurricane Loss Mitigation Program (HLMP) grant through the Florida Division of Emergency Management in the amount of $220,000 for wind mitigation activities. The City obtained a commitment from the City of Jacksonville for $500,000 for building renovations.

Wind mitigation activities must be initiated quickly and be completed by June 1st, 2025 to meet the HLMP grant deadline. Interior and exterior renovations will occur at a slower pace and will be guided via community input through public meetings.

Separate from this request is additional funding obtained via a Community Development Block Grant in the amount of $196,751 for the demolition and replacement of the parking area and landscaping. A request for bids for this portion of the project will be advertised later this year.

BUDGET: $719,793.13

RECOMMENDATION: Commission to review and approve Resolution No. 25-21 directing the City Manager to modify the budget to add $719,793.13 for renovation expenses associated with the Marsh Oaks Community Center and enter into a contract with ACON Construction to complete the renovations.

ATTACHMENTS: Proposed Resolution No. 25-21
Exhibit A – ACON Quote for Renovations

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 25-21

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN-BUILD CONTRACT WITH ACON CONSTRUCTION COMPANY FOR THE RENOVATION OF THE MARSH OAKS COMMUNITY CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City purchased the former assisted living facility located at 100 W. 1st Street with the intention of renovating the building and creating the Marsh Oaks Community Center; and

WHEREAS, significant renovations are required to bring this building up to current building codes and adapt it to a community center; and

WHEREAS, grant funding in the amount of $916,751 for the renovation project will available in the City's Fiscal Year 2024-25 budget prior to contract execution; and

WHEREAS, the City will be "piggy-backing" and retaining the construction services procured in the ACON Construction Company contract with the City of Jacksonville, as authorized by Section 2-336(6), City Ordinance Code; and

WHEREAS, the City desires to contract with ACON Construction Company to provide design-build services for the project, including wind mitigation activities and interior & exterior renovations at a price not to exceed $719,793.13 with the remaining budgeted funding being reserved for parking lot renovation and landscaping.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby authorizes the City Manager to contract with ACON Construction Company for design-build services at the Marsh Oaks Community Center at a price not to exceed $719,793.13.

SECTION 2. The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this resolution.

SECTION 3. This Resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Commission of the City of Atlantic Beach, Florida, 10th day of March 2025.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Jan 30, 2025

City of Atlantic Beach (COAB)
800 Seminole Road
Atlantic Beach, FL 32233

Attention: Mr. Steve Swann, P.E.
City Engineer
Reference: Veterans Park Building Phase 1 Upgrades and Design
COJ DB Contract #71629—22 "Piggyback"

Mr. Swann,

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.
The scope of this project is to harden the exterior of the building at 100 W 1st Street and to provide limited renovations to the interior of the building for use in creating a community or senior center to activate the building. Allowances are provided in most cases as design work has not yet started, but time is of the essence. The design portion of the work will focus on bringing the building up to code and providing for the proposed final building plans. The construction work proposed will enable the building to have a wide-open floor plan to facilitate the future buildout. Allowances will be exhausted to complete as much of the final design as is possible. A limited contingency is also included since the contract allowable contingency of $108,000 is well outside current available budget.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $719,793.13.

The Guaranteed Completion Date (GCD) will be 240 days from receipt of Notice to Proceed. The building hardening will be completed by June 1st, 2025, if a contract is awarded by March 1st, 2025.

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 71629-22 COAB "PIGGYBACK"

Veterans Park Building Hardening and Renovation **DATE: 1/30/25**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	40	$110.00	$4,400.00
	Supervision	Hrs	600	$75.00	$45,000.00
	Administration	Hrs	30	$75.00	$2,250.00
	Architect and MEP Design	Al	1	$50,925.00	$50,925.00
	Structural Engineering Enhancement for All Framing (*Hardening Item)	Al	1	$8,000.00	$8,000.00
	Structural Roof and Wall Framing Enhancement Allowance (*Hardening Item)	Al	1	$100,000.00	$100,000.00
	New Asphalt Shingle Roof (*Hardening Item)	LS	1	$44,275.00	$44,275.00
	Fire Sprinkler Allowance	Al	1	$25,000.00	$25,000.00
	HVAC & Plumbing Allowance	Al	1	$120,000.00	$120,000.00
	New Openings Allowance (*Hardening Item)	LS	1	$32,000.00	$32,000.00
	Electrical Allowance	Al	1	$82,000.00	$82,000.00
	Repair Exteriors Allowance (UES Report)(*Hardening Item)	Ai	1	$35,725.00	$35,725.00
	Interior Renovation	Al	1	$100,000.00	$100,000.00
	ACON Limited Contingency	LS	1	$20,000.00	$20,000.00
	Subtotal				**$669,575.00**
	DB Fee	LS	1	$50,218.13	$50,218.13
				TOTAL	**$719,793.13**

A Plus Construction Services, Inc.
96150 Dowling Dr
Yulee, FL 32097
9046120597
chas.aplus@yahoo.com

Estimate

A PLUS CONSTRUCTION SERVICES

CGC1529403 CCC1330803

ADDRESS
ACON Construction Co Inc
3653 Regent Blvd S-401
Fl
Jacksonville, FL 32224

ESTIMATE #	DATE
1122	~~07/23/2024~~ UPDATED/REVIEWED 1/30/25

P.O. NUMBER
Atlantic Beach Veterans Park

DESCRIPTION	QTY	AMOUNT
Remove existing roofing system, and dispose of the debris into dumpsters Furnish and Install peel and stick secondary water barrier on entire roof deck Furnish and Install new Architectural Asphalt Shingles Furnish and Install all accessories for all penetrations Furnish and Install new continuous ridge vent system Lifetime Material Warranty GAF Weather Stopper System Plus Warranty 10 year Workmanship Warranty Woodwork is additional. Additional $60.00 per sheet of 15/32 CDX or 7/16 OSB plywood, $6.00 per LF of dimensional lumber. GAF Timberline HDZ Asphalt Shingles - 50 Year, 130MPH Rated GAF Seal-A-Ridge (25') GAF Cobra Rigid Vent 3 Exhaust Ridge Vent w/ Nails - 11-1/2" (4') GAF ProStart Starter Shingle Strip (120') GAF WeatherWatch Ice & Water Shield Aluminum Drip Edge - .040 Aluminum - 3" (10') Bullet Boot Pipe Flashing - 1 1/2"	1	35,650.00

DESCRIPTION	QTY	AMOUNT
Bullet Boot Pipe Flashing - 2" Bullet Boot Pipe Flashing - 3" Bullet Gooseneck Vent with Damper - 10" Roof Accessories $		
Install .040 Aluminum Kynar500 coated Pac-Clad Fascia Metal Pac-Clad Aluminum Fascia - .040 - Kynar 500 PAC-CLAD Touch Up Paint (2 oz) Fascia Labor	1	4,600.00
Install Aluminum K style seamless gutters and downspouts K-Style .032 Seamless Aluminum Gutters - 6" D Square .032 Aluminum Downspouts - 4"x5"	1	4,025.00
	TOTAL	**$44,275.00**

Accepted By

Accepted Date

V·R·L
Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP
10609 Old St. Augustine Road
Jacksonville, Florida 32257
904-723-3695

30 Jan 2025

Acon Construction Company, Inc.
3653 Regent Blvd, #401
Jacksonville, FL 32224

Attn: David Sypniewski, President

Re: Concept Design Services for the
City of Atlantic Beach Veterans Park Building
100 West 1st Street
Atlantic Beach, Florida

Subject: Professional Fee Proposal

David:

VRL Architects proposes to conceptualize a re-purposing of this existing building from a multi-residential Facility to a community (Senior) center. We anticipate the community center will include a large gathering hall, a warming kitchen, a few offices, chair & table storage and group restrooms. The functional program will be confirmed through meetings with the officials from the City of Atlantic Beach.

VRL Architects will prepare Schematic Floor Plans and building elevations based on approval from the City of Atlantic Beach. VRL Scope of Work will include two design meetings with the City of Atlantic Beach. VRL will follow up with Permit Documents to implement the Concept Drawings within the Contractor's described budget of $720,000 including consulting design fees. Construction Administration will include reviewing Contractor's submittals as needed and site visits at the request of the Contractor and Owner.

Mechanical, Electrical and Plumbing engineering will be provided by M.V. Cummings Engineers, Inc. the MEP Scope of Work to be as follows:

- Provide MEP & FA Design Services to Renovate Approximately 4,500sf of Existing Building.
- Revise Electrical Interior Services as needed, Combine, Reuse as is or provide new service.
- Revise Electrical Power and Lighting to match new floor plan.
- Provide Demolition Plans for MEP disciplines per new Floor Plan.
- Upgrade HVAC units and Revise ductwork to match new usage. Provide new HVAC units if required.
- Provide new sanitary and domestic water for Restrooms and Warming Kitchen.
- No Commercial Kitchen Hood Design Included in this scope.
- Provide Fire Alarm for Assembly area and surrounding areas as required by FBC.
- No Fire Sprinkler System Design to be provided Not Included.

- Use existing Sanitary and Water Line service to Facility.
- No Irrigation system to be provided.
- Provide Energy Calculation & Forms for Permitting Purposes.
- Shop Drawing Review is to be provided.
- No Scheduled Construction Inspections to be provided.
- Provide one MEP Substantial inspection, others are upon request on an Hourly Rate - (See Attachment B) or sum Quoted basis with Pre-Approval.
- As-Builts Final Drawing update from contractors' mark-ups.
- No Book Specifications, Specs to be on Plans.
- No Photo Metrics Design nor printout to be provided.
- No Parking Lot Lighting (New or Upgraded).

Structural Engineering will be provided by Atlantic Engineering Services. The structural design will address the sustained design wind speed of 140 mph.

The design team will coordinate with ACON Construction to confirm materials and constructability as required.

Compensation for the above outlined services will be as follows:

Structural engineering (AES)	$ 8,000.00
MEP engineering (MVC)	$17,925.00
Architectural Design and Project Management (VRL)	$33,000.00
Total Lump sum Fee:	**$58,925.00**

Additional Services will be invoiced in accordance with the following hourly rate schedule

Title	**Hourly Rate**
Principal Architect	$250
Principal Engineer	$300
Engineer	$200
Production Chief	$150
Designer Engineer	$150
Construction Reviewer	$190
CADD Technician	$110
Clerical Engineer $	$110

We are able to begin our work at this time. A signature below will constitute acceptance of this proposal.

Sincerely,

VRL Architects, **Inc.**

Stephen F. Lazar AIA, LEED AP

Accepted for ACON Construction Company, Inc.

J:\2407 City of Atlantic Beach Veterans Park\AA\1.1 Owner\Agreements\29 Jan 2025 Atlantic Beach Florida Proposal.docx

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-22 authorizing the City Manager to execute task orders with Hanson Professional Services to complete design of the Cutlass Drive box culvert expansion and ditch widening project.

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: February 27, 2025

MEETING DATE: March 10, 2025

BACKGROUND: As part of overall drainage improvements in the Hopkins Creek drainage ditch adjacent to the Aquatic Gardens neighborhood, Public Works intends to expand the box culvert at Cutlass Drive to improve hydraulic performance of the Hopkins Creek drainage ditch. As part of this project, the Hopkins Creek drainage ditch between Cutlass Drive and the Aquatic Gardens pond will be widened to provide additional stormwater runoff storage capacity.

Hanson Professional Services completed a feasibility study and 30% design of the improvements in 2024. To finalize the design and prepare this project for advertisement for bids, the City requested proposals from Hanson Professional Services for 100% design services. Hanson Professional Services submitted two proposals for this work, one for the culvert design and one for the ditch widening design, in the amount of $34,502 and $49,525, respectively. The proposals are attached as Exhibits A & B.

The City will be reimbursed for 90% of the cost the design services for the culvert expansion via a Hazard Mitigation Grant Program grant. 90% of the construction costs will also be covered under this grant. The design services required for the ditch expansion are not reimbursable under this grant but the cost of construction will be covered 100% under a State Appropriation for $1,000,000.

Staff recommends that the City Commission authorize the City Manager to execute contracts with Hanson Professional Services to complete the design of both the Cutlass Drive box culvert expansion and the Hopkins Creek ditch widening projects.

BUDGET: $84,027

RECOMMENDATION: Commission review and approve Resolution No. 25-22

ATTACHMENTS: Proposed Resolution No. 25-22
Exhibit A – Proposal for Cutlass Drive box culvert final design
Exhibit B – Proposal for Hopkins Creek ditch widening final design

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 25-22

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDERS WITH HANSON PROFESSIONAL SERVICES TO COMPLETE DESIGN OF THE CUTLASS DRIVE BOX CULVERT EXPANSION AND DITCH WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of overall drainage improvements in the Hopkins Creek drainage ditch adjacent to the Aquatic Gardens neighborhood, Public Works intends to expand the box culvert at Cutlass Drive to improve hydraulic performance of the Hopkins Creek drainage ditch and widen the drainage ditch between Cutlass Drive and the Aquatic Gardens pond; and

WHEREAS, Hanson Professional Services, a professional services provider contracted with the City to provide continuing engineering services, has completed a feasibility study and 30% design of the proposed improvements; and

WHEREAS, the City will be reimbursed for 90% of the design cost and 90% of the eventual construction cost of the culvert expansion via a Hazard Mitigation Grant Program grant and 100% of the eventual construction cost of the ditch expansion not to exceed $1,000,000 via a state appropriation; and

WHEREAS, Hanson Professional Services submitted proposals for the final design work required for the culvert expansion and for the ditch widening, in the amounts of $34,502 and $49,525, respectively; and

WHEREAS, funding in the amount of $84,027 for the final design work will be available in the City's Fiscal Year 2024-25 budget prior to task order execution.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby authorizes the City Manager to execute task orders with Hanson Professional Services for final design work for both the culvert design and the ditch widening design in the amounts $34,502 and $49,525, respectively, and such other documents as may be necessary to effectuate the purpose of this Resolution.

SECTION 2. This Resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Commission of the City of Atlantic Beach, Florida, 10th day of March 2025.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

HANSON

January 10, 2025

Mr. Steve Swann, PE
City Engineer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Re: Cutlass Drive Drainage Improvements (Culvert Final Design Phase)

Subject: Scope & Fee Proposal

Dear Mr. Swann:

Hanson Professional Services (Consultant) is pleased to present our scope of services and fee proposal for this project. This scope of work is to provide professional engineering services for drainage improvements in the Cutlass Drive area of Atlantic Beach.

General Objective
The general objective of this scope is to provide a final design along with an opinion of probable construction cost to add an additional box culvert or drainage pipe under Cutlass Drive as outlined in the Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024.

Project Description
The improvements under this project will be limited to the area to be disturbed to construct the new box culvert/drainage pipe. The scope presented here is based on utilizing a box culvert/drainage pipe for the additional barrel (per the latest FDOT Standard Plans) and structural design for details to remove a portion of the existing headwall and construction of the new headwall after the construction of the additional box culvert/drainage pipe. No roadway or pedestrian improvements will be designed such as curb and gutter or sidewalk. The handrail on top of the existing upstream headwall will be modified or replaced as needed. The roadway and sidewalk design will be limited to reconstruction to existing condition based on estimated limits of impact required to construct the additional box culvert/drainage pipe.

Scope of Services
The Scope of Services for this project involves the following tasks:

Phase I – Design and Permitting

Drainage Design / Plans Production
Design phase services will include the preparation of 100% and final construction plans for the drainage improvements.

(a) Drainage Design/Analysis. The Consultant will perform modeling of a pipe option that would provide similar results as the proposed 4-foot by 6-foot box culvert. The

results of this analysis will be used to compare the opinion of probable construction costs for each to identify the cost-effective option, box culvert or pipe, to be used in the final construction plans. The consultant will also produce the required documentation required in the HGMP grant that demonstrates an improvement in the hydraulic performance for the proposed hydraulic condition.

(b) Structural Design/Analysis. The Consultant will perform structural calculations and develop details necessary for the proposed box culvert and headwalls/wingwalls.

(c) Plans. This effort will include finalizing plan sheets sufficient for construction of the proposed improvements. The index of drawings for the plan set will generally include, but not necessarily be limited to the following:

A. Key Sheet
B. General Notes
C. Roadway/Drainage Plan
D. Structural Details
E. Traffic Control Plan/Notes
F. Erosion & Sedimentation Control Notes/Details

Where applicable, information may be combined on drawing sheets.

Geotechnical Services
Geotechnical services to support the culvert design are included as part of this scope of services. See attached scope and fee from CSI for more details.

Environmental Services
The proposed improvements do not require any environmental services such as wetland flagging thus these services are not included as part of this scope.

Utility Services
The Consultant will contact the utility owners within the project limits and submit preliminary plans to confirm existing facilities and identify utility impacts anticipated by the proposed improvements. The Consultant will submit final plans to confirm/document existing facility conflicts and address relocation requirements. Coordination of any potential adjustments will be completed. The effort to design utility adjustments is not included as part of this scope and if requested by the effected UAO shall be negotiated under a separate scope of services.

Permitting Requirements
The proposed improvements are expected to qualify for a SJRWMD General Permit. The Consultant will coordinate with SJRWMD and submit the General Permit Application. The Consultant will coordinate a pre-application meeting to confirm the permitting approach early in the project. The City Engineer will handle acquiring the USACE Nationwide permit and the Consultant will assist with exhibits.

Project Submittal Requirements
100% Design Plans: A PDF of half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design documentation with calculations and an opinion of probable cost will be provided along with the design plans. The plans will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal.

Final Signed and Sealed Design Plans: A PDF of digitally signed and sealed half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design

documentation with calculations and an opinion of probable cost will be provided along with the design plans. Draft Bid Documents and Project Specifications using City standard format will be included in this submittal. The plans will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal. Agreed upon revisions will be made and revised signed and sealed plans, Bid Documents, and Specifications will be issued.

Subsurface Utility Engineering
Based on previous data collection and utility coordination the only utility in conflict with the proposed improvements is a water line running east-west along the southern side of Cutlass Drive crossing the existing box culvert. With this being a City owned utility the Consultant will coordinate with the City for any test holes needing to be performed by the City to determine the location of the existing water line to coordinate how this water line will be handled during the construction of the new box culvert/drainage pipe.

Meetings
Consultant will schedule 100% plan review meeting to discuss review comments and relay any design information necessary to convey the intent of the plans.

Consultant will conduct a pre-application meeting with SJRWMD staff to discuss applicable permitting/use of a general permit.

Time Schedule
Within ten (10) days after Notice to Proceed (NTP), Consultant will update the schedule provided with actual dates based on the NTP date. The schedule will follow the outline below.

Receive NTP	
Data Collection/Geotechnical Report	Within 30 days after NTP
Submit 100% Plans	60 days after completion of Geotechnical Report
100% Plans Review Comments (City)	14 days after 100% Plans Submittal
100% Plans Review Meeting	Within 10 days after receipt of City Comments
Submit Final Bid Documents	21 days after 100% Plans Review Meeting

Phase II – Construction Administration

If Phase II is authorized by the City, the specific construction administration services to be provided by the Consultant during the period of construction will be negotiated under a separate contract/scope of services.

Fee
Consultant will complete the scope of services described herein for a total lump sum amount of $34,502.00, as detailed in Exhibit A.

EXHIBIT A
CONTRACT FEE SUMMARY
CUTLASS DRIVE DRAINAGE IMPROVEMENTS

PART I - GENERAL

1. Project Phase Final Design Phase (Culvert)	**2. Proposal Number** NA
3. Consultant Name Hanson Professional Services	**4. Date of Proposal** 1/10/2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Sr. Project Manager	$ 84.00	0	$ -	
Sr. Engineer	$ 72.00	0	$ -	
Engineer	$ 45.00	0	$ -	
Sr. Designer	$ 54.00	0	$ -	
Designer	$ 36.00	0	$ -	
Clerical	$ 28.00	0	$ -	
Total Direct Labor		0		$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150% x Total Direct Labor			$ -
7. Subtotal: Labor + Overhead (Items 5 & 6)			$ -	
8. Profit: Labor Related Costs	Item 7	x	10%	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
MISCELLANEOUS DIRECT COSTS SUBTOTAL		$0.00
10. Subcontracts/Miscellaneous Other (Lump Sum)		
CSIGEO (Geotechnical)	$ 10,070.00	
CSI (Structural Design)	$ 24,432.00	
SUBCONTRACTS/MISCELLANEOUS OTHER (LUMP SUM) SUBTOTAL		$ 34,502.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)		$ 34,502.00
11. Reimbursable Costs (Limiting Amount)		
TOTAL REIMBURSABLE COSTS		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 8, 9, 10, 11)	**$ 34,502.00**

Civil Services, Inc.
Consulting Engineers

BRIDGE • ROADWAY • CIVIL • WATER RESOURCES

Jacksonville • Atlanta • West Palm Beach • Augusta

January 8, 2025

Mr. Brian McKee, P.E.
Hanson Professional Services Inc.
8075 Gate Parkway West
Suite 204
Jacksonville, FL 32216

Re: Cutlass Drive Box Culvert
Miscellaneous Structures Design
Jacksonville, Florida

Dear Mr. McKee:

Civil Services, Inc. (CSI) is pleased to present this structural design proposal and fee estimate for the subject project. We understand the project consists of the design of a single cell box culvert and headwalls at Cutlass Drive. We understand our task on this project includes the following:

- Design of single cell box culvert (4' x 6').
- Design of box culvert headwalls and wingwalls as required

All design criteria shall be based on the latest editions of the FDOT Structures Design Guidelines, FDOT Design Manual, and the AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

Our fee to provide the structural design services on this project is **$24,432.00**.

If you have any questions or concerns, please do not hesitate to contact us. We appreciate your selection of CSI for these services and look forward to serving as your structural consultant on this project.

Sincerely,

CIVIL SERVICES, INC.

Christopher E. Morse, P.E.
President

4601 Touchton Road | Building 300, Suite 3150 • Jacksonville, FL 32246 • (904) 641-1834 • Fax 645-0057
email: csi@civilservicesinc.com • internet: www.civilservicesinc.com

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL				
1. Project Cutlass Drive Box Culvert Design			**2. Proposal Number** NA	
3. Name of Consultant Civil Services, Inc.			**4. Date of Proposal** 1/8/2025	
PART II - LABOR RELATED COSTS				
5. Direct Labor	**Hourly Rate**	**Estimated Hours**	**Estimated Cost**	**TOTAL**
Principal	$216.33	0	$0.00	
Project Manager	$195.00	8	$1,560.00	
Sr. Engineer	$180.00	48	$8,640.00	
Design Engineer	$96.00	80	$7,680.00	
Designer	$78.00	84	$6,552.00	
Clerical	$75.00	0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
TOTAL DIRECT LABOR		220 Hours		$24,432.00
6. Overhead (Combined Fringe Benefit & Administrative)			0.00%	$0.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$24,432.00
8. PROFIT: Labor Related Costs (Item 7)			x 0%	$0.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$0.00
10. SUBCONTRACTS (Lump Sum)			$ 0.00	
			$ 0.00	
SUB-CONTRACT SUB-TOTAL				$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$24,432.00
11. REIMBURSABLE COSTS (Limiting Amount)			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
SUB-TOTAL REIMBURSABLES				$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				**$24,432.00**

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GEOTECHNICAL SCOPE OF WORK
Cutlass Drive Box Culvert
City of Atlantic Beach, Florida

The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data. Due to the limited site access, a Tripod will be used to perform the soil borings.

PROPOSED GEOTECHNICAL EXPLORATION

Field Exploration - The proposed exploration for the culvert addition will consist of two (2) Standard Penetration Test (SPT) borings drilled to a depth of 30 feet each with continuous sampling. Muck probes will be performed in the ditch in front of the box culvert. Soil samples will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the Unified Soil Classification System (USCS).

Laboratory Testing - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests to be performed are Moisture Content, Organic Content, Percent Fines, Atterberg Limits, and Environmental Corrosion testing.

Engineering/Support Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the exploration will be presented in a report containing the following:

- A brief discussion of the planned construction.
- A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, such as topography, surface vegetation, encountered water tables, etc., as they relate to the planned construction.
- An appendix that contains stratified soil boring profiles and laboratory test data sheets.
- Written discussion of the subsurface conditions encountered.
- Evaluation of the subsurface soils and recommendations for the box culvert addition
- Recommendations for the required site preparation and earthwork construction.

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GEOTECHNICAL FEE ESTIMATE
Geotechnical Exploration
Cutlass Drive Box Culvert
City of Atlantic Beach, Florida

2394 St. Johns Bluff Road, S Suite 200
Jacksonville, Florida 32246
tel (904) 641-1993

Item Description	Unit	Number of Units		Cost / Unit		Estimated Cost
Field Investigation						
Mobilization-Tripod	ea.	1	ea.	$1,900.00	/ea.	$1,900.00
Tripod Mobilization from Hole to Hole	ea.	1	ea.	$360.00	/ea.	$360.00
Box Culvert Addition						
2 Standard Penetration Test (SPT) Boring @ 30' ea.	ft.	60	ft.	$28.00	/ft.	$1,680.00
Extra Samples	ea.	12	ea.	$49.00	/ea.	$588.00
Muck Probes in the Ditch	day	0.5	day	$1,200.00	/day	$600.00
Temporary Casing	ft.	20	ft.	$19.50	/ea.	$390.00
Boring Layout/Utility Clearance/Difficult Access	hr.	3	hr.	$124.00	/hr.	$372.00
Subtotal:						**$5,890.00**
Laboratory Testing						
Moisture Content	ea.	8	ea.	$22.00	/ea.	$176.00
Percent Fines	ea.	8	ea.	$54.00	/ea.	$432.00
Organic Content	ea.	4	ea.	$54.00	/ea.	$216.00
Atterberg Limits	ea.	4	ea.	$115.00	/ea.	$460.00
Environmental Corrosion Series	ea.	2	ea.	$250.00	/ea.	$500.00
Subtotal:						**$1,784.00**
Engineering/Support Services						
Sr. Geotechnical Engineer	hr.	1	hr.	$204.00	/hr.	$204.00
Geotechnical Engineer	hr.	4	hr.	$164.00	/hr.	$656.00
Staff Geotechnical Engineer	hr.	8	hr.	$124.00	/hr.	$992.00
CADD	hr.	4	hr.	$119.00	/hr.	$476.00
Clerical	hr.	1	hr.	$68.00	/hr.	$68.00
Subtotal:						**$2,396.00**
ESTIMATED FEE:						**$10,070.00**

EXHIBIT B

HANSON

January 10, 2025

Mr. Steve Swann, PE
City Engineer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Re: Cutlass Drive North/South Ditch Improvements (Final Design Phase)

Subject: Scope & Fee Proposal

Dear Mr. Swann:

Hanson Professional Services (Consultant) is pleased to present our scope of services and fee proposal for this project. This scope of work is to provide professional engineering services for ditch improvements in the Cutlass Drive area of Atlantic Beach.

General Objective
The general objective of this scope is to provide a final design along with an opinion of probable construction cost to increase the capacity of the ditch that runs north/south as Cutlass Drive as outlined in the Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024.

Project Description
The improvements under this project will be to increase the cross-sectional area of the existing ditch and transition it to match the proposed conditions to be constructed at the existing box culvert under Cutlass Drive. The intent will be to maximize the ditch cross section without adding any retaining walls/ditch slope hardening and leaving 10 feet of level area between the top of the eastern bank and the right-of-way to allow for maintenance and a future multi-use trail. The limits of the ditch improvement will be from Plaza to Cutlass box culvert northern headwall and from Cutlass box culvert southern headwall to just north of the Aquatic Garden pond, see Exhibit A.

Scope of Services
The Scope of Services for this project involves the following tasks:

Phase I – Design and Permitting

Drainage Design / Plans Production
Design phase services will include the preparation of 100% and final construction plans for the drainage improvements.

(a) Drainage Design/Analysis. The Consultant will update the modeling performed for Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024 to

reflect the final ditch cross section to demonstrate the expected reduction in the peak stages.

(b) Plans. This effort will include finalizing plan sheets sufficient for construction of the proposed improvements. The index of drawings for the plan set will generally include, but not necessarily be limited to the following:

A. Key Sheet
B. General Notes
C. Typical Sections
D. Roadway/Drainage Plan
E. Special Details
F. Cross Sections
G. Erosion & Sedimentation Control Notes/Details

Where applicable, information may be combined on drawing sheets.

Survey Services
No additional survey services are required. The survey acquired for the Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024 and survey previously provided by the City will be used for the basis of the design.

Geotechnical Services
Geotechnical services to identify slope stability criteria are included as part of this scope of services. See attached scope and fee from CSI for more details.

Environmental Services
The proposed improvements do not require any environmental services such as wetland flagging thus these services are not included as part of this scope.

Utility Services
The Consultant will contact the utility owners within the project limits and submit preliminary plans to confirm existing facilities and identify utility impacts anticipated by the proposed improvements. The Consultant will submit final plans to confirm/document existing facility conflicts and address relocation requirements. Coordination of any potential adjustments will be completed. The effort to design utility adjustments is not included as part of this scope and if requested by the effected UAO shall be negotiated under a separate scope of services.

Permitting Requirements
The proposed improvements are expected to qualify for a SJRWMD General Permit. The Consultant will coordinate with SJRWMD and submit the General Permit Application. The Consultant will coordinate a pre-application meeting to confirm the permitting approach early in the project. The City Engineer will handle acquiring the USACE Nationwide permit and the Consultant will assist with exhibits. The City will be responsible for paying permit agency directly or reimburse Consultant for payment once invoice is generated by permitting agency and amount is known. Reimbursement of Consultant paying application fees is not included in the fee included with this scope.

Project Submittal Requirements
100% Design Plans: A PDF of half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design documentation with calculations and an opinion of probable cost will be provided along with the design plans. The plans will be reviewed by

the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal.

Final Signed and Sealed Design Plans: A PDF of digitally signed and sealed half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design documentation with calculations and an opinion of probable cost will be provided along with the design plans. Draft Bid Documents and Project Specifications using City standard format will be included in this submittal. The plans will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal. Agreed upon revisions will be made and revised signed and sealed plans, Bid Documents, and Specifications will be issued.

Subsurface Utility Engineering
Based on previous data collection and utility coordination no significant impacts to utilities is expected. If through the additional coordination under this scope it is determined additional subsurface utility engineering is needed it will be negotiated at that time and will be addressed with an amendment to this scope of services.

Meetings
Consultant will schedule 100% plan review meeting to discuss review comments and relay any design information necessary to convey the intent of the plans.

Consultant will conduct a pre-application meeting with SJRWMD staff to discuss applicable permitting/use of a general permit.

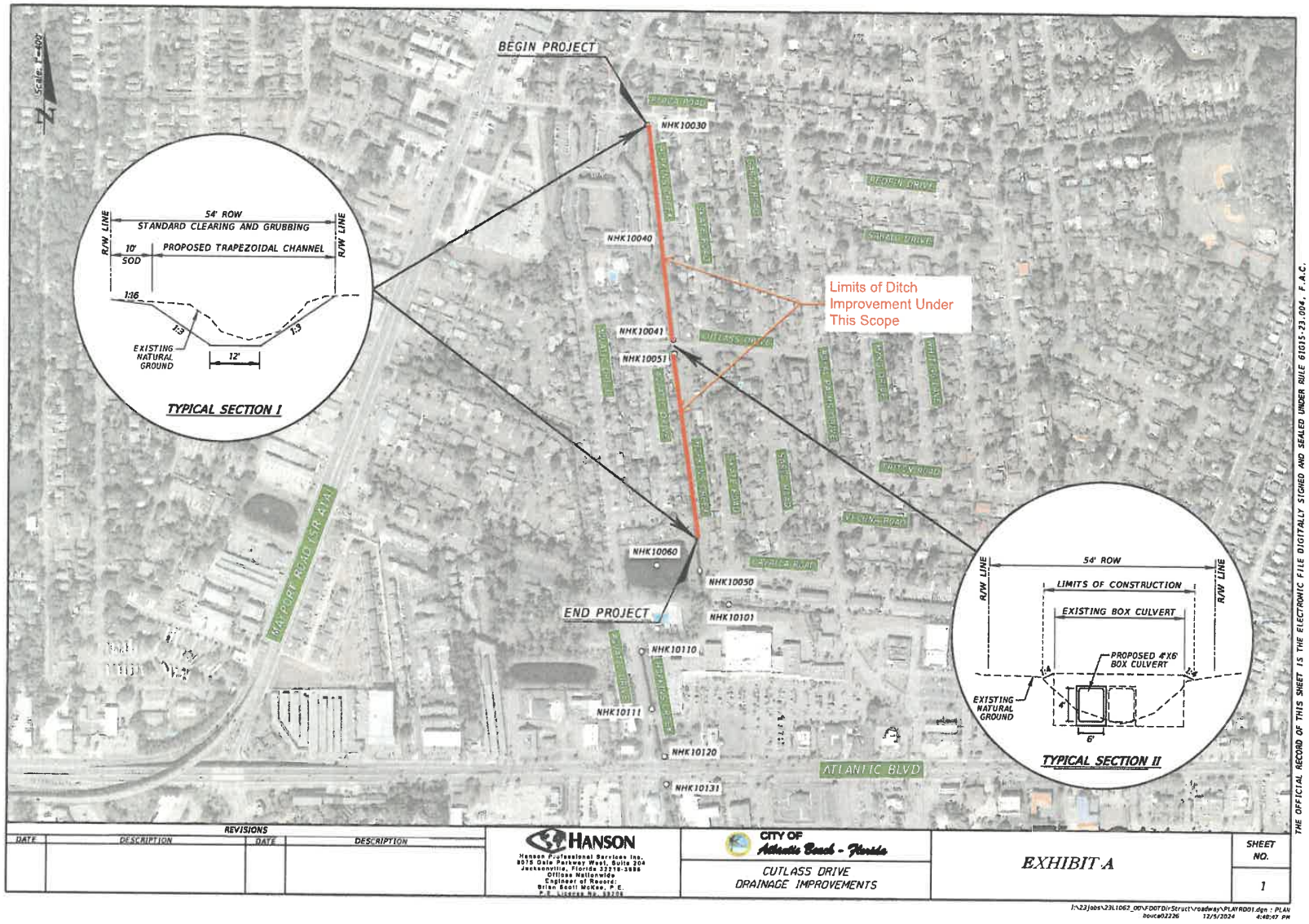
Time Schedule
Within ten (10) days after Notice to Proceed (NTP), Consultant will update the schedule provided with actual dates based on the NTP date. The schedule will follow the outline below.

Receive NTP	
Data Collection/Geotechnical Report	Within 30 days after NTP
Submit 100% Plans	60 days after completion of Geotechnical Report
100% Plans Review Comments (City)	14 days after 100% Plans Submittal
100% Plans Review Meeting	Within 10 days after receipt of City Comments
Submit Final Bid Documents	21 days after 100% Plans Review Meeting

Phase II – Construction Administration

If Phase II is authorized by the City, the specific construction administration services to be provided by the Consultant during the period of construction will be negotiated under a separate contract/scope of services.

Fee
Consultant will complete the scope of services described herein for a total lump sum amount of $49,525.09, as detailed in Exhibit B.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HANSON
Hanson Professional Services Inc.
8075 Dale Parkway West, Suite 204
Jacksonville, Florida 32218-3888
Offices Nationwide
Engineer of Record:
Brian Scott McKee, P.E.
P.E. License No. 89708

CITY OF Atlantic Beach - Florida

CUTLASS DRIVE
DRAINAGE IMPROVEMENTS

EXHIBIT A

SHEET NO. 1

I:\23jobs\23L1062_00\FDOT\Struct\roadway\PLAYR001.dgn : PLAN
bouca02236 12/5/2024 4:48:47 PM

EXHIBIT B
CONTRACT FEE SUMMARY
CUTLASS DRIVE DRAINAGE IMPROVEMENTS

PART I - GENERAL				
1. Project Phase Final Design Phase (Ditch)			**2. Proposal Number** NA	
3. Consultant Name Hanson Professional Services			**4. Date of Proposal** 1/10/2025	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Sr. Project Manager	$ 84.00	78	$ 6,520.42	
Sr. Engineer	$ 72.00	53	$ 3,839.62	
Engineer	$ 45.00	0	$ -	
Sr. Designer	$ 54.00	0	$ -	
Designer	$ 36.00	129	$ 4,644.00	
Clerical	$ 28.00	0	$ -	
Total Direct Labor		260		$ 15,004.03
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150% x Total Direct Labor			$ 22,506.05
7. Subtotal: Labor + Overhead (Items 5 & 6)			$ 37,510.08	
8. Profit: Labor Related Costs	Item 7 x	10%		$ 3,751.01
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
MISCELLANEOUS DIRECT COSTS SUBTOTAL				$78.00
10. Subcontracts/Miscellaneous Other (Lump Sum)				
CSIGEO (Geotechnical)			$ 8,186.00	
SUBCONTRACTS/MISCELLANEOUS OTHER (LUMP SUM) SUBTOTAL				$ 8,186.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)				$ 49,525.09
11. Reimbursable Costs (Limiting Amount)				
TOTAL REIMBURSABLE COSTS				$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 8, 9, 10, 11)				**$ 49,525.09**

PRIME CONSULTANT
ESTIMATE OF WORK EFFORT AND FEE
FINAL PLANS PREPARATION

CONSULTANT:	Hanson Professional Services	**PROJECT NAME:**	CUTLASS DRIVE DRAINAGE IMPROVEMENTS
RFP NUMBER:	NA	**FROM:** Plaza	**TO:** North of Aquatic Gardens Pond
ESTIMATOR NAME / DATE:	Brian McKee, PE 1/10/2025	**PROJECT LENGTH:**	1,900 Lineal Feet

ACTIVITY	Sr. Project Manager RATE = $ 84.00		Sr. Engineer RATE = $ 72.00		Engineer RATE = $ 45.00		Sr. Designer RATE = $ 54.00		Designer RATE = $ 36.00		Clerical RATE = $ 28.00		TOTAL HOURS BY ACTIVITY	SALARY COST BY ACTIVITY
	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST		
Project Management & General Tasks	60	$ 5,040.00	4	$ 288.00	0	$ -	0	$ -	20	$ 720.00	0	$ -	84	$ 6,048.00
Task 1 - Drainage Analysis	7	$ 591.36	28	$ 2,027.52	0	$ -	0	$ -	35	$ 1,260.00	0	$ -	70	$ 3,878.88
Task 2 - Drainage Plans	11	$ 889.06	21	$ 1,524.10	0	$ -	0	$ -	74	$ 2,664.00	0	$ -	106	$ 5,077.15
	78	$ 6,520.42	53	$ 3,839.62	0	$ -	0	$ -	129	$ 4,644.00	0	$ -	260	$ 15,004.03
PROJECT TOTALS	78	$ 6,520.42	53	$ 3,839.62	0	$ -	0	$ -	129	$ 4,644.00	0	$ -	260	$ 15,004.03

STAFF HOUR SUMMARY

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS			TOTAL HOURS	COMMENTS
0.0	**General Project Tasks**				
	Totals			84	
1.0	**Task 1 - Drainage Analysis**				
	Totals			70	
2.0	**Task 2 - Drainage Plans**				
	Totals			106	
	TOTALS:			260	

GENERAL PROJECT TASKS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
0.0	**General Project Tasks**					
0.1	Project Management & General Tasks	LS	1	80	80	Contract admin, Bid docs/Specs
0.3	Meetings	LS	1	4	4	See Listing Below
0.3a	Phase Reviews	EA	1	4	4	100% Plans (2 people)
	TOTALS				**84**	

DRAINAGE ANALYSIS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
1.0	**Analysis**					
1.1	Drainage Analysis	LS	1	12	12	update model to reflect proposed improvements to be constructed
1.2	Design Documentation Report	LS	1	8	8	update drainage docs to reflect final improvements and reduction in peak stage expected
1.3	Project Quantities	LS	1	4	4	100% & Final OPCC (2hrs each)
1.4	Cost Estimate	LS	1	4	4	100% & Final OPCC (2hrs each)
1.5	Utility Coordination	LS	1	8	8	
1.6	Permit Applications	LS	1	20	20	SJRWMD General Permit
1.7	Field Reviews	LS	1	8	8	2 @ 4 hrs each and 2 people
	Analysis Subtotal				**64**	
1.8	Quality Assurance/Quality Control	LS	%	5%	3	
1.9	Supervision	LS	%	3%	2	
	Coordination	LS	%	2%	1	
	Analysis Nontechnical Subtotal				**6**	
	TOTALS				**70**	

DRAINAGE PLANS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
2.0	**Plans**						
2.1	Horizontal/Vertical Master Design File	LS	1	24	0	24	Setup for ditch plan and profile
2.2	Cross Section Master Design File	LS	1	16	0	16	Cross section for evaluating limits of construction within existing ROW at north and south h
2.3	Key Sheet	Sheet	1	1	1	1	
2.4	General Notes	Sheet	1	1	1	1	
2.5	Typical Section Sheets	Sheet	1	4	1	4	
2.6	Project Layout	Sheet	0	0	0	0	
2.7	Plan Sheets	Sheet	4	2	4	8	Time for labeling and sheet setup
2.8	Channel Profile	Sheet	4	2	4	8	Time for labeling and sheet setup
2.9	Special Details	Sheet	1	8	1	8	Misc. details for existing pipes outfalling into ditch
2.10	Cross Sections	EA	32	0.5	8	16	
2.11	Traffic Control Plan/Notes	Sheet	1	4	0	4	Detour plan for closing Cutlass at box culvert
2.12	Erosion & Sediment Control Details/Notes	Sheet	1	8	1	8	
2.13	Utility Adjustment Sheets	Sheet	0	0	0	0	
	Plans Subtotal				**20**	**98**	
2.14	Quality Assurance/Quality Control	LS	%	5%		5	
2.15	Supervision	LS	%	3%		3	
	TOTALS					**106**	

MISCELLANEOUS DIRECT COST

CONSULTANT NAME: Hanson Professional Services **PROJECT NAME:** CUTLASS DRIVE DRAINAGE IMPROVEMENTS
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

ITEM DESCRIPTION								ITEM TOTAL	COMMENTS
Drafting Medium: (Original Reproducibles)									
0 sets		0	Sheets @	$50.00	Per Sheet =			$0.00	
0 sets		0	Sheets @	$1.00	Per Sheet =			$0.00	
Reproduction (Blue Line & Sepias)									
		Blue Line	Mylars	Photocopy					
Public Meeting Copies		0	0	0	Sheets				
50% Plans		0	0	0	Sheets				
100% Plans		0	0	100	Sheets				check prints
Final Plans		0	0	100	Sheets				check prints
Design Docs & Calcs		0		100	Sheets				check prints
	Total Sheets	0	0	300					
Cost:	Blue Line	0	Sheets @	$	-	=	$0.00		
	Sepia	0	Sheets @	$	-	=	$0.00		
	Photocopy	300	Sheets @	$	0.10	=	$30.00	$30.00	
Travel From: [Consultant Office Location]									
To Project:	# Trips								
Transport.	2	x	20	miles x	$	0.60	per mile	$24.00	Field Review
To City Offices:	# Trips								
Transport.	2	x	20	miles x	$	0.60	per mile	$24.00	Phase Review Meetings
To Other:	# Trips								
Transport.	0	x	0	miles x	$	0.60	per mile	$0.00	
Shipping:			Deliveries @ $0.76 Each					$0.00	
Other:								$0.00	
TOTAL MISC DIRECT COSTS								**$78.00**	**Permit Fees are not included in this amount and shall be paid directly by City or Consultant reimbursed if paid by Consultant.**

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GEOTECHNICAL SCOPE OF WORK

Cutlass Drive Ditch Embankment Slope Evaluation

City of Atlantic Beach, Florida

The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data. Due to the limited site access, a Tripod will be used to perform the soil borings.

PROPOSED GEOTECHNICAL EXPLORATION

Field Exploration - The proposed exploration for the ditch embankment will consist of four (4) SPT borings drilled to a depth of 15 feet each. Muck probes will be performed in the ditch. Soil samples will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the Unified Soil Classification Systems (USCS).

Laboratory Testing - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests to be performed are Moisture Content, Organic Content, Percent Fines, and Atterberg Limits.

Engineering/Support Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the exploration will be presented in a report containing the following:

- A brief discussion of the planned construction.
- A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, such as topography, surface vegetation, encountered water tables, etc., as they relate to the planned construction.
- An appendix that contains stratified soil boring profiles and laboratory test data sheets.
- Written discussion of the subsurface conditions encountered.
- Recommendations for the required site preparation and earthwork construction.
- Preliminary evaluation of the ditch embankment slopes and, if necessary, provide suggested alternatives for stabilization. If a stabilization alternative is selected, detailed slope analysis and design recommendations will be provided under a supplemental agreement.

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GEOTECHNICAL FEE ESTIMATE
Geotechnical Exploration
Cutlass Drive Ditch Embankment Slope Evaluation
City of Atlantic Beach, Florida

2394 St. Johns Bluff Road, S Suite 200
Jacksonville, Florida 32246
tel (904) 641-1993

Item Description	Unit	Number of Units		Cost / Unit		Estimated Cost
Field Investigation						
Mobilization-Tripod	ea.	1	ea.	$1,900.00	/ea.	$1,900.00
Tripod Mobilization from Hole to Hole	ea.	3	ea.	$360.00	/ea.	$1,080.00
Ditch Embankment						
4 SPT Boring @ 15' ea.	ft.	60	ft.	$28.00	/ea.	$1,680.00
Muck Probes in the Ditch	day	0.25	day	$1,200.00	/day	$300.00
Temporary Casing	ft.	10	ft.	$19.50	/ea.	$195.00
Boring Layout/Utility Clearance/Difficult Access	hr.	2	hr.	$124.00	/hr.	$248.00
Subtotal:						**$5,403.00**
Laboratory Testing						
Moisture Content	ea.	6	ea.	$22.00	/ea.	$132.00
Percent Fines	ea.	6	ea.	$54.00	/ea.	$324.00
Organic Content	ea.	2	ea.	$54.00	/ea.	$108.00
Atterberg Limits	ea.	2	ea.	$115.00	/ea.	$230.00
Subtotal:						**$794.00**
Engineering/Support Services						
Sr. Geotechnical Engineer	hr.	1	hr.	$204.00	/hr.	$204.00
Geotechnical Engineer	hr.	3	hr.	$164.00	/hr.	$492.00
Staff Geotechnical Engineer	hr.	7	hr.	$124.00	/hr.	$868.00
CADD	hr.	3	hr.	$119.00	/hr.	$357.00
Clerical	hr.	1	hr.	$68.00	/hr.	$68.00
Subtotal:						**$1,989.00**
ESTIMATED FEE:						**$8,186.00**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 95-25-126 - Authorize the revision to Chapter 4 of the City of Atlantic Beach Code of Ordinances pertaining to Animals

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: February 19, 2025

MEETING DATE: March 10, 2025

BACKGROUND: Revisions to the animal ordinance include Dangerous Dog definition update to match Florida State Statute, Running at Large definition and removal of boarding fees, removal of Habitual Nuisance definition now encompassed in new Disturbing the Peace section, Citations authorized section amended to make citation late fees consistent with other late fines in COAB ordinance, clarification of court election upon receiving citation, Impound and boarding fees updates.

BUDGET: $0

RECOMMENDATION: Commission to approve Ordinance No. 95-25-126

ATTACHMENT: 1. Amended Ordinance No. 95-25-126 - strike through
2. Amended Ordinance No. 95-25-126 - clean

REVIEWED BY CITY MANAGER:

ORDINANCE NO. 95-25-126

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 4 ANIMALS, TO MODIFY THE CLASSIFICATION OF DOGS AS DANGEROUS, IN COMPLIANCE WITH STATE LAW, TO ADD A DISTURBING THE PEACE PROVISION, TO AMEND THE RUNNING AT LARGE AND CITATIONS AND PENALTIES SECTIONS, TO ADD A NEW IMPOUND AND BOARDING FEES PROVISION; PROVIDING FOR RULES AND REGULATIONS; PROVIDING FOR PROHIBITIONS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City finds it necessary from time to time to update the ordinances of the city to be in compliance with the current language of Florida Statutes; and

WHEREAS, updating certain ordinances is necessary to maintain efficient operations of the Animal Control Division in order to provide equitable and professional service to all citizens of Atlantic Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Code of Ordinances Amended. Sec. 4-10. Dangerous dogs, Sec. 4-24 Running at large, Sec. 4-27.1 Habitual Nuisance, Sec. 4.27 Disturbing the peace, Sec. 4-30 Citations authorized; penalties provided, 4-31 Impounding and boarding fees, are hereby amended as follows:

BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Chapter 4 of The Code of Ordinances of the City of Atlantic Beach, Florida, is hereby amended to read as follows:

ARTICLE I. - IN GENERAL

* * *

Sec. 4-10. - Dangerous dogs.

(a) "Dangerous dog" means any dog that according to the records of the appropriate authority:

(1) Has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being on public or private property;

(2) Has more than once severely injured or killed a domestic animal while off the owner's property;

(3) ~~Has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or~~

~~(4)~~ Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one (1) or more persons and dutifully investigated by the appropriate authority.

(b) "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(c) "Severe injury" means any physical injury those results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

(d) "Proper enclosure of a dangerous dog" means that the dog is securely and humanely confined on the owner's property within a house, building, locked pen or other enclosure that is designed to prevent the dangerous dog from escaping over, under or through the enclosure (the "primary" enclosure). If the dog is maintained outside, then a portion of the owner's property must be fenced with a secured perimeter fence of sufficient height and strength to prevent entry by the public and to prevent the dog's escape from the owner's property if the dog escapes from the primary enclosure. Within the perimeter fence, the dog must be humanely confined inside a primary enclosure consisting of a locked pen, kennel or other structure of adequate size that provides protection from the elements. The primary enclosure must have secure sides that are securely set into the ground or into a concrete pad, and it must have a secure top attached to all sides. The primary enclosure must be locked at all times when the dog is unattended by either the owner or a competent custodian eighteen (18) years of age or older. It is not considered a proper enclosure to simply chain, tether or otherwise tie a dog to an inanimate object, such as a tree or post, inside a perimeter fence.

(e) "Animal control authority" means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this act.

(f) "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this act or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

(g) "Owner" means any person, firm, corporation or organization possessing, harboring, keeping or having control or custody of an animal or, if the animal is owned by a person under the age of eighteen (18), that person's parent or guardian.

* * *

ARTICLE II. - DOGS AND CATS

* * *

Sec. 4-24. - Running at large.

It shall be unlawful for the owner of any ~~dog or cat~~ animal to permit or allow the ~~dog or cat to commit a nuisance or to be found running~~ animal to run at large on any ~~of the~~ public or private property ~~streets, parks, playgrounds, alleys, beaches or vacant lots in the city~~ within the city and without the property owner's consent; and

(a) such ~~dog or cat~~ animal shall be picked up by the city or the designated authorized agent of the city and placed in a shelter for a period of not less than three (3) days nor more than seven (7) days, except the animal may be released sooner upon proper identification of the owner and proof of ownership. The owner will be charged impound and boarding fees and expenses as set forth in Sec. 4-30 of this Code. ~~upon the payment of a thirty dollar ($30.00) fee plus [an] additional twenty-five dollars ($25.00) per day for the redemption of said animal. In the event any animal has to be tranquilized with chemical capture equipment, then the redemption fee shall be one hundred dollars ($100.00). If a dangerous dog is impounded for running at large, then the redemption fee shall be one hundred fifty dollars ($150.00), with an additional one hundred dollar ($100.00) fee if the dangerous dog has to be tranquilized with chemical capture equipment.~~

(b) the owner of the at-large animal may be fined as set forth in Sec. 4-30 for a violation of this section.

* * *

~~**Sec. 4-27.1. - Habitual nuisance.**~~

~~(a) It shall be unlawful for the owner, or any person having temporary custody, of an animal or animals to permit the animal(s), either willfully or through failure to exercise due care or control, to commit a nuisance by running at large habitually; by chasing or running after vehicles or persons habitually; by trespassing upon public or private school grounds habitually; by trespassing on private property habitually and interfering with the reasonable use and enjoyment of the property; by barking habitually or by making other objectionable animal noises habitually; or by doing any other thing habitually which is so offensive as to create a nuisance.~~

~~(b) For the purpose of this section, "habitually" means at least two (2) separate occurrences within a time period of no more than one (1) month; except that barking habitually, or making other objectionable animal noises habitually, means making the sound persistently or continuously for at least thirty (30) minutes occurring at least three (3) separate times within a period of no more than thirty (30) days.~~

~~(c) This barking provision of this section shall not apply a properly permitted animal shelter established for the care and/or placement of unwanted stray animals, nor a properly zoned commercial boarding kennel nor a veterinarian office.~~

~~(d) Violations of this section shall be punishable by a fine of two hundred fifty dollars ($250.00) for a first offense or a five hundred dollar ($500.00) fine for a second or subsequent offense within the preceding thirty-six-month period.~~

Sec. 4-27. Disturbing the Peace.

It shall be unlawful for any person, whether owner, or anyone having charge, custody or control thereof, to keep any animal or animals within the limits of the city which bark, meow, whine, howl or make other sounds common to the species, persistently or continuously for a period of thirty (30) minutes or longer when the animal or animals are not contained within an enclosure sufficient to baffle and buffer loud noises and render them reasonably unobjectionable.

* * *

Sec. 4-30. Citations authorized; penalties provided.

(a) The city animal control officer or his designee as approved by the city manager shall have the authority to issue citations to those people whose pets are found to be in violation of this article and sections herein.

(b) Violations of this article shall be punishable by fines as follows:

General: Violations of the provisions of chapter 4, of the Atlantic Beach City Code are hereby declared to be civil infractions for which there may be imposed by the City of Atlantic Beach or Duval County ~~county~~ court, a maximum fine not to exceed five hundred dollars ($500.00). Unless cited for a violation for which court appearance is mandatory, anyone cited with a violation of this chapter shall either ~~may~~ pay a fine as contained within the actual section or ~~if no fine is listed, as specified below in lieu of appearing in county court. The fine specified shall be paid within the time specified below.~~ elect a court hearing to contest the citation. An election to pay a fine in lieu of contesting the citation in court shall be completed within the time specified below.

If a person fails to pay the civil fine within the time prescribed on the citation or fails to obtain a court date, or having obtained a court date, fails to appear in court to contest the citation, then the person shall be deemed to have waived the right to contest the citation. In such cases, final judgment may be entered against the person in the maximum civil fine five hundred dollars ($500.00) allowed, which shall be payable within sixty (60) days from the date of execution of the final judgment. The provisions of this section may be enforced by any and all lawful means by the city pursuant of all codes and ordinances duly adopted by the city commission or as may otherwise be available to the city pursuant to state law and nothing contained in this section shall prohibit the city from enforcing this section by other means set forth in the city's codes and ordinances, provided in the statutory law of the State of Florida, or otherwise available to the city.

Alternatively, the court may issue an order to show cause, requiring the person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court's directive, that person may be held in contempt of court in addition to having to pay the civil fine, court costs, and restitution, as applicable.

(1) First offense: (The current offense is "first" offense if there have been no other citations in the preceding thirty-six (36) months.) Fifty dollars ($50.00); if not paid within fourteen (14) calendar days, ~~the fine goes to seventy-five dollars ($75.00)~~ a fifty dollar ($50.00) late fee is added;

(2) Second offense: (The current offense is a second offense if there has been only one (1) previous citation within the preceding thirty-six (36) months.) One hundred fifty dollars ($150.00); if not paid within fourteen (14) calendar days~~, the fine goes to two hundred fifty dollars ($250.00~~ a fifty dollar ($50.00) late fee is added;

(3) Third offense: (The current offense is a third offense if there have been two (2) previous citations within the preceding thirty-six (36) months.) Two hundred fifty dollars ($250.00); if not paid in fourteen (14) calendar days, ~~the fine goes to five hundred dollars ($500.00~~ a fifty dollar ($50.00) late fee is added.

(4) Fourth and subsequent offenses: (The current offense is a fourth or subsequent offense if there have been three (3) or more previous citations within the preceding thirty-six (36) months.) Five hundred dollars ($500.00~~); and a mandatory court appearance. For citations involving a mandatory court appearance, the citation shall specify that the court appearance is mandatory. If a person so cited fails to appear within the time prescribed in the citation to obtain a court date or having a court date, fails to appear in court, a default judgment may be entered against the person in the maximum civil fine payable within sixty (60) days from the date of execution of the final judgment.~~ if not paid within fourteen (14) calendar days, a fifty dollar ($50.00) late fee is added.

(5) Anyone cited with a violation of this article who pays the required fines and then goes three (3) years with no offenses shall return to the status of having no prior offenses for the purposes of this section.

~~(6) An additional fine of one hundred dollars ($100.00) for any violation involving a dog or cat in heat.~~

~~(c) A five dollar ($5.00) surcharge shall be assessed and collected upon each civil penalty imposed for violation of an ordinance relating to animal control or cruelty as authorized by F.S. § 828.27. The proceeds from such surcharge shall be used only to assist in paying for the costs of training for animal control officers in accordance with the requirements of F.S. § 828.27. Said civil penalty shall be paid to the City of Atlantic Beach.~~

~~(d)~~ (c) The animal control officer shall have the authority to cite the owner or any person having custody of an animal for a violation of this article when and only when:

(1) The officer has received from an adult witness a sworn affidavit attesting to the animal having committed a violation pursuant to this article; or

(2) The animal control officer or other person duly authorized to enforce the provisions of this chapter has witnessed the commission of a violation under this article.

* * *

Sec. 4-31. - Impound and Boarding Fees.

A thirty dollar ($30.00) fee plus [an] additional twenty-five dollars ($25.00) per day may be charged for the redemption of any impounded animal.

(a) In the event any animal has to be tranquilized with chemical capture equipment, an additional $100.00 shall be added to the redemption fee.

(b) If a dangerous dog is impounded for running at large, then the redemption fee shall be an additional one hundred fifty dollars ($150.00), with an additional one hundred dollar ($100.00) fee if the dangerous dog has to be tranquilized with chemical capture equipment.

* * *

SECTION 1. Purpose and Intent. The purpose and intent of this Ordinance is to help manage the increasing number of electric and motorized devices being used for transportation and sport on city property and to provide for the safety of the public.

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

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

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

PASSED by the City Commission on first reading this 10th day of March 2025.

PASSED by the City Commission on second and final reading this 24th day of March 2025.

ATTEST:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, Esq.
City Attorney

60138714 v1

ORDINANCE NO. 95-25-126

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 4 ANIMALS, TO MODIFY THE CLASSIFICATION OF DOGS AS DANGEROUS, IN COMPLIANCE WITH STATE LAW, TO ADD DISTURBING THE PEACE PROVISION, TO AMEND THE RUNNING AT LARGE AND CITATIONS AND PENALTIES SECTIONS, TO ADD A NEW IMPOUND AND BOARDING FEES PROVISION; PROVIDING FOR RULES AND REGULATIONS; PROVIDING FOR PROHIBITIONS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City finds it necessary from time to time to update the ordinances of the city to be in compliance with the current language of Florida Statutes; and

WHEREAS, updating certain ordinances is necessary to maintain efficient operations of the Animal Control Division in order to provide equitable and professional service to all citizens of Atlantic Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Code of Ordinances Amended. Sec. 4-10. Dangerous dogs, Sec. 4-24 Running at large, Sec. 4-27.1 Habitual Nuisance, Sec. 4.27 Disturbing the peace, Sec. 4-30 Citations authorized; penalties provided, 4-31 Impounding and boarding fees, are hereby amended as follows:

BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Chapter 4 of The Code of Ordinances of the City of Atlantic Beach, Florida, is hereby amended to read as follows:

ARTICLE I. - IN GENERAL

* * *

Sec. 4-10. - Dangerous dogs.

(a) "Dangerous dog" means any dog that according to the records of the appropriate authority:

(1) Has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being on public or private property;

(2) Has more than once severely injured or killed a domestic animal while off the owner's property; Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one (1) or more persons and dutifully investigated by the appropriate authority.

(b) "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(c) "Severe injury" means any physical injury those results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

(d) "Proper enclosure of a dangerous dog" means that the dog is securely and humanely confined on the owner's property within a house, building, locked pen or other enclosure that is designed to prevent the dangerous dog from escaping over, under or through the enclosure (the "primary" enclosure). If the dog is maintained outside, then a portion of the owner's property must be fenced with a secured perimeter fence of sufficient height and strength to prevent entry by the public and to prevent the dog's escape from the owner's property if the dog escapes from the primary enclosure. Within the perimeter fence, the dog must be humanely confined inside a primary enclosure consisting of a locked pen, kennel or other structure of adequate size that provides protection from the elements. The primary enclosure must have secure sides that are securely set into the ground or into a concrete pad, and it must have a secure top attached to all sides. The primary enclosure must be locked at all times when the dog is unattended by either the owner or a competent custodian eighteen (18) years of age or older. It is not considered a proper enclosure to simply chain, tether or otherwise tie a dog to an inanimate object, such as a tree or post, inside a perimeter fence.

(e) "Animal control authority" means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this act.

(f) "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this act or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

(g) "Owner" means any person, firm, corporation or organization possessing, harboring, keeping or having control or custody of an animal or, if the animal is owned by a person under the age of eighteen (18), that person's parent or guardian.

* * *

ARTICLE II. - DOGS AND CATS

* * *

Sec. 4-24. - Running at large.

It shall be unlawful for the owner of any animal to permit or allow the animal to run at large on any public or private property within the city and without the property owner's consent; and

(a) such animal shall be picked up by the city or the designated authorized agent of the city and placed in a shelter for a period of not less than three (3) days nor more than seven (7) days, except the animal may be released sooner upon proper identification of the owner and proof of ownership. The owner will be charged impound and boarding fees and expenses as set forth in Sec. 4-30 of this Code.

(b) the owner of the at-large animal may be fined as set forth in Sec. 4-30 for a violation of this section.

* * *

Sec. 4-27. Disturbing the Peace.

It shall be unlawful for any person, whether owner, or anyone having charge, custody or control thereof, to keep any animal or animals within the limits of the city which bark, meow, whine, howl or make other sounds common to the species, persistently or continuously for a period of thirty (30) minutes or longer when the animal or animals are not contained within an enclosure sufficient to baffle and buffer loud noises and render them reasonably unobjectionable.

* * *

Sec. 4-30. Citations authorized; penalties provided.

(a) The city animal control officer or his designee as approved by the city manager shall have the authority to issue citations to those people whose pets are found to be in violation of this article and sections herein.

(b) Violations of this article shall be punishable by fines as follows:

General: Violations of the provisions of chapter 4, of the Atlantic Beach City Code are hereby declared to be civil infractions for which there may be imposed by the City of Atlantic Beach or Duval County court, a maximum fine not to exceed five hundred dollars ($500.00). Unless cited for a violation for which court appearance is mandatory, anyone cited with a violation of this chapter shall either pay a fine as contained within the actual section or elect a court hearing to contest the citation. An election to pay a fine in lieu of contesting the citation in court shall be completed within the time specified below.

If a person fails to pay the civil fine within the time prescribed on the citation or fails to obtain a court date, or having obtained a court date, fails to appear in court to contest the citation, then the person shall be deemed to have waived the right to contest the citation. In such cases, final judgment may be entered against the person in the maximum civil fine five hundred dollars ($500.00) allowed, which shall be payable within sixty (60) days from the date of execution of the final judgment. The provisions of this section may be enforced by any and all lawful means by the city pursuant of all codes and ordinances duly

adopted by the city commission or as may otherwise be available to the city pursuant to state law and nothing contained in this section shall prohibit the city from enforcing this section by other means set forth in the city's codes and ordinances, provided in the statutory law of the State of Florida, or otherwise available to the city.

Alternatively, the court may issue an order to show cause, requiring the person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court's directive, that person may be held in contempt of court in addition to having to pay the civil fine, court costs, and restitution, as applicable.

(1) First offense: (The current offense is "first" offense if there have been no other citations in the preceding thirty-six (36) months.) Fifty dollars ($50.00); if not paid within fourteen (14) calendar days, a fifty dollar ($50.00) late fee is added;

(2) Second offense: (The current offense is a second offense if there has been only one (1) previous citation within the preceding thirty-six (36) months.) One hundred fifty dollars ($150.00); if not paid within fourteen (14) calendar days, a fifty dollar ($50.00) late fee is added;

(3) Third offense: (The current offense is a third offense if there have been two (2) previous citations within the preceding thirty-six (36) months.) Two hundred fifty dollars ($250.00); if not paid in fourteen (14) calendar days, a fifty dollar ($50.00) late fee is added.

(4) Fourth and subsequent offenses: (The current offense is a fourth or subsequent offense if there have been three (3) or more previous citations within the preceding thirty-six (36) months.) Five hundred dollars ($500.00); if not paid within fourteen (14) calendar days, a fifty dollar ($50.00) late fee is added.

(5) Anyone cited with a violation of this article who pays the required fines and then goes three (3) years with no offenses shall return to the status of having no prior offenses for the purposes of this section.

(b) The animal control officer shall have the authority to cite the owner or any person having custody of an animal for a violation of this article when and only when:

(1) The officer has received from an adult witness a sworn affidavit attesting to the animal having committed a violation pursuant to this article; or

(2) The animal control officer or other person duly authorized to enforce the provisions of this chapter has witnessed the commission of a violation under this article.

* * *

Sec. 4-31. - Impound and Boarding Fees.

A thirty dollar ($30.00) fee plus [an] additional twenty-five dollars ($25.00) per day may be charged for the redemption of any impounded animal.

(a) In the event any animal has to be tranquilized with chemical capture equipment, an additional $100.00 shall be added to the redemption fee.

(b) If a dangerous dog is impounded for running at large, then the redemption fee shall be an additional one hundred fifty dollars ($150.00), with an additional one hundred dollar ($100.00) fee if the dangerous dog has to be tranquilized with chemical capture equipment.

* * *

SECTION 1. Purpose and Intent. The purpose and intent of this Ordinance is to help manage the increasing number of electric and motorized devices being used for transportation and sport on city property and to provide for the safety of the public.

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

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

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

PASSED by the City Commission on first reading this 10th day of March 2025.

PASSED by the City Commission on second and final reading this 24th day of March 2025.

ATTEST:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, Esq.
City Attorney

60138714 v1

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM:	Ordinance No. 57-25-25 repealing and replacing Section 13-2 Camping and obstructing public streets/places
SUBMITTED BY:	Victor Gualillo, Chief of Police
TODAY'S DATE:	February 25, 2025
MEETING DATE:	March 10, 2025

BACKGROUND:

The existing version of COAB municipal ordinance 13-2 Camping and obstructing public streets/places exceeds the current legal standards established by case law. This ordinance needs to be amended to address the situation of homeless individuals residing in and around public areas. People using these areas as living spaces can raise concern about public safety related to activities such as unsanitary conditions and unfettered access for all citizens who need to share these public spaces.

The proposed new language was drafted by City Attorney Gabriel, was reviewed by City Manager Killingsworth and Chief of Police Gualillo. It is consistent with current case law and represents the best practice approach to protect all citizens in our city while recognizing the need to respect the constructional right of people to travel freely. The amended ordinance recognizes the need for homeless individuals to have access to support services and the need to have safe, clean and sanitary public spaces.

RECOMMENDATION: Approve and adopt Ordinance No. 57-25-25

ATTACHMENTS:

1. Ordinance No. 57-25-25 Redline
2. Ordinance No. 57-25-25 Clean version

CITY MANAGER:



ORDINANCE NO. 57-25-25

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING SECTION 13-2 CAMPING AND OBSTRUCTING PUBLIC STREETS/PUBLIC PLACES PROHIBITED; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City finds that reasonable regulations on camping and related activities are necessary to maintain safe, clean, and accessible public spaces, prevent public nuisances, and protect the environment; and

WHEREAS, the State of Florida enacted Laws of Florida Chapter 2024-11 (House Bill No. 1365) which among other things, introduced a multifaceted approach to support individuals experiencing homelessness while also focusing on the health, safety, welfare, quality of life, and aesthetics of Florida communities while simultaneously making adequate provision for the homeless population of the State; and

WHEREAS, the City Commission desires to update its Code of Ordinances with respect to sleeping, camping and obstructing access to public property to be more consistent with recent Florida law; and

WHEREAS, the United States Eleventh Circuit Court of Appeals held in Joel v. City of Orlando, 232 F.3d 1353 (11th Cir. 2000) that sleeping out-of-doors is not a fundamental right; and

WHEREAS, the City Commission wishes to lawfully prevent sleeping or camping in certain public areas to promote sanitation, public health, and safety, which the court held in Joel v. City of Orlando, 232 F.3d 1353 (11th Cir. 2000) is a legitimate government purpose; and

WHEREAS, the City Commission recognizes that the prohibition of sleeping/ camping in certain public places is necessary to preserve the health, welfare, and safety of the City's residents and visitors; and

WHEREAS, the City Commission further recognizes that the blockage of ingress and egress into and from public areas, as well as the impedance of pedestrian walkways and other public right-of-ways caused by sleeping or camping in certain areas of the City involves the compelling government interest of the City in protecting the health, safety, and welfare of its citizenry and visitors in preserving police and fire department access to such right-of-ways in order to save lives; and

WHEREAS, the City Commission deems this Ordinance necessary to promote public safety and public welfare.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Amendment. Sec. 13-2. Camping and obstructing public streets/public places prohibited., is hereby as follows:

Sec. 13-2. - Camping and obstructing public streets/public places prohibited.

(a) Except as may be allowed in accordance with chapter 5 of the Code, and by applicable rules, regulations or permits, it is unlawful for any person, after having been informed and given notice by a police officer that the following conduct is in violation of a city ordinance~~, and after the completion of the outreach efforts delineated in subsection (b) of this section,~~ to engage in the following conduct:

(1) Sleep, camp, or lodge:

a. On any public right-of-way, sidewalk, street, roadway, or parking lot; or

b. In any city park or beach; or

c. In any city-owned building lobby, entranceway, plaza, or common area.

(2) Construct or maintain any building, structure, tent or use any other objects that are intended to be used for housing accommodations, lodging, sleeping or camping~~:~~

a. On any public right-of-way, sidewalk, street, roadway, or parking lot; or

b. In any city park or beach; or

c. In any city-owned building lobby, entranceway, plaza or common area.

(3) Obstruct the safe or free passage of persons or vehicles:

a. On any public right-of-way, sidewalk, street, roadway, or parking lot; or

b. In any city-owned building lobby, entranceway, plaza or common area.

(b) *Outreach efforts.* ~~No person may be cited for a violation of subsection (a) of this section, nor may the provisions of (b) of this Code, trespass for violations of park rules and this Code, be triggered due to a violation of subsection (a) above, before~~ A reasonable attempt ~~has been~~shall be made by a police officer to ascertain whether ~~the~~a person is in need of homeless assistance services and/or housing assistance~~ and informed~~. If a person is determined by ~~such~~a police officer to be in need of housing assistance, the police officer shall inform that person of emergency shelter providers available ~~shelter beds~~through local public or ~~other suitable emergency housing is available should the person need housing/shelter assistance.~~private entities.

~~(1)~~ If it is determined that a person desires housing/shelter assistance, the police officer will take all reasonable steps toward directing the person to the appropriate housing/shelter facility, including~~, without limitation,~~ transportation to such facility~~. when and if feasible.~~ When transporting a person to such facility, the officer ~~must~~shall ensure ~~all~~that the ~~person's~~person's personal property ~~(with the exception of items prohibited by the facility)~~ is ~~also delivered~~secured, pursuant to the ~~facility~~Police Department's official policy for personal property procedures, as approved by the Police Chief.

~~(2)~~ (c) Enforcement. If a person ~~refuses housing/shelter assistance and they otherwise fail~~fails to comply with subsection (a) of this section after notice of ~~a~~the violation has been provided, the person may be cited with a violation of the city ordinance pursuant to subsection (a) of this section ~~in accordance~~or they may be charged with ~~of the Code.~~

~~(3) If at~~ a violation of Florida Statute section 810.09 and any ~~time the police officer determines housing/shelter assistance is desired by a person but that homeless assistance services and/or housing assistance is unavailable, a trespass warning, citation, or arrest in accordance with of the Code, may not be made.~~other applicable violation(s) of law.

~~(c)~~ A person cited as provided in subsection (c) of this section may also be issued a trespass violation pursuant to section 5-33 of this Code.

(d) For purposes of this section, the following definitions shall apply:

~~(1) *Camp or camping* means either sleeping or otherwise being in a temporary shelter out-of-doors, sleeping out-of-doors or cooking over an open flame out-of-doors, except that "camp" or "camping" does not include in its meaning only so-called "tailgating," picnicking or other similar temporary activities conducted in accordance with city ordinances, rules, regulations or permits.~~

(1) "Public camping or sleeping" means: lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or lodging or residing overnight in an outdoor space without a tent or other temporary shelter. The term does not include; lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be, or camping for recreational purposes on property designated for such purposes when lawfully permitted.

(2) *Lodging* or *lodge* means to live in or reside in a place temporarily or permanently.

* * *

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

SECTION 3. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the changes set forth in **SECTION 1** herein. Sections of Chapter 13 may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 13 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. Applicability. The newly revised provisions of Section 13-2, camping and obstructing public streets, public places prohibited., set forth herein, shall apply to all applications, decisions or controversies pending before the City of Atlantic Beach upon the effective date hereof or filed or initiated thereafter.

SECTION 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, or any provision of Section 13-2, camping and obstructing public streets, public places prohibited., shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, or Section 13-2, which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading on this 10th day of March 2025.

PASSED by the City Commission on second and final reading and following a public hearing on this 24th day of March 2025.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

ORDINANCE NO. 57-25-25

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING SECTION 13-2 CAMPING AND OBSTRUCTING PUBLIC STREETS/PUBLIC PLACES PROHIBITED; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City finds that reasonable regulations on camping and related activities are necessary to maintain safe, clean, and accessible public spaces, prevent public nuisances, and protect the environment; and

WHEREAS, the State of Florida enacted Laws of Florida Chapter 2024-11 (House Bill No. 1365) which among other things, introduced a multifaceted approach to support individuals experiencing homelessness while also focusing on the health, safety, welfare, quality of life, and aesthetics of Florida communities while simultaneously making adequate provision for the homeless population of the State; and

WHEREAS, the City Commission desires to update its Code of Ordinances with respect to sleeping, camping and obstructing access to public property to be more consistent with recent Florida law; and

WHEREAS, the United States Eleventh Circuit Court of Appeals held in Joel v. City of Orlando, 232 F.3d 1353 (11th Cir. 2000) that sleeping out-of-doors is not a fundamental right; and

WHEREAS, the City Commission wishes to lawfully prevent sleeping or camping in certain public areas to promote sanitation, public health, and safety, which the court held in Joel v. City of Orlando, 232 F.3d 1353 (11th Cir. 2000) is a legitimate government purpose; and

WHEREAS, the City Commission recognizes that the prohibition of sleeping/ camping in certain public places is necessary to preserve the health, welfare, and safety of the City's residents and visitors; and

WHEREAS, the City Commission further recognizes that the blockage of ingress and egress into and from public areas, as well as the impedance of pedestrian walkways and other public right-of-ways caused by sleeping or camping in certain areas of the City involves the compelling government interest of the City in protecting the health, safety, and welfare of its citizenry and visitors in preserving police and fire department access to such right-of-ways in order to save lives; and

WHEREAS, the City Commission deems this Ordinance necessary to promote public safety and public welfare.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Amendment. Sec. 13-2. Camping and obstructing public streets/public places prohibited., is hereby as follows:

Sec. 13-2. - Camping and obstructing public streets/public places prohibited.

(a) Except as may be allowed in accordance with chapter 5 of the Code, and by applicable rules, regulations or permits, it is unlawful for any person, after having been informed and given notice by a police officer that the following conduct is in violation of a city ordinance to engage in the following conduct:

(1) Sleep, camp, or lodge:

a. On any public right-of-way, sidewalk, street, roadway, or parking lot; or

b. In any city park or beach; or

c. In any city-owned building lobby, entranceway, plaza, or common area.

(2) Construct or maintain any building, structure, tent or use any other objects that are intended to be used for housing accommodations, lodging, sleeping or camping

a. On any public right-of-way, sidewalk, street, roadway, or parking lot; or

b. In any city park or beach; or

c. In any city-owned building lobby, entranceway, plaza or common area.

(3) Obstruct the safe or free passage of persons or vehicles:

a. On any public right-of-way, sidewalk, street, roadway, or parking lot; or

b. In any city-owned building lobby, entranceway, plaza or common area.

(b) *Outreach efforts.* A reasonable attempt shall be made by a police officer to ascertain whether a person is in need of homeless assistance services and/or housing assistance. If a person is determined by a police officer to be in need of housing assistance, the police officer shall inform that person of emergency shelter providers available through local public or private entities.

If it is determined that a person desires housing/shelter assistance, the police officer will take all reasonable steps toward directing the person to the appropriate housing/shelter facility, including

transportation to such facility when and if feasible. When transporting a person to such facility, the officer shall ensure that the person's personal property is secured, pursuant to the Police Department's official policy for personal property procedures, as approved by the Police Chief.

(c) Enforcement. If a person fails to comply with subsection (a) of this section after notice of the violation has been provided, the person may be cited with a violation of the city ordinance pursuant to subsection (a) of this section or they may be charged with a violation of Florida Statute section 810.09 and any other applicable violation(s) of law.

A person cited as provided in subsection (c) of this section may also be issued a trespass violation pursuant to section 5-33 of this Code.

(d) For purposes of this section, the following definitions shall apply:

(1) "Public camping or sleeping" means: lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or lodging or residing overnight in an outdoor space without a tent or other temporary shelter. The term does not include; lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be, or camping for recreational purposes on property designated for such purposes when lawfully permitted.

(2) *Lodging* or *lodge* means to live in or reside in a place temporarily or permanently.

* * *

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

SECTION 3. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the changes set forth in **SECTION 1** herein. Sections of Chapter 13 may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 13 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. Applicability. The newly revised provisions of Section 13-2, camping and obstructing public streets, public places prohibited., set forth herein, shall apply to all applications, decisions or controversies pending before the City of Atlantic Beach upon the effective date hereof or filed or initiated thereafter.

SECTION 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, or any provision of Section 13-2, camping and obstructing public streets, public places prohibited., shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the

remaining sections, sentences, clauses, or provisions of this Ordinance, or Section 13-2, which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading on this 10th day of March 2025.

PASSED by the City Commission on second and final reading and following a public hearing on this 24th day of March 2025.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 20-25-178 amending the operating budget for the fiscal year beginning Oct. 1, 2024, and ending Sept. 30, 2025.

SUBMITTED BY: Brittany Percell, Director of Finance

TODAY'S DATE: March 4, 2025

MEETING DATE: March 10, 2025

BACKGROUND: The budgets of three funds need to be amended as outlined below.

General Fund

The City is expecting to receive a Hurricane Loss Mitigation Program Grant (HLMP) in the amount of $220,000 and funds will be used towards the renovation of Marsh Oaks Community Center. The total expected expenditure amount for the Marsh Oaks Community Center renovation is $916,75. The entirety of this project is expected to be funded: City of Jacksonville ($500,000), City of Jacksonville Community Development Block Grant ($196,751) and Hurricane Loss Mitigation Program Grant ($220,000). An interfund transfer from the General Fund to the Community Development Block Grant Fund will be performed to ensure all related expenditures are captured in one fund.

Community Development Block Grant Fund

The adopted budget includes $113,000 in Community Development Block Grants from City of Jacksonville, whereas the expected amount is $196,751. The adopted budget also includes $226,000 for Marsh Oaks Community Center renovations, whereas the expected project amount is $916,751, as seen above under General Fund. This ordinance will appropriate the additional revenue ($83,751) and expenditure ($690,751) for the Marsh Oaks Community Center renovation project.

Stormwater Fund

The adopted budget does not appropriate funds for the expenditures of the Cutlass Drive Culvert Final Design ($34,502) and Cutlass Drive Ditch Final Design ($49,526). The Aquatic Gardens project is funded by an HMGP grant ($2,201,061) and a Governor Appropriation ($800,000). The budget currently includes a HMGP grant of $1,488,674, whereas the amount should be $2,201,063. The Aquatic Gardens project is currently budgeted for $2,600,000, whereas the expected remaining project amount is $3,001,063. This ordinance appropriated the additional revenue ($712,389) and expenditure ($401,063).

BUDGET: General Fund - $220,000 increase in revenue
$607,000 increase in expenditure
CDBG Fund - $690,751 increase in revenue
$690,751 increase in expenditure
Stormwater Funds – $712,389 increase in revenue
$485,091 increase in expenditure

RECOMMENDATION: Approve Ordinance No. 20-25-178.

ATTACHMENT: Ordinance No. 20-25-178
CDBG Contract
HLMP Grant Agreement
Cutlass Drive Culvert Scope and Fee
Cutlass Drive Ditch Scope and Fee
Aquatic Gardens HMGP Contract

REVIEWED BY CITY MANAGER: 

ORDINANCE NO. 20-25-178

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

WHEREAS, the City Charter of the City of Atlantic Beach requires that the City Commission approve all budgetary increases and transfers at the fund level, and

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

WHEREAS, the City is amending the operating budget to add net funds totaling ($387,000) in the General Fund; $0.00 in Community Development Block Grant Fund and $227,298 in the Stormwater Fund for various expenditures.

WHEREAS, the City of Atlantic Beach did not include the funding for these expenditures in the original adoption of the Fiscal Year 2025 Annual Operating Budget and therefore must amend the budget to have sufficient amounts within the General, Community Development Block Grant, and Stormwater funds in order to fund the expenditures.

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

SECTION 1. The Fiscal Year 2024/2025 Operating Budget is hereby amended as follows:

GENERAL FUND

Revenues:	
HLMP Grant	$220,000
Expenditures:	
Internal Funds Transfer (110)	$607,000
Fund Balance:	**$(387,000)**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Revenues:	
COJ CDBG	$83,751
Internal Funds Transfer (101)	$607,000
Expenditures:	
Infrastructure	$690,751
Fund Balance:	**$ 0.00**

STORMWATER

Revenues:	
FEMA HMGP Grant	$712,389
Expenditures:	
Infrastructure	$485,091
Fund Balance:	**$227,298**

SECTION 2. This ordinance shall take effect immediately upon adoption.

PASSED by the City Commission on first reading this 10th day of March 2025.
PASSED by the City Commission on second and final reading this 24th day of March 2025.

ATTEST:

Donna L. Bartle
City Clerk

Curtis Ford
Mayor

Approved as to form and correctness:

Jason Gabriel
City Attorney

From: Autumn Herrington
To: Swann, Steve; Flower, Kimberly M.
Cc: Liliana Hernandez; McKinsey Whitaker; Autumn Herrington
Subject: 4337-138-A FEMA SOWC/BUD INC Approval Notification
Date: Wednesday, February 19, 2025 4:03:14 PM
Importance: High

Hello Steve and Kim,

REF: 4337-138-A City of Atlantic Beach, Aquatic Gardens, Drainage - Phased FEMA Approval

Important Update:

FDEM received approval for the 4337-138-A Phase II Budget Increase and Scope of Work change, as well as the Phase I Budget Decrease and Reallocation, from **FEMA** this morning.

Revised Approved SOW:

The City of Atlantic Beach proposes drainage improvements to the Aquatic Gardens Subdivision,
located in Atlantic Beach, Florida, 32223. Specifically, the project is located at the Aquatic Drive entrance to the Atlantic Village shopping plaza, along the adjacent drainage channel, and the Aquatic Drive Pond.

The proposed project is to regrade the Aquatic Drive Pond bank and increase the culvert capacity under the Aquatic Drive entrance to the Aquatic Village shopping plaza. The Aquatic Drive Pond bank will be regraded to increase stormwater capacity, the project design elevation for the pond bank is 5.25 FT NAVD. A new control structure will be constructed to manage the pond's water level. The pond control structure includes a flashboard riser (consisting of mitered end (MES), 24" HDPE, inline check valve and headwall). Existing equipment will be utilized by City staff, in anticipation of storm events, to draw down the pond water level to the design elevation of -1 FT NAVD. Rip rap will be installed to strengthen channel slope and bottom around structures and at identified potential erosion locations.

The existing 6-foot-by-8-foot box culvert under the west entrance to the Atlantic Village shopping plaza will be replaced with double 6-foot-by-8-foot box culverts. Additionally, the double box culverts are extended and protected with concrete headwalls, at both upstream and downstream connections to the stormwater channel. A parking lot entrance to the Atlantic Village shopping plaza will be demolished to replace the box culvert. Following the double culvert installation, the existing pavement will be reconstructed, and the project drainage system will connect to existing infrastructure. Amenities impacted by construction will be protected or replaced. Pond and channel slopes will be sodded, and final grade will tie back to existing conditions. The project shall help to reduce loss of service due to localized ponding and roadway overtopping in a neighborhood that has experienced significant and repeated flooding.

The project shall provide protection against a 25-year storm event. Activities shall be completed
in strict compliance with Federal, State, and Local applicable Rules and Regulations.

Approved Budget:
Revised Phase I Total: $191,326.00
Revised Phase II Total: $2,934,751.00
Revised Total Project Cost: $3,126,077.00

The next step is to develop and execute contract modifications (for both Phase I and II). I will prioritize the development of the Phase II contract. **Keep in mind, FDEM does not anticipate any issues with the contract modification process, and it is ultimately up to the City to move forward with the contractor agreement as they see fit, taking into consideration that FDEM and FEMA have both approved the change.** The City does not need permission or approvals from the State to proceed with procurement as it is the Sub-Recipient's responsibility to ensure compliance. Executing the contract modification can sometimes take up to two months after passing through the internal programmatic and legal reviews process.

Let me know if you have any questions or concerns.

Thank you,

Autumn Herrington
Project Manager | Bureau of Mitigation
Florida Division of Emergency Management
Phone: (208) 955-9031
Autumn.Herrington@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

January 10, 2025

Mr. Steve Swann, PE
City Engineer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Re: Cutlass Drive North/South Ditch Improvements (Final Design Phase)

Subject: Scope & Fee Proposal

Dear Mr. Swann:

Hanson Professional Services (Consultant) is pleased to present our scope of services and fee proposal for this project. This scope of work is to provide professional engineering services for ditch improvements in the Cutlass Drive area of Atlantic Beach.

General Objective
The general objective of this scope is to provide a final design along with an opinion of probable construction cost to increase the capacity of the ditch that runs north/south as Cutlass Drive as outlined in the Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024.

Project Description
The improvements under this project will be to increase the cross-sectional area of the existing ditch and transition it to match the proposed conditions to be constructed at the existing box culvert under Cutlass Drive. The intent will be to maximize the ditch cross section without adding any retaining walls/ditch slope hardening and leaving 10 feet of level area between the top of the eastern bank and the right-of-way to allow for maintenance and a future multi-use trail. The limits of the ditch improvement will be from Plaza to Cutlass box culvert northern headwall and from Cutlass box culvert southern headwall to just north of the Aquatic Garden pond, see Exhibit A.

Scope of Services
The Scope of Services for this project involves the following tasks:

Phase I – Design and Permitting

Drainage Design / Plans Production
Design phase services will include the preparation of 100% and final construction plans for the drainage improvements.

(a) Drainage Design/Analysis. The Consultant will update the modeling performed for Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024 to

reflect the final ditch cross section to demonstrate the expected reduction in the peak stages.

(b) Plans. This effort will include finalizing plan sheets sufficient for construction of the proposed improvements. The index of drawings for the plan set will generally include, but not necessarily be limited to the following:

A. Key Sheet
B. General Notes
C. Typical Sections
D. Roadway/Drainage Plan
E. Special Details
F. Cross Sections
G. Erosion & Sedimentation Control Notes/Details

Where applicable, information may be combined on drawing sheets.

Survey Services
No additional survey services are required. The survey acquired for the Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024 and survey previously provided by the City will be used for the basis of the design.

Geotechnical Services
Geotechnical services to identify slope stability criteria are included as part of this scope of services. See attached scope and fee from CSI for more details.

Environmental Services
The proposed improvements do not require any environmental services such as wetland flagging thus these services are not included as part of this scope.

Utility Services
The Consultant will contact the utility owners within the project limits and submit preliminary plans to confirm existing facilities and identify utility impacts anticipated by the proposed improvements. The Consultant will submit final plans to confirm/document existing facility conflicts and address relocation requirements. Coordination of any potential adjustments will be completed. The effort to design utility adjustments is not included as part of this scope and if requested by the effected UAO shall be negotiated under a separate scope of services.

Permitting Requirements
The proposed improvements are expected to qualify for a SJRWMD General Permit. The Consultant will coordinate with SJRWMD and submit the General Permit Application. The Consultant will coordinate a pre-application meeting to confirm the permitting approach early in the project. The City Engineer will handle acquiring the USACE Nationwide permit and the Consultant will assist with exhibits. The City will be responsible for paying permit agency directly or reimburse Consultant for payment once invoice is generated by permitting agency and amount is known. Reimbursement of Consultant paying application fees is not included in the fee included with this scope.

Project Submittal Requirements
100% Design Plans: A PDF of half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design documentation with calculations and an opinion of probable cost will be provided along with the design plans. The plans will be reviewed by

the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal.

Final Signed and Sealed Design Plans: A PDF of digitally signed and sealed half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design documentation with calculations and an opinion of probable cost will be provided along with the design plans. Draft Bid Documents and Project Specifications using City standard format will be included in this submittal. The plans will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal. Agreed upon revisions will be made and revised signed and sealed plans, Bid Documents, and Specifications will be issued.

Subsurface Utility Engineering
Based on previous data collection and utility coordination no significant impacts to utilities is expected. If through the additional coordination under this scope it is determined additional subsurface utility engineering is needed it will be negotiated at that time and will be addressed with an amendment to this scope of services.

Meetings
Consultant will schedule 100% plan review meeting to discuss review comments and relay any design information necessary to convey the intent of the plans.

Consultant will conduct a pre-application meeting with SJRWMD staff to discuss applicable permitting/use of a general permit.

Time Schedule
Within ten (10) days after Notice to Proceed (NTP), Consultant will update the schedule provided with actual dates based on the NTP date. The schedule will follow the outline below.

Receive NTP	
Data Collection/Geotechnical Report	Within 30 days after NTP
Submit 100% Plans	60 days after completion of Geotechnical Report
100% Plans Review Comments (City)	14 days after 100% Plans Submittal
100% Plans Review Meeting	Within 10 days after receipt of City Comments
Submit Final Bid Documents	21 days after 100% Plans Review Meeting

Phase II – Construction Administration

If Phase II is authorized by the City, the specific construction administration services to be provided by the Consultant during the period of construction will be negotiated under a separate contract/scope of services.

Fee
Consultant will complete the scope of services described herein for a total lump sum amount of $49,525.09, as detailed in Exhibit B.

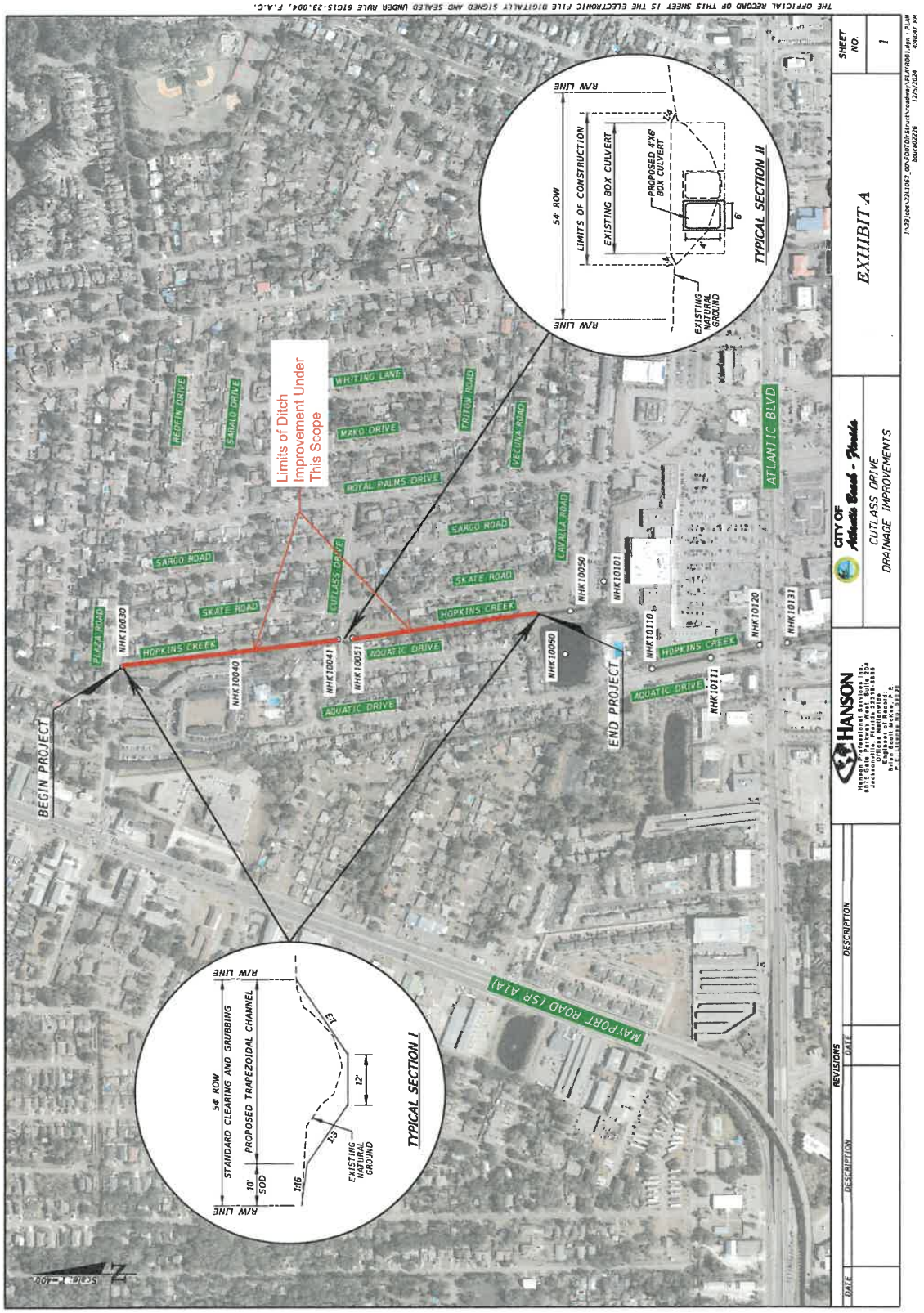

EXHIBIT A
CUTLASS DRIVE
DRAINAGE IMPROVEMENTS
CITY OF Atlantic Beach - Florida
HANSON
SHEET NO. 1
REVISIONS
DESCRIPTION
DATE
Limits of Ditch Improvement Under This Scope
BEGIN PROJECT
END PROJECT
ATLANTIC BLVD
MAYPORT ROAD (SR A1A)
HOPKINS CREEK
SKATE ROAD
AQUATIC DRIVE
SARGO ROAD
ROYAL PALMS DRIVE
MAKO DRIVE
WHITING LANE
TRITON ROAD
REDFIN DRIVE
SABALO DRIVE
CUTLASS DRIVE
LAVALEA ROAD
PLAZA ROAD
NHK10030
NHK10040
NHK10041
NHK10051
NHK10060
NHK10050
NHK10101
NHK10110
NHK10111
NHK10120
NHK10131
TYPICAL SECTION II
54' ROW
LIMITS OF CONSTRUCTION
EXISTING BOX CULVERT
PROPOSED 4'X6' BOX CULVERT
6'
EXISTING NATURAL GROUND
R/W LINE
TYPICAL SECTION I
54' ROW
STANDARD CLEARING AND GRUBBING
PROPOSED TRAPEZOIDAL CHANNEL
10' SOD
12'
EXISTING NATURAL GROUND
R/W LINE

EXHIBIT B
CONTRACT FEE SUMMARY
CUTLASS DRIVE DRAINAGE IMPROVEMENTS

PART I - GENERAL				
1. Project Phase Final Design Phase (Ditch)			**2. Proposal Number** NA	
3. Consultant Name Hanson Professional Services			**4. Date of Proposal** 1/10/2025	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Sr. Project Manager	$ 84.00	78	$ 6,520.42	
Sr. Engineer	$ 72.00	53	$ 3,839.62	
Engineer	$ 45.00	0	$ -	
Sr. Designer	$ 54.00	0	$ -	
Designer	$ 36.00	129	$ 4,644.00	
Clerical	$ 28.00	0	$ -	
Total Direct Labor		260		$ 15,004.03
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150% x Total Direct Labor			$ 22,506.05
7. Subtotal: Labor + Overhead (Items 5 & 6)			$ 37,510.08	
8. Profit: Labor Related Costs	Item 7 x	10%		$ 3,751.01
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
MISCELLANEOUS DIRECT COSTS SUBTOTAL				$78.00
10. Subcontracts/Miscellaneous Other (Lump Sum)				
CSIGEO (Geotechnical)			$ 8,186.00	
SUBCONTRACTS/MISCELLANEOUS OTHER (LUMP SUM) SUBTOTAL				$ 8,186.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)				$ 49,525.09
11. Reimbursable Costs (Limiting Amount)				
TOTAL REIMBURSABLE COSTS				$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 8, 9, 10, 11)				**$ 49,525.09**

PRIME CONSULTANT
ESTIMATE OF WORK EFFORT AND FEE
FINAL PLANS PREPARATION

CONSULTANT:	Hanson Professional Services	**PROJECT NAME:**	CUTLASS DRIVE DRAINAGE IMPROVEMENTS
RFP NUMBER:	NA	**FROM:** Plaza	**TO:** North of Aquatic Gardens Pond
ESTIMATOR NAME / DATE:	Brian McKee, PE 1/10/2025	**PROJECT LENGTH:**	1,900 Lineal Feet

ACTIVITY	Sr. Project Manager RATE = $ 84.00		Sr. Engineer RATE = $ 72.00		Engineer RATE = $ 45.00		Sr. Designer RATE = $ 54.00		Designer RATE = $ 36.00		Clerical RATE = $ 28.00		TOTAL HOURS BY ACTIVITY	SALARY COST BY ACTIVITY
	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST		
Project Management & General Tasks	60	$ 5,040.00	4	$ 288.00	0	$ -	0	$ -	20	$ 720.00	0	$ -	84	$ 6,048.00
Task 1 - Drainage Analysis	7	$ 591.36	28	$ 2,027.52	0	$ -	0	$ -	35	$ 1,260.00	0	$ -	70	$ 3,878.88
Task 2 - Drainage Plans	11	$ 889.06	21	$ 1,524.10	0	$ -	0	$ -	74	$ 2,664.00	0	$ -	106	$ 5,077.15
	78	**$ 6,520.42**	**53**	**$ 3,839.62**	**0**	**$ -**	**0**	**$ -**	**129**	**$ 4,644.00**	**0**	**$ -**	**260**	**$ 15,004.03**
PROJECT TOTALS	**78**	**$ 6,520.42**	**53**	**$ 3,839.62**	**0**	**$ -**	**0**	**$ -**	**129**	**$ 4,644.00**	**0**	**$ -**	**260**	**$ 15,004.03**

STAFF HOUR SUMMARY

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS			TOTAL HOURS	COMMENTS
0.0	**General Project Tasks**				
	Totals			84	
1.0	**Task 1 - Drainage Analysis**				
	Totals			70	
2.0	**Task 2 - Drainage Plans**				
	Totals			106	
	TOTALS:			260	

GENERAL PROJECT TASKS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
0.0	**General Project Tasks**					
0.1	Project Management & General Tasks	LS	1	80	80	Contract admin, Bid docs/Specs
0.3	Meetings	LS	1	4	4	See Listing Below
0.3a	Phase Reviews	EA	1	4	4	100% Plans (2 people)
	TOTALS				**84**	

DRAINAGE ANALYSIS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
1.0	**Analysis**					
1.1	Drainage Analysis	LS	1	12	12	update model to reflect proposed improvements to be constructed
1.2	Design Documentation Report	LS	1	8	8	update drainage docs to reflect final improvements and reduction in peak stage expected
1.3	Project Quantities	LS	1	4	4	100% & Final OPCC (2hrs each)
1.4	Cost Estimate	LS	1	4	4	100% & Final OPCC (2hrs each)
1.5	Utility Coordination	LS	1	8	8	
1.6	Permit Applications	LS	1	20	20	SJRWMD General Permit
1.7	Field Reviews	LS	1	8	8	2 @ 4 hrs each and 2 people
	Analysis Subtotal				**64**	
1.8	Quality Assurance/Quality Control	LS	%	5%	3	
1.9	Supervision	LS	%	3%	2	
	Coordination	LS	%	2%	1	
	Analysis Nontechnical Subtotal				**6**	
	TOTALS				**70**	

DRAINAGE PLANS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
2.0	**Plans**						
2.1	Horizontal/Vertical Master Design File	LS	1	24	0	24	Setup for ditch plan and profile
2.2	Cross Section Master Design File	LS	1	16	0	16	Cross section for evaluating limits of construction within existing ROW at north and south h
2.3	Key Sheet	Sheet	1	1	1	1	
2.4	General Notes	Sheet	1	1	1	1	
2.5	Typical Section Sheets	Sheet	1	4	1	4	
2.6	Project Layout	Sheet	0	0	0	0	
2.7	Plan Sheets	Sheet	4	2	4	8	Time for labeling and sheet setup
2.8	Channel Profile	Sheet	4	2	4	8	Time for labeling and sheet setup
2.9	Special Details	Sheet	1	8	1	8	Misc. details for existing pipes outfalling into ditch
2.10	Cross Sections	EA	32	0.5	8	16	
2.11	Traffic Control Plan/Notes	Sheet	1	4	0	4	Detour plan for closing Cutlass at box culvert
2.12	Erosion & Sediment Control Details/Notes	Sheet	1	8	1	8	
2.13	Utility Adjustment Sheets	Sheet	0	0	0	0	
	Plans Subtotal				**20**	**98**	
2.14	Quality Assurance/Quality Control	LS	%	5%		5	
2.15	Supervision	LS	%	3%		3	
	TOTALS					**106**	

MISCELLANEOUS DIRECT COST

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 1/10/2025

PROJECT NAME: CUTLASS DRIVE DRAINAGE IMPROVEMENTS

ITEM DESCRIPTION								ITEM TOTAL	COMMENTS
Drafting Medium: (Original Reproducibles)									
0 sets		0	Sheets @	$50.00	Per Sheet =			$0.00	
0 sets		0	Sheets @	$1.00	Per Sheet =			$0.00	
Reproduction (Blue Line & Sepias)									
		Blue Line	Mylars	Photocopy					
Public Meeting Copies		0	0	0	Sheets				
50% Plans		0	0	0	Sheets				
100% Plans		0	0	100	Sheets				check prints
Final Plans		0	0	100	Sheets				check prints
Design Docs & Calcs		0		100	Sheets				check prints
Total Sheets		0	0	300					
Cost:	Blue Line	0	Sheets @	$ -	=	$0.00			
	Sepia	0	Sheets @	$ -	=	$0.00			
	Photocopy	300	Sheets @	$ 0.10	=	$30.00		$30.00	
Travel From: [Consultant Office Location]									
To Project:	# Trips								
Transport.	2	x 20	miles x	$ 0.60	per mile			$24.00	Field Review
To City Offices:	# Trips								
Transport.	2	x 20	miles x	$ 0.60	per mile			$24.00	Phase Review Meetings
To Other:	# Trips								
Transport.	0	x 0	miles x	$ 0.60	per mile			$0.00	
Shipping:		Deliveries @ $0.76 Each						$0.00	
Other:								$0.00	
TOTAL MISC DIRECT COSTS								**$78.00**	**Permit Fees are not included in this amount and shall be paid directly by City or Consultant reimbursed if paid by Consultant.**

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GEOTECHNICAL SCOPE OF WORK

Cutlass Drive Ditch Embankment Slope Evaluation

City of Atlantic Beach, Florida

The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data. Due to the limited site access, a Tripod will be used to perform the soil borings.

PROPOSED GEOTECHNICAL EXPLORATION

Field Exploration - The proposed exploration for the ditch embankment will consist of four (4) SPT borings drilled to a depth of 15 feet each. Muck probes will be performed in the ditch. Soil samples will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the Unified Soil Classification Systems (USCS).

Laboratory Testing - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests to be performed are Moisture Content, Organic Content, Percent Fines, and Atterberg Limits.

Engineering/Support Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the exploration will be presented in a report containing the following:

- A brief discussion of the planned construction.
- A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, such as topography, surface vegetation, encountered water tables, etc., as they relate to the planned construction.
- An appendix that contains stratified soil boring profiles and laboratory test data sheets.
- Written discussion of the subsurface conditions encountered.
- Recommendations for the required site preparation and earthwork construction.
- Preliminary evaluation of the ditch embankment slopes and, if necessary, provide suggested alternatives for stabilization. If a stabilization alternative is selected, detailed slope analysis and design recommendations will be provided under a supplemental agreement.

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GEOTECHNICAL FEE ESTIMATE

Geotechnical Exploration

Cutlass Drive Ditch Embankment Slope Evaluation

City of Atlantic Beach, Florida

2394 St. Johns Bluff Road, S Suite 200
Jacksonville, Florida 32246
tel (904) 641-1993

Item Description	Unit	Number of Units	Cost / Unit	Estimated Cost
Field Investigation				
Mobilization-Tripod	ea.	1 ea.	$1,900.00 /ea.	$1,900.00
Tripod Mobilization from Hole to Hole	ea.	3 ea.	$360.00 /ea.	$1,080.00
Ditch Embankment				
4 SPT Boring @ 15' ea.	ft.	60 ft.	$28.00 /ea.	$1,680.00
Muck Probes in the Ditch	day	0.25 day	$1,200.00 /day	$300.00
Temporary Casing	ft.	10 ft.	$19.50 /ea.	$195.00
Boring Layout/Utility Clearance/Difficult Access	hr.	2 hr.	$124.00 /hr.	$248.00
Subtotal:				**$5,403.00**
Laboratory Testing				
Moisture Content	ea.	6 ea.	$22.00 /ea.	$132.00
Percent Fines	ea.	6 ea.	$54.00 /ea.	$324.00
Organic Content	ea.	2 ea.	$54.00 /ea.	$108.00
Atterberg Limits	ea.	2 ea.	$115.00 /ea.	$230.00
Subtotal:				**$794.00**
Engineering/Support Services				
Sr. Geotechnical Engineer	hr.	1 hr.	$204.00 /hr.	$204.00
Geotechnical Engineer	hr.	3 hr.	$164.00 /hr.	$492.00
Staff Geotechnical Engineer	hr.	7 hr.	$124.00 /hr.	$868.00
CADD	hr.	3 hr.	$119.00 /hr.	$357.00
Clerical	hr.	1 hr.	$68.00 /hr.	$68.00
Subtotal:				**$1,989.00**
ESTIMATED FEE:				**$8,186.00**

January 10, 2025

Mr. Steve Swann, PE
City Engineer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Re: Cutlass Drive Drainage Improvements (Culvert Final Design Phase)

Subject: Scope & Fee Proposal

Dear Mr. Swann:

Hanson Professional Services (Consultant) is pleased to present our scope of services and fee proposal for this project. This scope of work is to provide professional engineering services for drainage improvements in the Cutlass Drive area of Atlantic Beach.

General Objective
The general objective of this scope is to provide a final design along with an opinion of probable construction cost to add an additional box culvert or drainage pipe under Cutlass Drive as outlined in the Cutlass Drive Drainage Improvements Memorandum dated November 20, 2024.

Project Description
The improvements under this project will be limited to the area to be disturbed to construct the new box culvert/drainage pipe. The scope presented here is based on utilizing a box culvert/drainage pipe for the additional barrel (per the latest FDOT Standard Plans) and structural design for details to remove a portion of the existing headwall and construction of the new headwall after the construction of the additional box culvert/drainage pipe. No roadway or pedestrian improvements will be designed such as curb and gutter or sidewalk. The handrail on top of the existing upstream headwall will be modified or replaced as needed. The roadway and sidewalk design will be limited to reconstruction to existing condition based on estimated limits of impact required to construct the additional box culvert/drainage pipe.

Scope of Services
The Scope of Services for this project involves the following tasks:

Phase I – Design and Permitting

Drainage Design / Plans Production
Design phase services will include the preparation of 100% and final construction plans for the drainage improvements.

(a) Drainage Design/Analysis. The Consultant will perform modeling of a pipe option that would provide similar results as the proposed 4-foot by 6-foot box culvert. The

results of this analysis will be used to compare the opinion of probable construction costs for each to identify the cost-effective option, box culvert or pipe, to be used in the final construction plans. The consultant will also produce the required documentation required in the HGMP grant that demonstrates an improvement in the hydraulic performance for the proposed hydraulic condition.

(b) Structural Design/Analysis. The Consultant will perform structural calculations and develop details necessary for the proposed box culvert and headwalls/wingwalls.

(c) Plans. This effort will include finalizing plan sheets sufficient for construction of the proposed improvements. The index of drawings for the plan set will generally include, but not necessarily be limited to the following:

A. Key Sheet
B. General Notes
C. Roadway/Drainage Plan
D. Structural Details
E. Traffic Control Plan/Notes
F. Erosion & Sedimentation Control Notes/Details

Where applicable, information may be combined on drawing sheets.

Geotechnical Services
Geotechnical services to support the culvert design are included as part of this scope of services. See attached scope and fee from CSI for more details.

Environmental Services
The proposed improvements do not require any environmental services such as wetland flagging thus these services are not included as part of this scope.

Utility Services
The Consultant will contact the utility owners within the project limits and submit preliminary plans to confirm existing facilities and identify utility impacts anticipated by the proposed improvements. The Consultant will submit final plans to confirm/document existing facility conflicts and address relocation requirements. Coordination of any potential adjustments will be completed. The effort to design utility adjustments is not included as part of this scope and if requested by the effected UAO shall be negotiated under a separate scope of services.

Permitting Requirements
The proposed improvements are expected to qualify for a SJRWMD General Permit. The Consultant will coordinate with SJRWMD and submit the General Permit Application. The Consultant will coordinate a pre-application meeting to confirm the permitting approach early in the project. The City Engineer will handle acquiring the USACE Nationwide permit and the Consultant will assist with exhibits.

Project Submittal Requirements
100% Design Plans: A PDF of half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design documentation with calculations and an opinion of probable cost will be provided along with the design plans. The plans will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal.

Final Signed and Sealed Design Plans: A PDF of digitally signed and sealed half-sized (11" x 17") drawings will be furnished to the City for review and comment. Design

documentation with calculations and an opinion of probable cost will be provided along with the design plans. Draft Bid Documents and Project Specifications using City standard format will be included in this submittal. The plans will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal. Agreed upon revisions will be made and revised signed and sealed plans, Bid Documents, and Specifications will be issued.

Subsurface Utility Engineering
Based on previous data collection and utility coordination the only utility in conflict with the proposed improvements is a water line running east-west along the southern side of Cutlass Drive crossing the existing box culvert. With this being a City owned utility the Consultant will coordinate with the City for any test holes needing to be performed by the City to determine the location of the existing water line to coordinate how this water line will be handled during the construction of the new box culvert/drainage pipe.

Meetings
Consultant will schedule 100% plan review meeting to discuss review comments and relay any design information necessary to convey the intent of the plans.

Consultant will conduct a pre-application meeting with SJRWMD staff to discuss applicable permitting/use of a general permit.

Time Schedule
Within ten (10) days after Notice to Proceed (NTP), Consultant will update the schedule provided with actual dates based on the NTP date. The schedule will follow the outline below.

Receive NTP	
Data Collection/Geotechnical Report	Within 30 days after NTP
Submit 100% Plans	60 days after completion of Geotechnical Report
100% Plans Review Comments (City)	14 days after 100% Plans Submittal
100% Plans Review Meeting	Within 10 days after receipt of City Comments
Submit Final Bid Documents	21 days after 100% Plans Review Meeting

Phase II – Construction Administration

If Phase II is authorized by the City, the specific construction administration services to be provided by the Consultant during the period of construction will be negotiated under a separate contract/scope of services.

Fee
Consultant will complete the scope of services described herein for a total lump sum amount of $34,502.00, as detailed in Exhibit A.

EXHIBIT A
CONTRACT FEE SUMMARY
CUTLASS DRIVE DRAINAGE IMPROVEMENTS

PART I - GENERAL				
1. Project Phase Final Design Phase (Culvert)			**2. Proposal Number** NA	
3. Consultant Name Hanson Professional Services			**4. Date of Proposal** 1/10/2025	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Sr. Project Manager	$ 84.00	0	$ -	
Sr. Engineer	$ 72.00	0	$ -	
Engineer	$ 45.00	0	$ -	
Sr. Designer	$ 54.00	0	$ -	
Designer	$ 36.00	0	$ -	
Clerical	$ 28.00	0	$ -	
Total Direct Labor		0		$ -
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150% x Total Direct Labor			$ -
7. Subtotal: Labor + Overhead (Items 5 & 6)			$ -	
8. Profit: Labor Related Costs	Item 7	x	10%	$ -
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
MISCELLANEOUS DIRECT COSTS SUBTOTAL				$0.00
10. Subcontracts/Miscellaneous Other (Lump Sum)				
CSIGEO (Geotechnical)			$ 10,070.00	
CSI (Structural Design)			$ 24,432.00	
SUBCONTRACTS/MISCELLANEOUS OTHER (LUMP SUM) SUBTOTAL				$ 34,502.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)				$ 34,502.00
11. Reimbursable Costs (Limiting Amount)				
TOTAL REIMBURSABLE COSTS				$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 8, 9, 10, 11)				**$ 34,502.00**

Civil Services, Inc.
Consulting Engineers

BRIDGE • ROADWAY • CIVIL • WATER RESOURCES

Jacksonville • Atlanta • West Palm Beach • Augusta

January 8, 2025

Mr. Brian McKee, P.E.
Hanson Professional Services Inc.
8075 Gate Parkway West
Suite 204
Jacksonville, FL 32216

Re: Cutlass Drive Box Culvert
Miscellaneous Structures Design
Jacksonville, Florida

Dear Mr. McKee:

Civil Services, Inc. (CSI) is pleased to present this structural design proposal and fee estimate for the subject project. We understand the project consists of the design of a single cell box culvert and headwalls at Cutlass Drive. We understand our task on this project includes the following:

- Design of single cell box culvert (4' x 6').
- Design of box culvert headwalls and wingwalls as required

All design criteria shall be based on the latest editions of the FDOT Structures Design Guidelines, FDOT Design Manual, and the AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

Our fee to provide the structural design services on this project is **$24,432.00**.

If you have any questions or concerns, please do not hesitate to contact us. We appreciate your selection of CSI for these services and look forward to serving as your structural consultant on this project.

Sincerely,

CIVIL SERVICES, INC.

Christopher E. Morse, P.E.
President

4601 Touchton Road | Building 300, Suite 3150 • Jacksonville, FL 32246 • (904) 641-1834 • Fax 645-0057
email: csi@civilservicesinc.com • internet: www.civilservicesinc.com

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL				
1. Project Cutlass Drive Box Culvert Design			**2. Proposal Number** NA	
3. Name of Consultant Civil Services, Inc.			**4. Date of Proposal** 1/8/2025	
PART II - LABOR RELATED COSTS				
5. Direct Labor	**Hourly Rate**	**Estimated Hours**	**Estimated Cost**	**TOTAL**
Principal	$216.33	0	$0.00	
Project Manager	$195.00	8	$1,560.00	
Sr. Engineer	$180.00	48	$8,640.00	
Design Engineer	$96.00	80	$7,680.00	
Designer	$78.00	84	$6,552.00	
Clerical	$75.00	0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
		0	$0.00	
TOTAL DIRECT LABOR		220 Hours		$24,432.00
6. Overhead (Combined Fringe Benefit & Administrative)			0.00%	$0.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$24,432.00
8. PROFIT: Labor Related Costs (Item 7)			x 0%	$0.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$0.00
10. SUBCONTRACTS (Lump Sum)			$ 0.00	
			$ 0.00	
SUB-CONTRACT SUB-TOTAL				$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$24,432.00
11. REIMBURSABLE COSTS (Limiting Amount)			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
SUB-TOTAL REIMBURSABLES				$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				**$24,432.00**

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GEOTECHNICAL SCOPE OF WORK
Cutlass Drive Box Culvert
City of Atlantic Beach, Florida

The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data. Due to the limited site access, a Tripod will be used to perform the soil borings.

PROPOSED GEOTECHNICAL EXPLORATION

Field Exploration - The proposed exploration for the culvert addition will consist of two (2) Standard Penetration Test (SPT) borings drilled to a depth of 30 feet each with continuous sampling. Muck probes will be performed in the ditch in front of the box culvert. Soil samples will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the Unified Soil Classification System (USCS).

Laboratory Testing - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests to be performed are Moisture Content, Organic Content, Percent Fines, Atterberg Limits, and Environmental Corrosion testing.

Engineering/Support Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the exploration will be presented in a report containing the following:

- A brief discussion of the planned construction.
- A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, such as topography, surface vegetation, encountered water tables, etc., as they relate to the planned construction.
- An appendix that contains stratified soil boring profiles and laboratory test data sheets.
- Written discussion of the subsurface conditions encountered.
- Evaluation of the subsurface soils and recommendations for the box culvert addition
- Recommendations for the required site preparation and earthwork construction.

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GEOTECHNICAL FEE ESTIMATE
Geotechnical Exploration
Cutlass Drive Box Culvert
City of Atlantic Beach, Florida

2394 St. Johns Bluff Road, S Suite 200
Jacksonville, Florida 32246
tel (904) 641-1993

Item Description	Unit	Number of Units		Cost / Unit		Estimated Cost
Field Investigation						
Mobilization-Tripod	ea.	1	ea.	$1,900.00	/ea.	$1,900.00
Tripod Mobilization from Hole to Hole	ea.	1	ea.	$360.00	/ea.	$360.00
Box Culvert Addition						
2 Standard Penetration Test (SPT) Boring @ 30' ea.	ft.	60	ft.	$28.00	/ft.	$1,680.00
Extra Samples	ea.	12	ea.	$49.00	/ea.	$588.00
Muck Probes in the Ditch	day	0.5	day	$1,200.00	/day	$600.00
Temporary Casing	ft.	20	ft.	$19.50	/ea.	$390.00
Boring Layout/Utility Clearance/Difficult Access	hr.	3	hr.	$124.00	/hr.	$372.00
Subtotal:						**$5,890.00**
Laboratory Testing						
Moisture Content	ea.	8	ea.	$22.00	/ea.	$176.00
Percent Fines	ea.	8	ea.	$54.00	/ea.	$432.00
Organic Content	ea.	4	ea.	$54.00	/ea.	$216.00
Atterberg Limits	ea.	4	ea.	$115.00	/ea.	$460.00
Environmental Corrosion Series	ea.	2	ea.	$250.00	/ea.	$500.00
Subtotal:						**$1,784.00**
Engineering/Support Services						
Sr. Geotechnical Engineer	hr.	1	hr.	$204.00	/hr.	$204.00
Geotechnical Engineer	hr.	4	hr.	$164.00	/hr.	$656.00
Staff Geotechnical Engineer	hr.	8	hr.	$124.00	/hr.	$992.00
CADD	hr.	4	hr.	$119.00	/hr.	$476.00
Clerical	hr.	1	hr.	$68.00	/hr.	$68.00
Subtotal:						**$2,396.00**
ESTIMATED FEE:						**$10,070.00**

RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HLMP & SHELTER DEVELOPMENT

REQUEST FOR REVIEW AND APPROVAL

RECIPIENT:	City of Atlantic Beach
PROJECT #:	DEM-HL00106
PROJECT TITLE:	Veterans Park Community Center Wind Retrofit
CONTRACT #:	B0236
MODIFICATION #:	

RECIPIENT REPRESENTATIVE (POINT OF CONTACT)

William B. Killingsworth
City Manager
800 Seminole Road
Atlantic Beach, FL 32233

Enclosed is your copy of the proposed contract/modification between **City of Atlantic Beach** and the Florida Division of Emergency Management (FDEM).

COMPLETE

- ☒ This form is required to be included with all Reviews, Approvals, and Submittals
- ☒ Reviewed and Approved
- ☒ Signed & Dated Electronic Copy by Official Representative
- ☐ **Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
- ☒ Attachment I – Contracts with Non-Profit Organizations - completed, signed, and dated
- ☒ Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Agreement Number: B0236
Project Number: DEM-HL00106

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Atlantic Beach, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jillian Holzman
HLMP Program Manager
2555 Shumard Oak Blvd
Tallahassee, Florida 32399
Telephone: 850-815-4515
Email: Jillian.Holzman@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

William B. Killingsworth
City Manager
800 Seminole Road
Atlantic Beach, FL 32233
Telephone: 904-247-5817
Email: Billk@coab.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin on **September 3, 2024**, and shall end on **June 30, 2025**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$220,000.00.**

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such

payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether

that subcontractor is a minority business enterprise, as defined in section 288.703,Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Advance or Reimbursement
Attachment E – Justification of Advance Payment
Attachment F – Quarterly Report Form
Attachment G – Warranties and Representations
Attachment H – Certification Regarding Debarment
Attachment I – Florida Accountability Contract Tracking System
Attachment J – Foreign Country of Concern Affidavit

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119,Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant

or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
CITY OF ATLANTIC BEACH

By: _____

Name and title: _Curtis Ford, Mayor

Date: 1-13-25

FID# _59-6000267_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: Hurricane Loss Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: $220,000.00

ATTACHMENT A

SCOPE OF WORK AND BUDGET

STATEMENT OF PURPOSE

The purpose of this Scope of Work is to provide protection to Veterans Park Community Center in Atlantic Beach, Duval County, Florida, funded through the Hurricane Loss Mitigation Program (HLMP) DEM-HL00106, as approved by the Florida Division of Emergency Management (Division).

The Recipient, City of Atlantic Beach, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW

As a Hurricane Loss Mitigation Program (HLMP) project, the Recipient shall provide protection to the Veterans Park Community Center located at Atlantic Beach, Duval County, Florida.

The HLMP project shall provide protection to the Veterans Park Community Center by completing wind retrofit activities.

TASKS AND DELIVERABLES

(A) Tasks

Task 1: Identification and Inspections

The Recipient shall establish a selection process to identify potential structures for mitigation improvements. For residential projects, the selection process shall be open to all Florida homeowners but should avoid conflict of interest. Internal employees, family members, and staff of the Recipient should not be selected.

The Recipient shall ensure that a comprehensive mitigation inspection is conducted of all identified structures. The mitigation inspection shall be performed by a state-certified inspector or local building official. The inspection shall identify any previous mitigation improvements, as well as any mitigation deficiencies. Mitigation efforts cannot be performed on structures with building code violations or unpermitted structures. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e. the structure has already been partially mitigated or the structure does not otherwise require certain measures) the reasons for the deviation.

For wind retrofitting projects, the inspection shall be completed using the state-standard Uniform Mitigation Verification Inspection Form (Form OIR-B1-1802). The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

1) An opinion on whether the structure can be retrofitted to effectively improve structural survivability,
2) An estimate of the roof square footage,
3) An estimate of the square footage of windows and doors,
4) An indication of whether the structure has gable end reinforcement, and

5) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

The Recipient shall provide visual representation for each structure by submitting digital photographs and videos. Photographs and videos must be clear, unobstructed views of all aspects, to include the roof, gables/trusses, doors, windows, and vents.

Initial inspections are due within forty-five (45) days of the contract execution date. Changes to the approved scope of work must be requested and approved by the Division by March 15, 2025.

Task 2: Procurement and PIS Submission

Based on the mitigation deficiencies identified in Task 1, the Recipient shall select a Qualified and Licensed Florida Contractor with open, fair, and competitive bids following the Recipient's local procurement guidelines. The following information shall be submitted to the Division in electronic format:

1) Scope of Work for each structure, based on the inspector's findings listed on each Uniform Wind Mitigation Verification Inspection form or equivalent inspection form,
2) PIS for each structure, and
3) Procurement documentation (bids, quotes, sign in sheets, etc.).

Using the information provided on the Uniform Mitigation Verification Inspection form (or equivalent), the Recipient shall complete a Property Information Sheet (PIS) for each structure. The Recipient shall complete a Property Information Sheet for each structure identified in Task 1. Cost estimates for each project component must be provided by the selected contractor as specified in Task 2. The electronic PIS form is provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient must identify whether:

1) The structure is on grade or not,
2) Any unpermitted work has occurred at the structure, and
3) If any outstanding liens or judgements are attached to the structure or its underlying property.

The Division will conduct a Benefit-Cost Analysis (BCA) on submitted information. Approval or individual properties will be based on a combined BCA ratio. No construction shall be started prior to the Division's issuance of a passing BCA score over 1.

For all structures completing wind retrofit activities, the PIS must also identify and provide protection on any other openings such as vents, louvers, AC units, exhaust fans, machinery tie-downs, as applicable based on the inspection from Task 1. All installations shall be in strict compliance with the Florida Building Code or Miami-Dade specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify the protection according to the manufacturer specifications or local advice. The project shall provide protection against the wind speed protection impact requirements indicated by the effective Florida Building Code at the time permits are issued.

For all project types, the PIS must be completed to reflect all necessary activities to accomplish comprehensive mitigation and reach the required level of protection established by each locality.

PIS is due within ninety (90) dates of the contract execution date. Addition or deletion of properties are due by March 15, 2025.

Task 3: Construction

Upon approval of Task 2 by the Division, the construction phase shall commence. The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient within 10 days of execution.

The Recipient shall provide copies of professional licenses for contractors selected to perform services.

The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

Task 4: Close-Out Package and Final Inspection

The Recipient shall monitor and manage the procurement and installation of all products in accordance with the PIS and associated documentation as presented to and approved by the Division. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.

The Recipient shall fully perform the approved project, as described in the PIS, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project's terms and conditions.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 3, the Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include (as applicable):

1) Copy of Permit(s), notice of commencement.
2) Local Building Official Inspection Report and Final Approval.
3) A copy of electrical designs, specifications, and/or drawings elaborated to complete the scope.
4) Signed and Sealed copy of the as-built plans, as applicable.
5) Certified Letter of Completion, as applicable:
    a. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    b. Certifying Compliance with all applicable codes.

6) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) Proof of compliance with Project Conditions and Requirements contained herein.

A post inspection must be carried out by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as all applicable Florida Building Codes, local building codes, industry standards, and Manufacturer's Specifications.

A request for closeout is to be received by the Division on or before June 15, 2025.

Task 5: Reimbursement and Expenses

During the course of this agreement, the Recipient shall submit requests for reimbursement. The HLMP grant is a cost reimbursement grant, and therefore no Pre-Award costs are authorized. The Recipient should secure funding to ensure successful project completion.

Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipients shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Costs: Project Management Costs are any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Recipient in managing and administering the award to ensure that state requirements are met including: solicitation, development, review, and processing of sub-applications; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with state procurement requirements; documentation of quality of work verification for quarterly reports and closeout; requests for reimbursements; closeout review and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

The Recipient shall pre-audit all project management costs source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown

on the Personnel Activity Form, and all Personnel or Contractual project management costs shall be invoiced separate from all other project costs.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement (fifteen (15) calendar days after the close of the quarter) prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

1) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name and service provider and any other pertinent information,
2) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services, and
3) Clear identification of the amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

(B) Deliverables

Mitigation activities consist of providing protection to Veterans Park Community Center located at Atlantic Beach, Duval County, Florida.

The HLMP project shall provide protection to the Veterans Park Community Center by completing wind retrofit activities.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIRMENTS

(A) Engineering

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Recipient shall submit a signed and sealed final copy of the completed project's as-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Recipient shall submit a final copy of any electrical designs, specifications, and/or drawings elaborated to complete the job, as applicable.

5) The Recipient shall submit a certified letter of completion from the Engineer of Record, as applicable. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying the protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Recipient shall follow all applicable State and Local Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate State and Local permits and clearances may jeopardize funding.

(B) Environmental

1) The Recipient shall follow all applicable state and local laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition, or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by the Division but done substantially at the same time) shall require resubmission to the Division for revaluation of compliance prior to initiation of any work. Non-compliance with the requirements may jeopardize the Division's ability to fund this project. A change in the scope of work shall be approved by the Division in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

(C) Programmatic

1) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2) The Division shall approve of any change in the scope of work in advance, regardless of the budget implementations.
3) The Recipient must obtain "prior written approval" for any budget revision from the Division.
4) Any requests for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of sixty (60) days prior to the expiration date, for Division consideration and processing.
5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
6) Project Management Costs: The HLMP program provides funding to Recipients to efficiently manage the grant and complete activities in a timely manner.
    a. Project management costs must be reasonable, allowable, allocable and necessary to the overall project.
    b. Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
    c. Project management costs cannot exceed 5% of the total project costs awarded.
    d. Project management costs are state funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
    e. If the final project reconciliation results in a reduction of total project costs, any resulting project management cost overpayment shall be reimbursed back to the Division prior to closeout.

7) A request for final inspection and closeout must be received by the Division on or before June 15, 2025.
8) Final inspection request documentation must be received, including:
    a. Request for Final Inspection on Recipient letterhead identifying the HLMP project number, contract number, and must include the following statements:
        i. The project is 100% complete,
        ii. The approved Scope of Work per this project and agreement has been completed and
        iii. All relevant building Codes and Standards have been satisfied.
    b. Electronic folders for each individual structure. The folders must have PDF formatted documents for each of the following:
        i. Color photographs documenting mitigation work (pre and post)
        ii. Building Permit
        iii. Post-Inspection Reports/Certificates of Completion for each structure,
        iv. Florida Approved Product Codes or Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals
        v. All applicable Lien Waivers
    c. An Electronic Spreadsheet to include:
        i. Property Owner's Name
        ii. Property Address
        iii. Pre and Post Inspection Dates
        iv. Mitigation Measures Completed
        v. Total Mitigation Cost
9) Ten percent of the project's total approved budget must be held by the Division until the final inspection is complete. The "Final Reimbursement Request" must be submitted by August 15, 2025.

FINANCIAL CONSEQUENCES

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient,
2) Disallow all or part of the cost of the activity or action not in compliance,
3) Wholly or partly suspend or terminate the current award for the Recipient's program,
4) Withhold further awards for the program, or
5) Take other remedies that may be legally available.

KEY DATES

The Division retains the right to review all Recipients for performance. The key dates are designed to aid the Recipient in fully expending the grant funding awarded. The Division will monitor the Recipient's performance by using the following dates as project milestones. Should the Recipient not be able to adhere to this schedule, please contact the Division immediately for consideration and instructions to request a period of performance extension.

The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Changes to the approved Scope of Work must be requested and approved by March 15, 2025.
Deliverable 2: Procurement and PIS Submission	No later than 90 days post contract execution.	Construction cannot begin until PIS documents are received, project activities are approved, and the project receives a passing BCA score (Benefit Cost Ration greater than 1) and the mitigation inspection report is received and approved.
Deliverable 3: Construction	To be completed by June 1, 2025.	Completion of all mitigation retrofit work.
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2025.	Request for final inspection and closeout documents submitted by June 15, 2025.
Submission of Quarterly Reports	No later than 15 days after the end of the quarter.	Quarterly Reports are due on September 30, December 31, March 31, and June 30.

FUNDING SUMMARY TOTALS

State Share:	$220,000.00	(100%)
Local Share:	$0.00	(0%)
Total Project Cost:	**$220,000.00**	**(100%)**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***Project Management Costs cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation. If the Final Project Reconciliation results in a reduction of total project costs, any resulting project management shall be reimbursed back to the State.*

This is HLMP Project Number DEM-HL00106, City of Atlantic Beach. The Period of Performance shall begin upon the award date of September 3, 2024 and ends on **June 30, 2025**.

Attachment B

Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Windstorm loss mitigation; Requirements for Roofs and Opening Protection

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may

eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10)Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11)Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12)Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: City of Atlantic Beach

ADDRESS: 800 Seminole Road

CITY, STATE, ZIP CODE: Atlantic Beach, FL 32233 Project Number: DEM-HL00106

PAYMENT No:_____ DEM Agreement No: B0236

Eligible Amount 100%	Obligated Federal __%	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE_____ DATE: _____

_____TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $ _____ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $_____ _____ DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK UNDER THE HURRICANE LOSS MTIGATION PROGRAM

RECIPIENT: City of Atlantic Beach PROJECT #: DEM-HL00106

CONTRACT# B0236 FEMA TRACKING #: N/A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: CITY OF ATLANTIC BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

___ **LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT:City of Atlantic Beach — Project Number: DEM-HL00106

PROJECT LOCATION:_____ — DEM ID #: B0236

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) $_____
Provide reimbursement projections for this project:

July-Sep, 20__$_____ Oct-Dec, 20__$_____ Jan-Mar, 20__$_____ Apr-June, 20__$_____

July-Sep, 20__$_____ Oct-Dec, 20__$_____ Jan-Mar, 20__$_____ Apr-June, 20__$_____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:

_____
_____
_____

Provide a schedule for the remainder of work to project completion:

_____
_____
_____

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

_____
_____
_____

Cost Status: [ ] Cost Unchanged [ ] Under Budget [ ] Over Budget

Additional Comments/Elaboration:

_____
_____
_____

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The 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 public grant 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, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Atlantic Beach
Recipient's Name

B0236
DEM Contract Number

DEM-HL00106
Project Number

Attachment I

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Curtis Ford
Signature:	
Title:	**Mayor**
Date:	1-13-25

ATTACHMENT J

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[1] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[2] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[3] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[1] As defined in Section 287.138 (1)(d), Florida Statutes.
[2] As defined in Section 287.138 (1)(c), Florida Statutes.
[3] As defined in Section 287.138 (1)(a), Florida Statutes.

COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES IMPROVEMENTS CONTRACT

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES IMPROVEMENTS CONTRACT (this "**Contract**") is made and entered into on November 13, 2024, but shall be effective as of October 1, 2024 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **CITY OF ATLANTIC 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-24-UC-12-0017 and CFDA No. 14.218 (the "**CDBG Funds**"), which provides for the development, establishment, and administration of 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 agreement between the City and HUD further provides that the City may contract with not-for-profit community organizations to administer and implement certain projects under the grant; and

WHEREAS, pursuant to that certain Inter-Local Agreement between the City and Recipient and approved by the City of Jacksonville Mayor on September 28, 1995, as amended, and as approved by Resolution 95-944-A the City is required to disburse CDBG funds to Recipient up to an annual maximum based upon a percentage of Recipient's population; 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; and

WHEREAS, pursuant to the appropriations and approvals set forth in **Ordinance 2022-362-E** and **Ordinance 2024-432-E**, the City hereby engages the services of Recipient to administer and implement a portion of the CDBG Funds for eligible projects as more particularly set forth in **Attachment A-1** (the "**Project**").

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

ARTICLE 0
Incorporation by Reference

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

ARTICLE I
Supervision

1.1. Recipient agrees to perform the required services for the Project under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division (the "**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 feasibility or quality of the Construction Documents (as defined below), if any; (c) the proper application or expenditure by Recipient of the CDBG Funds; (d) the quality or condition of the Project, including the improvements; or (e) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the construction of the Project, including the improvements. For purposes of this Contract, the term "Construction Documents" means the architect of record's contract, each contractor's contract, all construction, architectural, and other design professional contracts and subcontracts, all change orders, all Governmental Approvals (as defined herein), the plans and specifications, and all other drawings, budgets, bonds, and agreements relating to the construction of the Project. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City, or the City's inspector, 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 (defined below) 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 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 shall perform the services necessary to complete the Project described in **Attachment A-1** (the "**Services**" or "**Scope of Services**"). If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Project, then they are deemed implied by and included within the Project.

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 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 CDBGs, the terms of which are hereby incorporated in this Contract. 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 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 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 a portion of the CDBG Funds in an **amount not to exceed One Hundred Ninety-Six Thousand Seven Hundred Fifty and 72/100 Dollars ($196,750.72)**, 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 Project, and Recipient understands and agrees that whether or not the CDBG Funds are sufficient to complete the Project, Recipient's duty under the provisions of this Contract is to complete the Project.

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, 2026**, for the Project in accordance with the provisions of this Contract. Payments shall be made for the Project on a reimbursement basis pursuant to the Disbursement Request Form set forth in **Attachment B-2**. The City shall not be required to advance any funds. Recipient shall expend the CDBG Funds solely and exclusively for the Project 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 the Recipient for the Project shall be limited to eligible expenses incurred by Recipient **on or before September 30, 2026**, and the City's obligation to make disbursements to Recipient for the Project 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 at the termination of this Contract or after completion of the Project, 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 written demand 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.

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

3.7. The use and disposition of real property and equipment pursuant to this Contract shall be in compliance with the requirements of 24 CFR §§ 570.502–570.504, as applicable.

3.8. In addition to the provisions of section 3.4, upon termination of this Contract, Recipient shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds. Further, any real property under Recipient's control that was acquired or improved in whole or in part with the CDBG Funds (including funds provided to Recipient in the form of a loan) in excess of $25,000 shall either: (a) be used to meet one of the national objectives in 24 CFR § 570.208 until five (5) years after expiration of the Contract, or for such longer period of time as determined to be appropriate by Recipient; or (b) Recipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is program income to the City, and no payment is required after the period of time specified in subsection (a) of this section.

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

3.10. To the extent applicable, Recipient's financial management system and accounting procedures shall meet the requirements of 24 CFR § 570.506 and 2 CFR Part 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 10TH 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 Project activities, including a narrative summary of any progress and a financial statement showing all expenditures appurtenant to the Project. 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 Housing 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 Project information 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 and the Construction Documents. Recipient agrees to allow the City and/or HUD to monitor, observe, and review the progress and quality of the Project 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 Project is proceeding 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 Project and Services. The City has the authority to reject any work that 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, in 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 feasibility or quality of the Construction Documents, if any; (c) the proper application or expenditure by Recipient of the CDBG Funds; (d) the quality or condition of the Project, including the improvements; or (e) the competence or qualifications of any third party furnishing services, labor, or materials related to the construction of the Project, including the improvements. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City or the City's Inspector (as defined herein) 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, 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 **terminate on September 30, 2026**, 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 of the term 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 is false or misleading in any material respect.

(d) Failure by Recipient to expend at least twenty-five percent (25%) of the CDBG Funds within thirteen (13) months of the Effective Date of this Contract.

(e) 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. A default under this provision includes any instance where 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;

(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;

(vi) 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 order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days; or

(vii) If any corporate action shall be taken by Recipient for any purpose of effecting any of the foregoing.

(f) 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 30th 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 materially fails to comply with any term of this Contract, suspension or termination may occur in accordance with 2 CFR § 200.12, the provisions of which are hereby incorporated in this Contract. If funding from CDBG or any other applicable funding source 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 Part 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 is 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 Project 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 Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as amended from 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 amended from time to time, 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 amended from time to time.

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 goods and services and will maintain written documentation in its records of its compliance:

(a) Any purchase of $10,000 or less requires at least one (1) written quotation.

(b) Any purchase greater than $10,000 requires full and open competition.

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 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 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 Division's appropriate project 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. Pursuant to the provisions of Section 448.095, *Florida Statutes*, 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 126.112, *Jacksonville Ordinance Code*, if a public official (as defined in Section 126.110) has a financial interest in Recipient's bid or contract, such public official must disclose to the City's Procurement Division and Housing 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 126.112, *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 126.112 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), 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.

(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 shall be deemed an event of default under section 6.2.

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 §§ 200.317–200.318, 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 the 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 that 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 the 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 hereby incorporated in this Contract, as 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 § 327–333).
- 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) Section 3 – 24 CFR Part 75. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 USC § 1701u) (Section 3) is: (i) to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing; and (ii) to address business concerns of qualifying non-profit agencies that provide economic opportunities to low- and very low-income persons. To the extent applicable, Recipient shall adhere to the provisions of the City's Section 3 Manual available on the City's website.

(b) 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 92.257.

(c) Recipient shall comply with the Federal Funding Accountability and Transparency Act, Public Law 109-282 (the "**FFATA**"), as may be amended from time to time, including all reporting requirements. As required by the FFATA, 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, $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) and 78o(d)) or Section 6104 of the Internal Revenue Code of 1986, as provided in § 2(b)(1) of the FFATA;

(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), pursuant to the provisions of the FFATA. 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 FFATA. 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 and the City's unilateral termination of this Contract upon thirty (30) days' prior written notice to Recipient of the termination.

(d) 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 the City's unilateral termination of this Contract upon thirty (30) days' prior written notice of the termination.

11.3. This Contract is for services related to a project that is subject to the Build America, Buy America Act ("**BABAA**") requirements under Title IX of the Infrastructure Investment and Jobs Act ("**IIJA**"), Pub. L. 177-58. While services are not subject to BABAA, Recipient understands that they are responsible for ensuring that, absent a waiver by HUD, Recipient shall not approve for use in the Project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Recipient shall obtain all necessary compliance certificates for work that is within Recipient's scope of work. Failure to do so shall be a default under this Contract. Guidance on complying with BABAA is outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

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 in Duval County, Florida 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 Project 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 work on the Project. 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, or 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 118, *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 obtained for the construction of the Project, or will obtain prior to beginning of construction of the Project, all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Project, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters (collectively, the **"Governmental Approvals"**), and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

12.3. To the extent applicable to this Contract, no notice of taking by eminent domain or condemnation of any part of the real properties or dwellings contemplated by this Contract has been received, and Recipient has no knowledge that any such proceeding is contemplated with respect to the Project or the improvements.

12.4. No part of any real property or dwelling units contemplated by this Contract has been damaged or injured as a result of any fire, explosion, accident, flood, or other casualty that is not now fully restored.

12.5. Each and every parcel of real property and dwelling unit contemplated by this Contract abuts and has direct access to a legally opened public right-of-way.

12.6. Electricity, public potable water and public sanitary and storm sewerage facilities and, if shown on the plans and specifications, natural gas service, are available at each and every parcel of real property and dwelling unit contemplated by this Contract, or will be available prior to beginning construction, and are of sufficient capacity to service the Project and improvements.

12.7. All public improvements included as part of the Project and/or improvements have been fully authorized by appropriate municipal ordinance or other required municipal action or will be so authorized prior to beginning construction. Recipient is not in default under any other agreement with the City, and Recipient has satisfied all conditions imposed by any governmental authority in connection with the grant of development approval for each and every parcel of real property and dwelling unit contemplated by this Contract.

12.8. 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 Construction Documents; (c) the proper application or expenditure by Recipient of the CDBG Funds; (d) the quality or condition of the Project, including the improvements; or (e) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the construction of the Project, including the improvements. 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 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
Neighborhoods Department, Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Recipient: City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233
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 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

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, that 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 § 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 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 ("**JSEBs**") 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 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, *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 Project and 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 shall 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* (Florida Public Records Law), and Section 286.011, *Florida Statutes* (Florida Sunshine Law). Such laws, rules, regulations, and ordinances 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 $65,000.00, 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.

13.21. Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Recipient:

(a) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(b) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

(c) Is engaged in business operations in Cuba or Syria.

13.22. Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Recipient:

(a) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(b) Is engaged in a boycott of Israel.

13.23. Recipient and its contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred relating to the Project 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.

13.24. The commitment of the CDBG Funds is conditioned upon the satisfactory completion of an environmental review and receipt of the Request for Release of Funds from HUD under 24 CFR Part 58, if required. In accordance with 24 CFR Part 58, sub-recipients, owners, developers, sponsors, or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements for this Project that constitute choice-limiting actions for any CDBG or non-CDBG funds before the environmental review process has been completed and the City has received a release of funds from HUD. Choice-limiting actions are defined by HUD as: property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. If Recipient has any need to expend funds prior to the execution of this Contract (*i.e.*, costs to conduct environmental review, administration, etc.), a written request must be submitted to the City at the address indicated in section 13.2. All requests for pre-award costs are subject to the provisions of 24 CFR § 570.200(h)(1) and 2 CFR Part 200. Any violation of this section will result in the automatic denial of the funding request or the de-obligation of the CDBG Funds, if already awarded.

13.25. 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.

13.26. This Contract may be executed electronically and in any number of counterparts, all of which taken together constitute but one instrument.

13.27. 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 intentionally left blank by the parties. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

CITY OF ATLANTIC BEACH, a Florida municipal corporation in Duval County, Florida

By: _____
William B. Killingsworth
City Manager

Date : 9/30/24

RECIPIENT INFORMATION

Name: City of Atlantic Beach
Contact: Steve Swann, City Engineer
Telephone: (904) 247-5874
Email: sswann@coab.us
Federal Tax Identification Number: 59-6000267
Unique Entity Identifier (UEI): W2ZNQX64HDF5
CAGE Code Number: 1Q4S0

[Signature page of the City of Jacksonville immediately follows this page.]

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
Donna Deegan, Mayor

DATE: 11/13/24

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The 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 or more subsequently issued purchase orders that must reference this contract. All financial examinations and funds that control checking will be made at the time such purchase orders 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 encumbrances shall be made by subsequent purchase orders, as specified in this contract.

_____
Director of Finance
City Contract No.: 684332-25
Purchase Order No.: 684332-25

FORM APPROVED:

By: _____
Office of General Counsel

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GC-#1648367-v2-City_of_Atlantic_Beach_2024-432-E_2024-2025_CDBG_PFI_Contract_(OGC_Approved).docx

LIST OF CONTRACT ATTACHMENTS AND EXHIBITS

Attachment A-1	Scope of Services & Special Requirements
Attachment A-2	CDBG Real Property Use Standards
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 Requirements

ATTACHMENT A-1
Scope of Services

I. **SCOPE OF SERVICES**. During the term of this Contract, Recipient agrees to:

1. Maintain documentation that ensures eligibility and compliance with the national objective of the Community Development Block Grant ("CDBG"). This project is an eligible public facility improvement activity under 24 CFR 570.201(c) and qualifies under the low-moderate area national objective pursuant to 24 CFR 570.208(a)(1).

2. CDBG funding will be used to repave the parking lot and driveway for the Veteran's Park Community Center (formerly an assisted living facility) located at 100 West First Street, Atlantic Beach, Florida (the "Project"). The Veteran's Park Community Center will offer services to veterans and seniors (ages 60+).

3. During the term of this Contract, Recipient shall:

a) Submit to the City procurement documents for review *prior* to soliciting bids.

b) Submit to the City copies of all required approved building permits for the construction of the Project.

c) Conduct and submit routine progress inspections through completion of the Project at a frequency to be determined by the City.

d) Submit to the City partial and final lien releases for the Project.

e) Provide a "Notice to Proceed" to the contractor for construction and installation of the Project.

f) Submit to the City copies of all approved change orders and warranties of equipment and supplies relating to the Project.

g) Follow all Labor Standards, Section 3, Davis-Bacon Act and the City's procurement requirements.

4. Submit disbursement request forms, draw down reports, and monthly status reports, including all backup documentation and Section 3 certified payrolls, on or before the 10TH of each month.

II. **SPECIAL REQUIREMENTS**

A. Recipient shall include in all advertisements or promotions a statement that "*whole or partial funding for the Project is supplied by the City of Jacksonville, Community Development Block Grant program*" or wording to that effect. Construction projects shall include a sign indicating that "*whole or partial funding is supplied by the City of Jacksonville, Community Development Block Grant program*" or wording to that effect. Specifications for the sign shall be supplied by the City.

B. Recipient shall adhere to the CDBG Real Property Use Standards (**Attachment A-2**).

ATTACHMENT A-2
CDBG Real Property Use Standards

I. Recipient shall adhere to the following Real Property Use Standards below:

24 CFR § 570.505 Use of Real Property.

The standards described in this Section apply to real property within Recipient's control which was acquired or improved in whole or in part using CDBG Funds in excess of $25,000.00. These standards shall apply from the date CDBG Funds are first spent for the property until five (5) years after closeout of an entitlement Recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided.

(a) Recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless Recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in 24 CFR § 570.208 (formerly § 570.901) and is not a building for the general conduct of government; or

(2) The requirements in paragraph (b) of this Section are met.

(b) If Recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this Section, it may retain or dispose of the property for the changed use if Recipient reimburses to the City CDBG Funds in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 CFR § 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG Funds received for the Project in accordance with paragraph (b) of this Section, the property will no longer be subject to any CDBG requirements.

II. The above Real Property Use Standards shall survive the termination of this Contract. If Recipient fails to adhere to the Real Property Use Standards as provided above, Recipient shall reimburse to the City directly all CDBG Funds in connection with this Contract in accordance with the provisions of 24 CFR § 570.505(b).

ATTACHMENT B-1
Financial Procedures – Budget

FINANCIAL PROCEDURES

BUDGET

Recipient shall adhere to the following budget in the administration of this Contract.

I. Expenditures

City of Atlantic Beach – Veteran's Park Community Center (driveway & parking lot)	
Expenditure of FY 2023-2024 Contract Funds	$83,750.72
Expenditure of FY 2024-2025 Contract Funds	$113,000.00
Total Expenditures	**$196,750.72**

II. Supplemental Funds

Matching Funds	$0.00
Leverage Funds	$0.00
In-Kind Contributions	$0.00
Total Supplemental Funds	**$0.00**
CDBG Funds • **FY2023 Balance: $83,750.72** • **FY2024: $113,000.00**	**$196,750.72**
Total Project Funds	**$196,750.72**

ATTACHMENT B-2
Disbursement Request Form

DISBURSEMENT REQUEST FORM

Name: City of Atlantic Beach
Address: 800 Seminole Road
Atlantic Beach, Florida 32233
Phone# (904) 247-5874
Tax ID #: 59-600267

Request # _____
Contract# _____
Project# _____

Date Submitted: _____20____
CDBG Budget Total: **$196,750.72**

1. Contract funds received to date: $_____
2. Contract funds previously requested but not yet received: $_____
3. Amount of this request $_____

Line Item & Description	CDBG Total Budget	Contract Funds Received to Date	Amount of this Request	Remaining Balance
FY2023 Contract Funds	$83,750.72			
FY2024 Contract Funds	$113,000.00			
TOTAL	**$196,750.72**			

NOTE: All projects are subject to Davis-Bacon and Section 3. Invoices and Section 3 certified payroll must be submitted with all disbursement requests. Funds WILL NOT be processed without the required documentation.

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. 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 of Jacksonville. 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 Project shall be limited to expenses incurred by Recipient **on or before September 30, 2026**, and the City's obligation to make disbursements to Recipient for the project shall end **sixty (60) days thereafter**.

B. Required Documentation.

Payment requests must be accompanied by closing statements, 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 payment requested as may be deemed appropriate by the City in the City's sole discretion together with any Section 3 documentation required by the City pursuant to this Contract.

Requests for reimbursement of wages, salaries, and fringe benefits must include copies of employee time sheets, demonstrating the number of hours worked per day and per week. Each time sheet 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.

Payment 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 payment request and shall constitute a material breach of this Contract.

ATTACHMENT B-3
Conditions Precedent to City's Disbursements
[continued]

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. **Maximum Amount**. To the extent that construction is involved:

Provided that Recipient has performed all obligations of Recipient when due, and in compliance with the terms and conditions of this Contract, the City shall make disbursements to Recipient for the Direct Costs of the improvements, up to the maximum amount of the CDBG Funds awarded pursuant to this Contract and in accordance with the CDBG regulations. However, in no event shall the City be obligated to make any disbursements in excess of the "Verified Improvements Costs" defined below. For purposes of this Contract, the term "Direct Costs" shall mean the direct construction costs actually incurred and paid by Recipient in connection with the construction of the improvements in accordance with, and as itemized in, the Budget. The term "Verified Improvements Costs" shall mean the aggregate amount of the Direct Costs, as certified by the City Inspector pursuant to the terms of this Contract.

B. **Deficiency.**

1. Deficiency as to Improvements Funding. If construction is involved and for any reason the City determines, in its sole discretion, that the actual cost to complete the improvements exceeds the amount of the proceeds then not disbursed, the City may require Recipient to fund the costs of the improvements without reimbursement or any further disbursements from the City until such deficiency no longer exists. At the City's option, no disbursements shall be made until Recipient has fully complied with this requirement.

2. Deficiency of Project Funding. If construction is involved and for any reason the City determines, in its sole discretion, that the actual cost to complete the Project exceeds the amount of funding then available to Recipient, then the City may require Recipient to fund the costs of the Project without reimbursement or any further disbursements from the City until such deficiency no longer exists. At the City's option, no disbursements shall be made until Recipient has fully complied with this requirement.

C. **City Inspector.**

If construction is involved, the City shall have the right to retain, at Recipient's sole cost and expense, an inspector to act as a consultant to the City (the "**City Inspector**") in connection with the grant and the construction of the Project, to review and advise the City with respect to all matters related to the design, construction, operation and use of the Project, to monitor the progress of construction, and to review disbursement requests and permitted change orders submitted hereunder. The reasonable fees and expenses of the City Inspector shall be due and payable by Recipient as invoiced. Recipient shall provide to the City and the City Inspector facilities commonly made available by contractors for the inspection of construction projects and afford full and free access by the City and the City Inspector to all documents requested. Recipient

acknowledges that (a) City Inspector has been retained by the City to act as a consultant, and only as a consultant, to City in connection with the construction of the Project, (b) the City Inspector shall have no power or authority to make any decision or to give any approval or consent or to do anything which is binding upon the City and any such purported decision, approval, consent or act by the City Inspector on behalf of the City shall be void and of no force or effect, (c) the City reserves the right to make any and all decisions required to be made by the City under this Contract, in its sole and absolute discretion, without, in any instance, being bound or limited in any manner whatsoever by any opinion expressed or not expressed by the City Inspector to the City or to any other person, and (d) the City reserves the right, in its sole and absolute discretion, to replace the individual serving as the City Inspector at any time and without prior notice to or approval by Recipient.

D. **Disbursement Procedures**.

All disbursements shall be made from time to time upon written application of Recipient pursuant to a disbursement request. Recipient shall submit disbursement requests to the City no more frequently than monthly, covering work performed since the prior disbursement request. Each disbursement request shall constitute a representation and warranty by Recipient to the City that: (a) the work performed and the materials supplied as of the date thereof are in accordance with the Construction Documents, this Contract and the Budget, (b) the work and materials for which payment is requested have been physically incorporated into the Project improvements, (c) the value is as stated, (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction, (e) payment for the items described in such Disbursement Request (as defined below) has been made by Recipient (or, at the option of the City, will be made by the City directly to the provider of the service), (f) such Disbursement Request is consistent with the Budget, this Contract, and the City's Housing and Community Development Division's Consolidated Plan, and (g) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing.

E. **Requests for Disbursement**.

For each request for a disbursement, Recipient shall submit to the City a completed written Disbursement Request Form as provided in **Attachment B-2** (each, a "**Disbursement Request**"), together with a check in the amount of the inspection fee set forth in Section II.F. hereof, if required by City. In each Disbursement Request, Recipient shall certify and describe in detail reasonably acceptable to the City: (a) the cost of the labor that has been performed and the materials that have been incorporated into the improvements, (b) the amount actually paid by Recipient for such labor and materials and (c) the amount Recipient is seeking pursuant to the Disbursement Request. Recipient shall attach to each Disbursement Request such invoices, receipts and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Recipient and were expended on and pertain to the improvements.

F. **Inspection**.

If construction is involved, upon receiving each Disbursement Request, the City Inspector shall determine: (a) whether the work completed as of the date of such Disbursement Request has been done satisfactorily and in accordance with the Construction Documents, this Contract and the Budget, (b) the percentage of construction of the improvements and the Project completed as of the date of such Disbursement Request, (c) the Direct Costs actually incurred for work in place as part of the improvements as of the date of such Disbursement Request, (d) the actual sum necessary to complete construction of the improvements and the Project in accordance with the Construction Documents, this Contract and the Budget, and (e) the amount of time from the date of such Disbursement Request that will be required to complete construction of the improvements

and the Project in accordance with the Construction Documents, this Contract and the Budget. At the City's option, Recipient shall pay an inspection fee in the amount of Two Hundred and Fifty Dollars ($250.00) to the City upon submission of each Disbursement Request to cover the cost of the City Inspector engaged by the City to inspect the progress of the Project. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Recipient shall have no right to claim any loss or damage against the City or the City Inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor disbursements or the progress or quality of construction, or (z) failure to otherwise properly administer the grant.

G. **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 that with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

2. Conditions to Initial Disbursement. If construction is involved, the obligation of the City to make the initial disbursement is conditioned upon the occurrence of each of the following:

(a) Recipient shall have provided to the City, in form and substance satisfactory to the City, evidence showing that the income eligible client holds title to the real property upon which Recipient will construct the Project and improvements, and Recipient has caused the execution, recording and delivery of the security documents (***prior to recording any Notice of Commencement***).

(b) Recipient shall have provided to the City, in form and substance satisfactory to the City, evidence that Recipient has applied for and has obtained, or is pursuing and will obtain, all governmental approvals and consents required for the construction of the Project.

(c) Recipient shall have provided to the City proof of insurance coverage as required in this Contract.

(d) Recipient shall have submitted to the City a Disbursement Request, along with all other information and documentation required pursuant to Section II.E. herein.

(e) Recipient shall have provided to the City, in form and substance satisfactory to the City, each document, certificate and instrument required from Recipient under this Contract.

(f) The City shall have received a satisfactory inspection report from City Inspector pursuant to Section II.F. herein.

(g) Recipient shall have provided to the City, in form and substance satisfactory to the City, an updated budget showing the amount of money actually spent by Recipient on particular items and the remaining costs of the improvements and the Project; and

(h) Recipient shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require.

3. Subsequent Disbursements. The City's obligation to make subsequent disbursements is conditioned upon the occurrence of each of the following:

(a) Recipient shall have submitted to the City a Disbursement Request Form, along with all other information and documentation required pursuant to Section II.E. herein; and

(b) Recipient shall have provided to the City, in form and substance satisfactory to the City, each document, certificate and instrument required from Recipient under this Contract; and

(c) The City shall have received a satisfactory inspection report from the City Inspector pursuant to Section II.F. herein; and

(d) Recipient shall have provided to the City, in form and substance satisfactory to the City, an updated budget showing the amount of money actually spent by Recipient on particular items and the remaining costs of the improvements and the Projects; and

(e) Recipient shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require.

4. Conditions to Final Disbursement. The obligation of the City to make the final disbursement is conditioned upon the occurrence of each of the following:

(a) Recipient shall have completed each of the items set forth in subsection II.G.3. herein; and

(b) Recipient shall have provided to the City, in form and substance satisfactory to the City, a final "as-built" survey in compliance with the requirements of this Contract; and

(c) Recipient shall have provided to the City, in form and substance satisfactory to the City, evidence that Recipient has procured an "all-risk" hazard insurance policy; and

(d) Recipient shall have completed each of the Project's completion conditions set forth in this Contract.

ATTACHMENT C
Monthly Status Report
(as may be updated from time to time)

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Project No. _____

Recipient: City of Atlantic Beach

Project: Veterans Park Community Center (Driveway & Parking Lot)

Report Period: _____ to _____ Date Submitted: _____

Person Completing Report: _____

PROGRESS REPORT: Describe progress to date for the utilization of CDBG funding. CDBG Funds will be used to repave the parking lot and driveway for the Veteran's Park Community Center, located at 100 West First Street, Atlantic Beach, Florida. (***Include all required back-up documentation***).

	Date	Current Month Percentage Complete	Year-to-Date Percentage Complete
Create Bid – RFP/ITB*			
Public Bid Advertisement			
Scheduled Pre-Bid Meeting			
Bid Application Return Date			
Issue Notice to Proceed			
Pre-Construction Meeting			
Project Start Date			
Project End Date			

COMMENTS: _____

_____

_____

- ***RFP: Request for Bid***
- ***ITB: Invitation to Bid***

(will provide samples upon request)

ATTACHMENT C
Monthly Status Report
[continued]

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. _____

_____

_____

HOW FUNDS WERE SPENT:
Copies of all canceled checks and bank statements during the report period must be attached to the monthly report to verify payment of previously submitted invoices and billings. Account for all checks, including any voided checks.

SUPPLEMENTARY SUPPORT:
Please describe matching and in-king contributions received during this report period: _____

_____

_____

ADDITIONAL COMMENTS:

_____

_____

_____

I certify that to the best of my knowledge the data reported herein is true and correct.

Signed: _____ Date: _____

Title: _____

FOR HCDD USE ONLY:

Reviewed by:

_____
Program Manager Date

_____
CD Assistant Administrator Date

ATTACHMENT D
Indemnification

INDEMNIFICATION

Subject to the limitations in Section 768.28, *Florida Statutes*, Recipient (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

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, contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Workers' Compensation	Florida Statutory Coverage	
Employers Liability	$1,000,000	Each Accident
	$1,000,000	Disease Policy Limit
	$1,000,000	Each Employee/Disease

This insurance shall cover Recipient (and, to the extent they are not otherwise insured, its contractors and 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.

Commercial General Liability	$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 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)

Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the services required in this Contract. Such coverage 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 years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Builders Risk/Installation Floater	100%	Completed Value of the Project

Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM / ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. It shall include a maximum $10,000 deductible for all claims, other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the Project. Named insureds shall be Contractor, the City, and respective members, officials, employees and agents, the Engineer, and the Program Management Firm(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees, and agents are to be named as a loss payee.

Pollution Liability	$1,000,000	Per Loss
	$2,000,000	Annual Aggregate

Any entity hired to perform services as part of this Contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage 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.

Pollution Legal Liability	$1,000,000	Per Loss
	$2,000,000	Aggregate

Any entity hired to perform services as a part of this Contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Contract. Such coverage 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.

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 W. 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.