



# City of Jacksonville Beach

## Amended Agenda

### City Council

11 North Third Street  
Jacksonville Beach, Florida

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Monday, July 17, 2023

6:00 PM

Council Chambers

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#### MEMORANDUM TO:

The Honorable Mayor and  
Members of the City Council  
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

#### **OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF MINUTES**

- A. Special City Council Public Hearing held on June 20, 2023
- B. Regular City Council Meeting held on June 20, 2023
- C. Council Briefing held on July 10, 2023

#### **APPROVAL OF THE AGENDA**

#### **ANNOUNCEMENTS**

#### **COURTESY OF THE FLOOR TO VISITORS**

#### **CONSENT AGENDA**

- A. Accept the Monthly Financial Reports for the month of June 2023
- B. Award RFP No. 01-2223 to Robin Shepherd Studios, Inc., d/b/a Shepherd for Marketing Services for Beaches Energy Services and authorize the Mayor and City Manager to execute the Contract Agreement
- C. Approve a five-year Lease Agreement with the Sulzbacher Center with an option to renew the lease agreement for five additional three-year terms, for a maximum lease period of no more than 20 years
- D. Approve a Memorandum of Agreement with North Florida Utility Coordinating Group Members for a period of three years and authorize the City Manager to execute the Agreement

#### **MAYOR AND CITY COUNCIL**

#### **CITY CLERK**

#### **CITY MANAGER/NEW BUSINESS**

- A. 1. Award/Reject Bid No. 2223-06 to Petticoat-Schmitt Civil Contractors, Inc., for the construction of Phase IIIC-Project 4 & 5 Infrastructure Improvements for an amount not to exceed \$27,356,084
- 2. Award/Reject Contract Administration and Construction Engineering Inspection Services to GAI Consultants, Inc., for an amount not to exceed \$1,309,970
- 3. Approve/Disapprove a per day early completion incentive up to 150 days for an amount not to exceed \$975,000 in total
- B. Approve/Disapprove the purchase and installation of a mural on the back side of the Seawalk Pavilion by Ernesto Maranje for an amount not to exceed \$50,000
- C. Award/Reject Bid No. 2223-02 for Lawn Care and Landscape Maintenance for Beaches Energy Services to Refined Land Inc. (primary), Arazoza Brothers Corp. (secondary), and Trimac (tertiary)
- D. Approve/Disapprove the purchase of a 45-foot bucket truck from Ring Power in an amount not to exceed \$185,258
- E. Award/Reject RFQ No. 02-2223 to Tietjen Technologies for Fiber Optic and Network Drop Services and authorize the Mayor and City Manager to execute the final contract

## **RESOLUTIONS**

## **ORDINANCES**

- A. Adopt/Deny Ordinance No. 2023-8199 on the second reading for the BEAM Planned Unit Development: PUD Rezoning Application

## **ADJOURNMENT**

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### **NOTICE**

*In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.*

*In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299 no later than one business day before the meeting.*



**Minutes of Special City Council Public Hearing  
Tuesday June 20, 2023 – 5:00 P.M.  
City Council Chambers, 1<sup>st</sup> Floor  
11 North 3<sup>rd</sup> Street, Jacksonville Beach, FL**



The Public Hearing began at 5:01 P.M.

The following City Council Members were in attendance:

**Mayor:** Christine Hoffman

**Council Members:** Sandy Golding      Bill Horn      Dan Janson  
Fernando Meza      Cory Nichols (absent)      Greg Sutton

Also present were City Manager Mike Staffopoulos, Director of Beaches Energy Services Allen Putnam, and City Clerk Sheri Gosselin.

**Purpose of Public Hearing**

The purpose of the hearing was to invite the public to speak in favor of or against adopting two recently proposed Public Utility Regulatory Policies Act (PURPA) standards for Beaches Energy Services.

City Manager Mike Staffopoulos explained the City was required under PURPA standards to hold a public hearing any time new standards are being proposed at the federal level. There are two PURPA standards being proposed. One is related to demand response practices, and the other is related to electric vehicle charging. Mr. Staffopoulos stated this item would be brought back to the Council at the July 10, 2023, Council Briefing for a discussion of the impact of the proposed standards and any public hearing comments.

**Public Hearing**

No one came forward to speak on the proposed PURPA standards.

The public hearing adjourned at 5:20 P.M.

Submitted by: Sheri Gosselin  
City Clerk

Approved:

\_\_\_\_\_  
Christine Hoffman, Mayor

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

**OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

**CALL TO ORDER:**

Mayor Hoffman called the meeting to order at 6:00 P.M.

**ROLL CALL:**

Mayor: Christine Hoffman

|                  |               |              |             |
|------------------|---------------|--------------|-------------|
| Council Members: | Sandy Golding | Bill Horn    | Dan Janson  |
|                  | Fernando Meza | Cory Nichols | Greg Sutton |

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Utilities Superintendent Phillip Brown, Director of Public Works Dennis Barron, Senior Planner Christian Popoli, and City Clerk Sheri Gosselin.

**APPROVAL OF MINUTES:**

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Regular City Council Meeting held on June 5, 2023
- City Council Workshop held on June 7, 2023
- Council Briefing held on June 12, 2023

**APPROVAL OF THE AGENDA**

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, and passed unanimously to approve the agenda.

**ANNOUNCEMENTS:**

Council Member Golding announced a Latham Plaza redesign workshop would be held on June 27, 2023. She mentioned there would be no City Council meeting on July 3, 2023, due to the holiday. She announced the Beaches Watch annual police panel would be held on July 12, 2023.

Council Member Meza thanked the Police Department for their continued enforcement of illegal weapons and drugs. He acknowledged the recent award [Home Rule Hero] Council Member Golding, Council Member Janson, City Manager Staffopoulos, Mayor Hoffman, and he received from the Florida League of Cities.

Mayor Hoffman mentioned June 16, 2023, was World Sea Turtle Day and the ongoing Clean, Dark, Flat campaign. She announced the grand re-opening of the Goodwill Jacksonville Beach location would be held on June 22, 2023.

**COURTESY OF THE FLOOR TO VISITORS:**

- Peter McMahon, 127 Jasmine Street, Atlantic Beach, spoke about Consent Agenda Item B (Go Skate Jax donation).

**CONSENT AGENDA:**

**Item A            Accept the Monthly Financial Reports for the month of May 2023**

**Item B            Accept a donation from Go Skate Jax for an enhancement of the Skate Park at South Beach Park in an approximate amount of \$7,500**

**Item C      Approve an Agreement with Identity Rehab Corporation d/b/a ID Watchdog for employee credit monitoring services**

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the Consent Agenda.

**Voice Vote:** In a voice vote, the motion passed unanimously.

**MAYOR AND CITY COUNCIL:** *None*

**CITY CLERK:** *None*

**CITY MANAGER:**

- Item A      1. Award/Reject Bid No. 2223-05 to Sawcross, Inc., for Water Treatment Plants 1 & 2 and Pollution Control Plant Sodium Hypochlorite Disinfection System Improvement Project for an amount not to exceed \$4,426,092**
- 2. Award/Reject an Agreement with Dewberry Engineers, Inc., for the Construction Administration of the Water Treatment Plants 1 & 2 and Pollution Control Plant Sodium Hypochlorite Disinfection System Improvement Project for an amount not to exceed \$95,259.77**
- 3. Accept/Reject the Legislative Appropriations Grant in the amount of \$250,000**

Utilities Superintendent Phillip Brown reviewed the items.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to award Bid No. 2223-05 to Sawcross, Inc., for Water Treatment Plants 1 & 2 and Pollution Control Plant Sodium Hypochlorite Disinfection System Improvement Project for an amount not to exceed \$4,426,092.

**Discussion:** A brief discussion ensued about the transition period and safety.

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Meza, Nichols, Sutton, Mayor Hoffman  
The motion passed unanimously.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to award an Agreement with Dewberry Engineers, Inc., for the Construction Administration of the Water Treatment Plants 1 & 2 and Pollution Control Plant Sodium Hypochlorite Disinfection System Improvement Project for an amount not to exceed \$95,259.77.

**Discussion:** A discussion ensued about contingency costs.

**Roll Call Vote:** Ayes – Horn, Janson, Meza, Nichols, Sutton, Golding, Mayor Hoffman  
The motion passed unanimously.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to accept the Legislative Appropriations Grant in the amount of \$250,000.

**Discussion:** *None*

**Roll Call Vote:** Ayes – Janson, Meza, Nichols, Sutton, Golding, Horn, Mayor Hoffman  
The motion passed unanimously.

- Item B**
1. **Authorize the following elected officials to attend the FLC Annual Conference on August 10-12, 2023, at the Signia by Hilton Orlando:**  
\_\_\_\_\_
  2. **Authorize the following elected official as the voting delegate at the FLC Annual Conference:** \_\_\_\_\_
  3. **Authorize the following elected officials to attend the Institute for Elected Municipal Officials (IEMO) II training on October 27-28, 2023 at The Shores Resort Daytona**

City Manager Mike Staffopoulos provided background on the items.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to authorize the following elected officials to attend the FLC Annual Conference on August 10-12, 2023, at the Signia by Hilton Orlando: Council Members Sutton, Meza, Janson, and Mayor Hoffman.

**Discussion:** *None*

**Roll Call Vote:** Ayes – Meza, Nichols, Sutton, Golding, Horn, Janson, Mayor Hoffman  
The motion passed unanimously.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to authorize the following elected official as the voting delegate at the FLC Annual Conference: Mayor Hoffman.

**Discussion:** *None*

**Roll Call Vote:** Ayes – Nichols, Sutton, Golding, Horn, Janson, Meza, Mayor Hoffman  
The motion passed unanimously.

There was no motion on Item B3.

**RESOLUTIONS:** *None*

**ORDINANCES:**

- Item A** **Approve/Disapprove Ordinance No. 2023-8198 on the second reading amending Chapter 6 "Beaches and Bulkheads", Article III "Use of Atlantic Ocean Beach", Section 6-45 "Prohibited activities and items on Atlantic Ocean Beach"**

City Attorney Sandra Robinson provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8198 by title only, whereupon Ms. Gosselin read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 6 “BEACHES AND BULKHEADS,” ARTICLE III “USE OF ATLANTIC OCEAN BEACH,” SECTION 6-45 “PROHIBITED ACTIVITIES AND ITEMS ON ATLANTIC OCEAN BEACH,” TO PROVIDE A PROHIBITION AGAINST JUMPING OFF PIER; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”**

Mayor Hoffman read the following: “This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2023-8198.”

**Public Hearing:** No one came forward to speak. Mayor Hoffman closed the public hearing.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2023-8198 on the second reading amending Chapter 6 "Beaches and Bulkheads," Article III "Use of Atlantic Ocean Beach," Section 6-45 "Prohibited activities and items on Atlantic Ocean Beach."

**Discussion:** A brief discussion ensued about the penalty for violation. Ms. Robinson advised the Council would discuss the penalty at the October 9, 2023 Briefing.

**Roll Call Vote:** Ayes – Sutton, Golding, Horn, Janson, Meza, Nichols, Mayor Hoffman  
The motion passed unanimously.

**Item B**      **Approve/Disapprove Ordinance No. 2023-8199 on the first reading for the BEAM [Beaches Emergency Assistance Ministry] Planned Unit Development: PUD Rezoning Application, and schedule a second reading for July 17, 2023**

Senior Planner Christian Popoli provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8199 by title only, whereupon Ms. Gosselin read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.”**

Mayor Hoffman read the following: “This ordinance for the rezoning of property is before this Council for a public hearing and consideration on its first reading.

Under the laws of the State of Florida, an application for the rezoning of a specific property or development site is handled as a ‘quasi-judicial’ proceeding.

A quasi-judicial proceeding means that the City Council is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision-makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant's burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council's decision on a rezoning application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

In addition, the Council has received a copy of the application and the staff and Planning Commission's recommendations on this rezoning request.

I will now open the public hearing on Ordinance No. 2023-8199."

**Agent:** Hunter Faulkner, 1 Independent Drive, Jacksonville Beach, provided additional background on the item.

**Public Hearing:**

The following spoke in support of the ordinance:

- Willie McLaurin, 102 11<sup>th</sup> Street South, Jacksonville Beach
- Maureen Hermann, 4300 South Beach Parkway, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Mayor Hoffman read the following:

"Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record whether the member has had any ex-parte communications on the matter, and if so, disclose both the names of persons and the substance of the ex-parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process. Written ex-parte communications, whether sent to one member or all members, do not have to be disclosed on the record, but must be made a part of the record by sending/forwarding them to the City Clerk."

**Ex-Parte Communications:**

Mayor Hoffman disclosed she had multiple conversations with Lori Richards and Shelly Hansen about the process.

Council Members Sutton and Horn disclosed they received emails from Ms. Richards.

Council Member Meza disclosed he received a phone call from Susie [no last name provided].

Council Members Nichols and Janson had no ex-parte communication.

Council Member Golding disclosed she had several phone calls with Ms. Richards and discussed concerns raised at the Planning Commission meeting.

**Motion:** It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2023-8199 on the first reading for the BEAM Planned Unit Development: PUD Rezoning Application, and schedule a second reading for July 17, 2023.

Mayor Hoffman read the following:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined, and the decision was made.”

**Discussion:** A discussion ensued about BEAM, parking, square footage, and the intensity of a retail use.

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Meza, Nichols, Sutton, Mayor Hoffman  
The motion passed unanimously.

**ADJOURNMENT:**

There being no further business, in a vote voice, the meeting adjourned at 6:49 P.M.

Submitted by: Sheri Gosselin  
City Clerk

Approval:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

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

**Minutes of City Council Briefing  
Monday, July 10, 2023 – 5:00 P.M.  
City Council Chambers, 1<sup>st</sup> Floor  
11 North 3<sup>rd</sup> Street, Jacksonville Beach, FL**



The Council Briefing began at 5:02 P.M.

The following City Council Members were in attendance:

**Mayor:** Christine Hoffman

|                         |               |              |             |
|-------------------------|---------------|--------------|-------------|
| <b>Council Members:</b> | Sandy Golding | Bill Horn    | Dan Janson  |
|                         | Fernando Meza | Cory Nichols | Greg Sutton |

Also present were City Manager Mike Staffopoulos, Director of Public Works Dennis Barron, Chief of Police Gene Paul Smith, and City of Jacksonville Chief of Engineering and Construction Management Robin Smith.

**Purpose of Briefing**

The purpose of the Briefing was to update the Council members about ongoing items in the City.

**City Manager**

City Manager Mike Staffopoulos recognized two Florida League of Cities representatives in the audience, Tara Taggart and Michaela Metcalfe.

**Penman Road Concept Reviews**

Mr. Staffopoulos provided a brief background of the Penman Road project. Director of Public Works Dennis Barron stated he and Council Member Sandy Golding are the designated City contacts for the Penman Road project. Mr. Barron introduced City of Jacksonville (COJ) Chief of Engineering and Construction Management Robin Smith, who reviewed a PowerPoint presentation [on file] of the conceptual plan for the Penman Road Project.

A conversation ensued regarding the conceptual plan. Mr. Smith explained the next steps were for him, additional COJ staff members, representatives from Peters & Yaffee Transportation & Traffic Engineering Firm, and possibly other local officials to attend a public open house for the community. Mr. Smith stated the public open house would be scheduled within the next month.

**City Council Representation to Outside Agencies**

Mr. Staffopoulos reminded the Council if they are having conversations or engaging with outside agencies, please share the information with all City of Jacksonville Beach (COJB) elected officials. Mr. Staffopoulos explained the Council Briefing process allows elected officials to be assigned individual tasks or be a point of contact for individual projects or specific initiatives taking place. No contact should be made if an elected official is not the appointed individual.

Council Member Nichols asked about the follow-up status with the Florida Department of Transportation (FDOT) regarding semi-truck parking on A1A. Chief of Police Gene Paul Smith stated he would follow up for more information. Mr. Nichols stated he would also follow up as he is the point of contact for this initiative.

Mr. Staffopoulos reviewed the protocol for elected officials contacting department heads directly versus going through the City Manager's office.



Future Briefing Topics

Mr. Staffopoulos reviewed the calendar printout [on file] of upcoming Council Briefings and the proposed topics.

Ms. Golding asked for clarification regarding the recently passed Senate Bill 718, referencing prohibiting an initiative or referendum process regarding any land development regulation. A representative in attendance from the Florida League of Cities stated she would research the topic for more information and report back to the City. Mr. Staffopoulos stated the City Attorney would also research the topic and report back to the Council with additional information.

Miscellaneous topics

Mayor Hoffman reported the COJB is scheduled for beach renourishment in March 2024. She stated the renourishment cost share is based on how many parking units are available, and the count includes bike racks.

Mayor Hoffman spoke about the recent resignation and upcoming expiring terms of the Community Redevelopment Agency (CRA). She reminded the Council interviews for CRA applicants would be held on August 4<sup>th</sup> and August 9<sup>th</sup>, 2023.

Mr. Staffopoulos reminded the Council of the joint Council and CRA meeting scheduled for July 24, 2023. Mr. Staffopoulos asked the Council if they wished to discuss the Latham Plaza redesign project at the joint meeting. The consensus of the Council was to discuss the Latham Plaza redesign project.

Mr. Nichols asked about the Request for Proposal (RFP) status for the proposed parking garage next to Latham Plaza. Mr. Staffopoulos responded the RFP had been drafted and should go out for bid in the upcoming months.

Ms. Golding asked Mr. Barron for an update regarding the 4<sup>th</sup> Street project. Mr. Barron provided an update regarding the 4<sup>th</sup> Street project and other projects within the City. It was suggested by the Council for Public Works staff to work with the Communications Manager Jacob Board to post a detailed update regarding the Public Works projects on the home page of the City's website.

The Briefing adjourned at 6:50 P.M.

Submitted by: Jodilynn Byrd  
Deputy City Clerk

Approved:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

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



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach, FL 32250

| CITY COUNCIL AGENDA ITEM |                                                      |
|--------------------------|------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                |
| FROM:                    | Ashlie Gossett, Chief Financial Officer              |
| DATE:                    | 05/08/2023                                           |
| SUBJECT:                 | Monthly Financial Reports for the month of June 2023 |

#### BACKGROUND

Attached are the monthly financial reports for June 2023 as prepared by the Finance Department. These reports represent nine months of activity, or 75% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

#### FINANCIAL IMPACT

For informational purposes only.

#### REQUESTED ACTION

Accept the Monthly Financial Reports for the month of June 2023

#### ATTACHMENTS

1. 2023-6 June Financials



# SUMMARY BUDGET REPORT

June 30, 2023

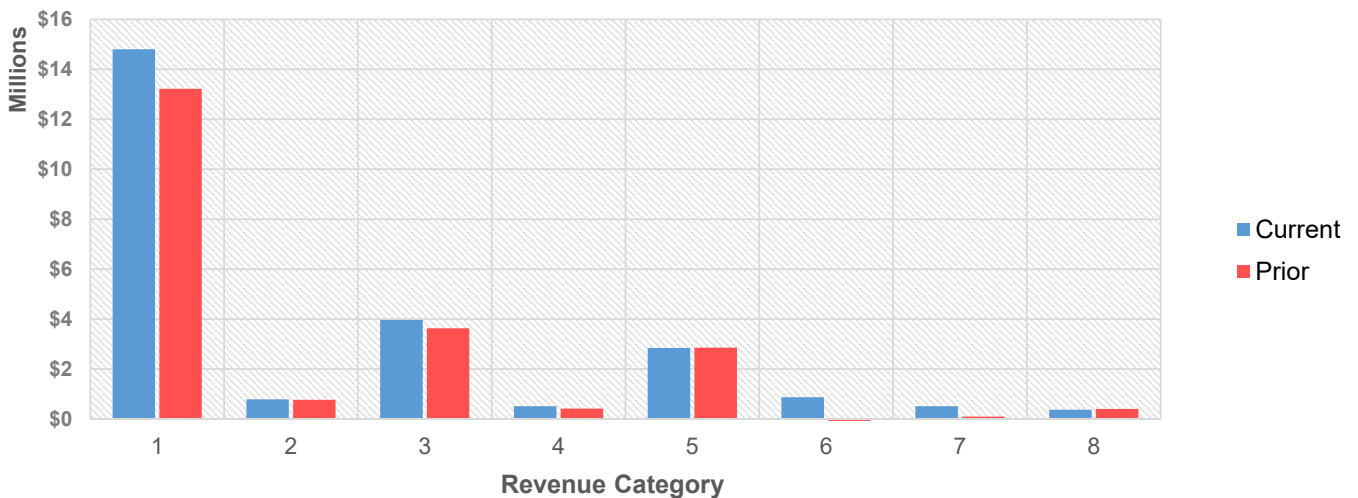
74.8% of Year Elapsed

## Exhibit 1

### General Fund Revenues

| Revenue Category            | Current Year Revenue to Date | Current Year Revenue % of Budget | Prior Year Revenue to Date | Prior Year Revenue % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|-----------------------------|------------------------------|----------------------------------|----------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| 1 Taxes                     | 14,801,419                   | 89.7%                            | 13,218,316                 | 88.7%                          | 1.0%                                      | 1,583,104                                  |
| 2 Licenses & Permits        | 788,008                      | 121.7%                           | 770,083                    | 127.3%                         | -5.6%                                     | 17,925                                     |
| 3 Intergovernmental Revenue | 3,964,876                    | 92.4%                            | 3,632,584                  | 87.8%                          | 4.6%                                      | 332,291                                    |
| 4 Charges for Services      | 512,316                      | 112.3%                           | 416,321                    | 88.7%                          | 23.7%                                     | 95,995                                     |
| 5 Enterprise Contributions  | 2,846,546                    | 75.0%                            | 2,861,395                  | 75.0%                          | 0.0%                                      | (14,849)                                   |
| 6 Miscellaneous Revenue     | 874,342                      | 314.5%                           | (75,226)                   | -22.6%                         | 337.2%                                    | 949,568                                    |
| 7 Fines & Forfeitures       | 514,391                      | 302.6%                           | 96,827                     | 59.8%                          | 242.8%                                    | 417,564                                    |
| 8 Interfund Transfers       | 373,939                      | 72.8%                            | 401,518                    | 78.1%                          | -5.4%                                     | (27,579)                                   |
| <b>Total Revenues</b>       | <b>\$24,675,838</b>          | <b>92.6%</b>                     | <b>\$21,321,818</b>        | <b>85.5%</b>                   | <b>7.1%</b>                               | <b>\$3,354,019</b>                         |

### Current Year vs. Prior Year



### Discussion

Total General Fund revenues are over budget for the current year, due in part to the timing of ad valorem tax distributions.

- The increase in intergovernmental revenues is attributable to a reimbursement by the State for police mutual aid provided during Hurricane Ian.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.
- The increase in fines & forfeitures is attributable to settlement proceeds from the SLG code enforcement case and an opioid litigation settlement distribution.



## SUMMARY BUDGET REPORT

June 30, 2023

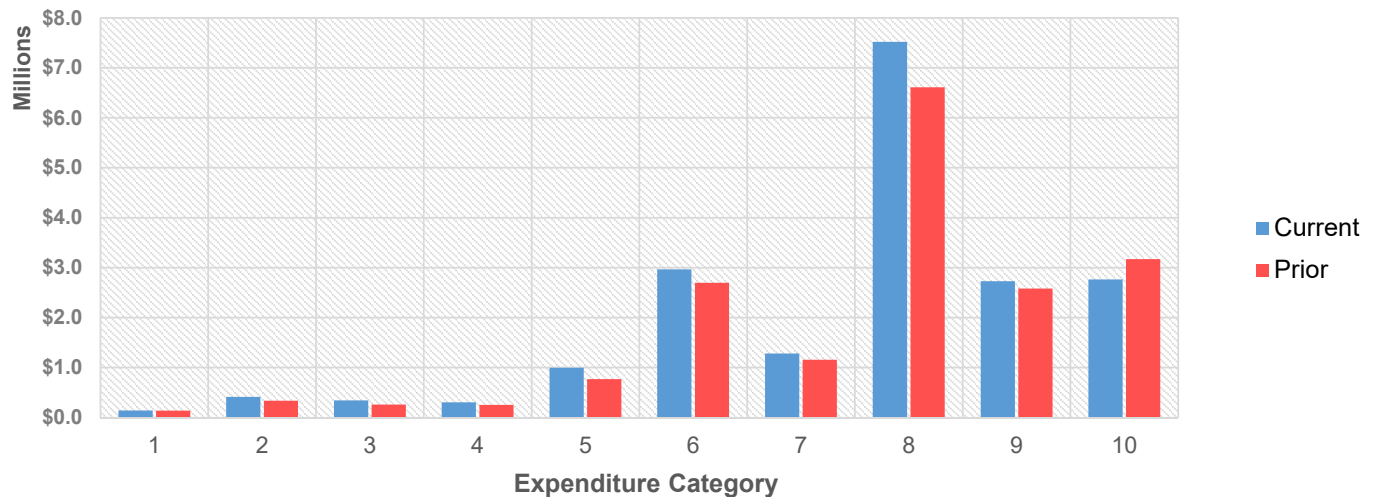
74.8% of Year Elapsed

### Exhibit 2

### General Fund Expenditures

| Expenditure Category       | Current Year Expenditures to Date | Current Year Expenditures % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|----------------------------|-----------------------------------|---------------------------------------|---------------------------------|-------------------------------------|-------------------------------------------|--------------------------------------------|
| 1 City Administration      | 140,629                           | 71.7%                                 | 138,101                         | 73.8%                               | -2.0%                                     | 2,528                                      |
| 2 City Attorney            | 412,638                           | 71.4%                                 | 337,832                         | 70.0%                               | 1.4%                                      | 74,806                                     |
| 3 City Clerk               | 342,968                           | 71.6%                                 | 260,009                         | 57.0%                               | 14.6%                                     | 82,959                                     |
| 4 Building Maintenance     | 304,863                           | 67.1%                                 | 253,445                         | 57.7%                               | 9.4%                                      | 51,418                                     |
| 5 Planning and Development | 997,879                           | 65.4%                                 | 770,297                         | 63.7%                               | 1.7%                                      | 227,582                                    |
| 6 Parks and Recreation     | 2,965,662                         | 71.3%                                 | 2,697,590                       | 68.7%                               | 2.6%                                      | 268,072                                    |
| 7 Public Works             | 1,281,678                         | 69.5%                                 | 1,156,258                       | 59.9%                               | 9.6%                                      | 125,420                                    |
| 8 Police                   | 7,522,355                         | 74.3%                                 | 6,611,578                       | 66.5%                               | 7.7%                                      | 910,776                                    |
| 9 Fire Services            | 2,730,289                         | 76.5%                                 | 2,581,148                       | 77.0%                               | -0.5%                                     | 149,141                                    |
| 10 Non-Departmental        | 2,764,789                         | 65.7%                                 | 3,172,422                       | 75.0%                               | -9.3%                                     | (407,633)                                  |
| <b>Total Expenditures</b>  | <b>19,463,750</b>                 | <b>71.7%</b>                          | <b>17,978,679</b>               | <b>68.8%</b>                        | <b>3.0%</b>                               | <b>\$1,485,070</b>                         |

### Current Year vs. Prior Year



### Discussion

Total General Fund expenditures are under budget for the current year and in line with prior year expenditures on a percent of budget basis.

- 5 The increase in Planning and Development expenditures is largely due to professional services supporting the comprehensive plan and land development code updates.
- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 4th of 10 annual payments to satisfy this obligation.



# SUMMARY BUDGET REPORT

June 30, 2023

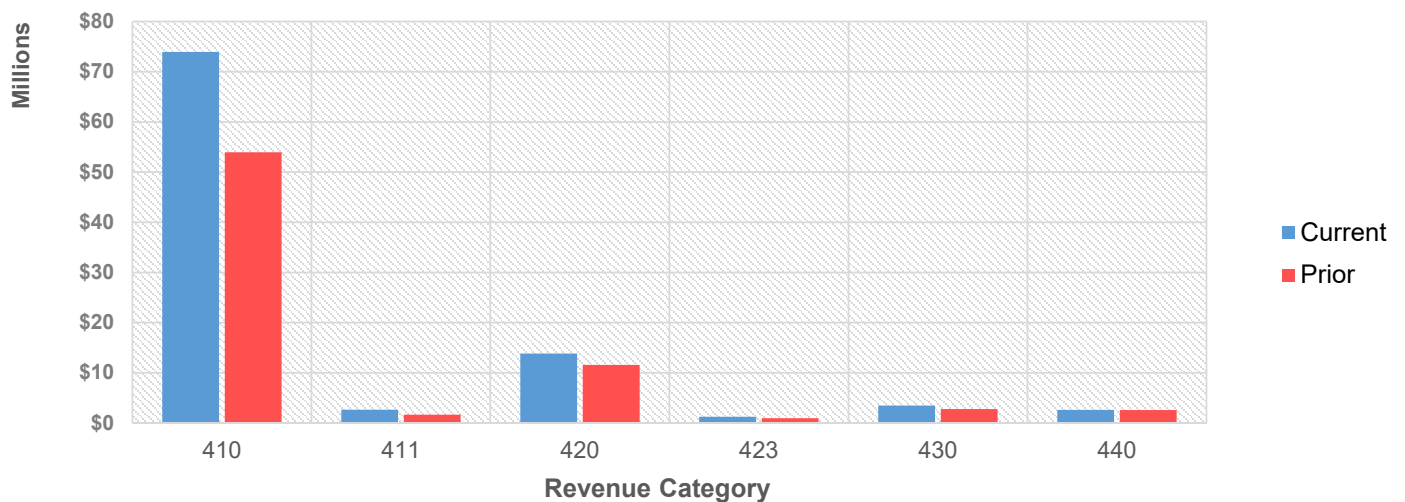
74.8% of Year Elapsed

## Exhibit 3

### Enterprise Fund Revenues

| Revenue Category      | Current Year Revenue to Date | Current Year Revenue % of Budget | Prior Year Revenue to Date | Prior Year Revenue % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|-----------------------|------------------------------|----------------------------------|----------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| 410 Electric          | 73,931,671                   | 77.0%                            | 53,936,317                 | 64.9%                          | 12.2%                                     | 19,995,354                                 |
| 411 Natural Gas       | 2,635,035                    | 119.4%                           | 1,631,783                  | 81.3%                          | 38.1%                                     | 1,003,252                                  |
| 420 Water & Sewer     | 13,807,122                   | 86.4%                            | 11,565,858                 | 76.5%                          | 9.9%                                      | 2,241,265                                  |
| 423 Stormwater        | 1,214,955                    | 85.8%                            | 934,762                    | 64.3%                          | 21.5%                                     | 280,193                                    |
| 430 Sanitation        | 3,466,649                    | 89.6%                            | 2,735,377                  | 77.5%                          | 12.1%                                     | 731,272                                    |
| 440 Golf Course       | 2,606,462                    | 91.8%                            | 2,548,240                  | 112.1%                         | -20.3%                                    | 58,222                                     |
| <b>Total Revenues</b> | <b>\$97,661,894</b>          | <b>79.9%</b>                     | <b>\$73,352,337</b>        | <b>68.2%</b>                   | <b>11.7%</b>                              | <b>\$24,309,556</b>                        |

### Current Year vs. Prior Year



### Discussion

Total Enterprise Fund revenues are ahead of current year budget estimates and prior year revenues on a percent of budget basis. Increases in all funds are due in part to the adjustment to market value of the City's pooled investment assets.

410 The increase in Electric revenues is due to an increase in the pass-through bulk power cost adjustment used to pay for the rising cost of electricity from the City's provider.

411 The increase in Natural Gas revenues is attributable to an increase in the pass-through cost of gas adjustment used to pay for the rising cost of natural gas from the City's provider.



## SUMMARY BUDGET REPORT

June 30, 2023

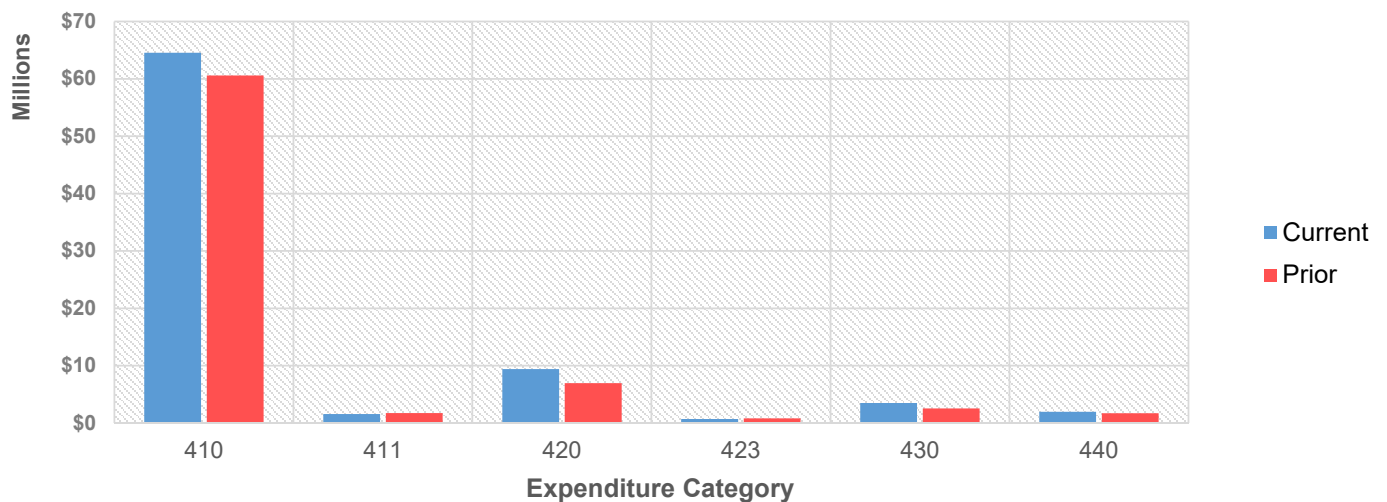
74.8% of Year Elapsed

### Exhibit 4

#### Enterprise Fund Expenditures

| Expenditure Category      | Current Year Expenditures to Date | Current Year Expenditures % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|---------------------------|-----------------------------------|---------------------------------------|---------------------------------|-------------------------------------|-------------------------------------------|--------------------------------------------|
| 410 Electric              | 64,540,079                        | 63.2%                                 | 60,580,261                      | 66.8%                               | -3.6%                                     | 3,959,818                                  |
| 411 Natural Gas           | 1,537,618                         | 75.5%                                 | 1,709,555                       | 80.9%                               | -5.4%                                     | (171,937)                                  |
| 420 Water & Sewer         | 9,392,165                         | 46.7%                                 | 6,926,009                       | 30.9%                               | 15.8%                                     | 2,466,156                                  |
| 423 Stormwater            | 686,886                           | 14.6%                                 | 775,178                         | 29.0%                               | -14.4%                                    | (88,293)                                   |
| 430 Sanitation            | 3,457,552                         | 75.2%                                 | 2,507,766                       | 58.5%                               | 16.7%                                     | 949,786                                    |
| 440 Golf Course           | 1,934,517                         | 64.7%                                 | 1,694,889                       | 70.1%                               | -5.3%                                     | 239,628                                    |
| <b>Total Expenditures</b> | <b>\$81,548,816</b>               | <b>59.7%</b>                          | <b>\$74,193,659</b>             | <b>59.6%</b>                        | <b>0.2%</b>                               | <b>\$7,355,158</b>                         |

#### Current Year vs. Prior Year



#### Discussion

Total Enterprise Fund expenditures are under budget for the current year and in line with prior year expenditures on a percent of budget basis.

410 The increase in the Electric Fund is largely attributable to the rising cost of purchased power.

420 The increase in Water & Sewer expenditures is largely attributable to the timing of capital outlay in the current year.

423 The decrease in Stormwater expenditures is largely attributable to the timing of capital outlay in the prior year.

430 The increase in Sanitation expenditures from the prior year reflects the new solid waste and recycling contract.



# SUMMARY BUDGET REPORT

June 30, 2023

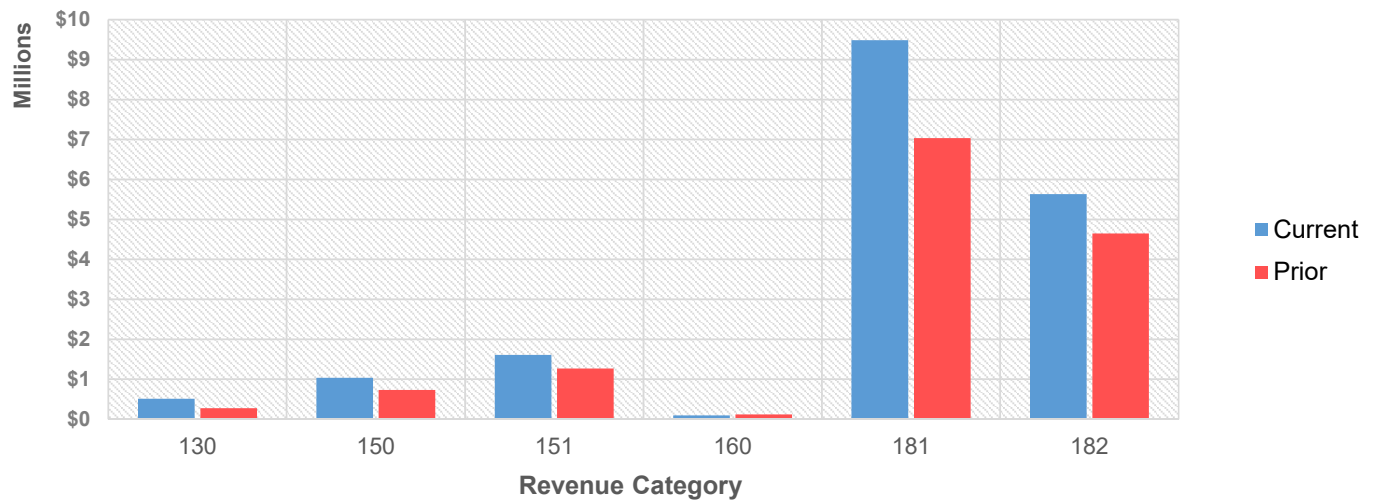
74.8% of Year Elapsed

## Exhibit 5

### Special Revenue Fund Revenues

| Revenue Category            | Current Year Revenue to Date | Current Year Revenue % of Budget | Prior Year Revenue to Date | Prior Year Revenue % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|-----------------------------|------------------------------|----------------------------------|----------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| 130 Convention Development  | 514,840                      | 123.0%                           | 276,458                    | 73.7%                          | 49.3%                                     | 238,382                                    |
| 150 Local Option Gas Tax    | 1,038,863                    | 90.0%                            | 732,858                    | 92.1%                          | -2.1%                                     | 306,005                                    |
| 151 Infrastructure Surtax   | 1,609,385                    | 108.9%                           | 1,268,387                  | 86.7%                          | 22.1%                                     | 340,997                                    |
| 160 Community Dev Blk Grant | 94,939                       | 66.9%                            | 122,518                    | 86.3%                          | -19.4%                                    | (27,579)                                   |
| 181 Downtown Increment Fund | 9,484,999                    | 105.6%                           | 7,031,675                  | 91.9%                          | 13.7%                                     | 2,453,324                                  |
| 182 Southend Increment Fund | 5,636,267                    | 191.2%                           | 4,650,344                  | 172.7%                         | 18.5%                                     | 985,923                                    |
| <b>Total Revenues</b>       | <b>\$18,379,292</b>          | <b>121.6%</b>                    | <b>\$14,082,239</b>        | <b>107.3%</b>                  | <b>14.2%</b>                              | <b>\$4,297,052</b>                         |

### Current Year vs. Prior Year



### Discussion

Total revenues in the Special Revenue Funds are ahead of prior year actuals on a percent of budget basis.

130 Convention Development revenues reflect receipts through April. The increase over the prior year is due to the timing of deposits from the City of Jacksonville.

160 Community Development Block Grant revenues are received on a reimbursement basis.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases over the prior year are largely due to investment interest earnings.



## SUMMARY BUDGET REPORT

June 30, 2023

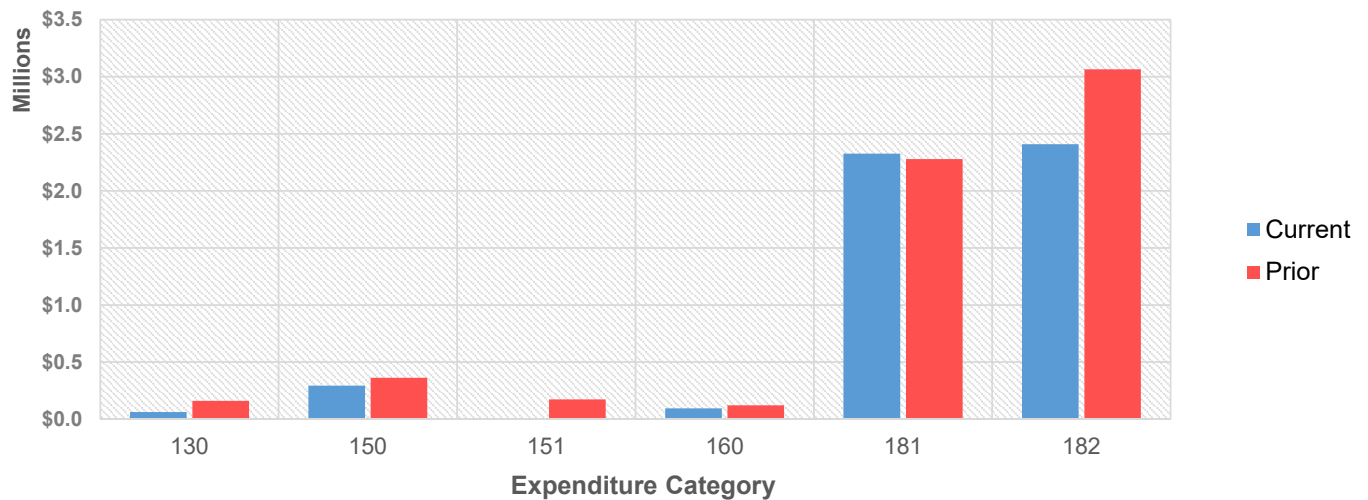
74.8% of Year Elapsed

### Exhibit 6

#### Special Revenue Fund Expenditures

| Expenditure Category        | Current Year Expenditures to Date | Current Year Expenditures % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|-----------------------------|-----------------------------------|---------------------------------------|---------------------------------|-------------------------------------|-------------------------------------------|--------------------------------------------|
| 130 Convention Development  | 63,318                            | 8.1%                                  | 161,420                         | 28.1%                               | -20.1%                                    | (98,102)                                   |
| 150 Local Option Gas Tax    | 294,852                           | 35.8%                                 | 362,727                         | 45.3%                               | -9.4%                                     | (67,875)                                   |
| 151 Infrastructure Surtax   | 10,300                            | 0.9%                                  | 174,474                         | 12.8%                               | -11.9%                                    | (164,174)                                  |
| 160 Community Dev Blk Grant | 94,939                            | 66.9%                                 | 122,518                         | 86.3%                               | -19.4%                                    | (27,579)                                   |
| 181 Downtown Increment Fund | 2,324,977                         | 7.9%                                  | 2,278,991                       | 23.0%                               | -15.1%                                    | 45,986                                     |
| 182 Southend Increment Fund | 2,408,618                         | 19.9%                                 | 3,064,855                       | 26.7%                               | -6.8%                                     | (656,237)                                  |
| <b>Total Expenditures</b>   | <b>\$5,197,004</b>                | <b>11.7%</b>                          | <b>\$6,164,984</b>              | <b>25.4%</b>                        | <b>-13.7%</b>                             | <b>(\$967,980)</b>                         |

#### Current Year vs. Prior Year



#### Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and 13.7% lower than the prior year on a percentage of budget basis.

130 The decrease in Convention Development expenditures is due to capital projects undertaken in the prior year.

151 The decrease in Infrastructure Surtax expenditures is due to capital projects undertaken in the prior year.

160 Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

182 The variances in the Southend Increment Funds are largely due to the timing of capital projects.





# SUMMARY BUDGET REPORT

June 30, 2023

74.8% of Year Elapsed

## Exhibit 7

### Summary Revenues and Expenditures

| Fund Name                      | Budgeted<br>Annual Revenues | Budgeted<br>Revenues To Date | Actual<br>Revenues To Date | Variance<br>Favorable/(Unfavorable) |
|--------------------------------|-----------------------------|------------------------------|----------------------------|-------------------------------------|
| 001 General Fund               | 26,657,072                  | 19,938,029                   | 24,675,838                 | 4,737,808                           |
| 130 Convention Development Tax | 418,705                     | 313,168                      | 514,840                    | 201,671                             |
| 150 Local Option Gas Tax       | 1,154,613                   | 863,587                      | 1,038,863                  | 175,276                             |
| 151 Infrastructure Surtax      | 1,478,438                   | 1,105,791                    | 1,609,385                  | 503,594                             |
| 160 Community Dev. Blk. Grant  | 142,000                     | 106,208                      | 94,939                     | (11,269)                            |
| 181 Downtown Increment Fund    | 8,978,030                   | 6,715,074                    | 9,484,999                  | 2,769,925                           |
| 182 Southend Increment Fund    | 2,948,523                   | 2,205,334                    | 5,636,267                  | 3,430,933                           |
| 410 Electric Utility           | 95,979,446                  | 71,787,366                   | 73,931,671                 | 2,144,304                           |
| 411 Natural Gas Utility        | 2,207,035                   | 1,650,741                    | 2,635,035                  | 984,294                             |
| 420 Water & Sewer Utility      | 15,972,798                  | 11,946,778                   | 13,807,122                 | 1,860,345                           |
| 423 Storm Water Management     | 1,416,541                   | 1,059,495                    | 1,214,955                  | 155,460                             |
| 430 Sanitation Fund            | 3,869,346                   | 2,894,059                    | 3,466,649                  | 572,590                             |
| 440 Golf Course Fund           | 2,838,334                   | 2,122,918                    | 2,606,462                  | 483,544                             |
| 460 Leased Facilities Fund     | 751,277                     | 561,914                      | 594,193                    | 32,279                              |
| 500 Internal Service Funds     | 15,779,360                  | 11,802,097                   | 11,568,875                 | (233,222)                           |
| <b>Total Revenues</b>          | <b>\$180,591,518</b>        | <b>\$135,072,560</b>         | <b>\$152,880,091</b>       | <b>\$17,807,531</b>                 |

| Fund Name                      | Budgeted<br>Annual Expenditures | Budgeted<br>Expenditures To Date | Actual<br>Expenditures To Date | Variance<br>Favorable/(Unfavorable) |
|--------------------------------|---------------------------------|----------------------------------|--------------------------------|-------------------------------------|
| 001 General Fund               | 27,145,019                      | 20,302,987                       | 19,463,750                     | 839,238                             |
| 130 Convention Development Tax | 784,620                         | 586,853                          | 63,318                         | 523,535                             |
| 150 Local Option Gas Tax       | 823,218                         | 615,722                          | 294,852                        | 320,871                             |
| 151 Infrastructure Surtax      | 1,104,378                       | 826,014                          | 10,300                         | 815,715                             |
| 160 Community Dev. Blk. Grant  | 142,000                         | 106,208                          | 94,939                         | 11,269                              |
| 181 Downtown Increment Fund    | 29,605,937                      | 22,143,619                       | 2,324,977                      | 19,818,642                          |
| 182 Southend Increment Fund    | 12,123,521                      | 9,067,730                        | 2,408,618                      | 6,659,112                           |
| 410 Electric Utility           | 102,068,931                     | 76,341,968                       | 64,540,079                     | 11,801,889                          |
| 411 Natural Gas Utility        | 2,037,749                       | 1,524,125                        | 1,537,618                      | (13,493)                            |
| 420 Water & Sewer Utility      | 20,097,838                      | 15,032,082                       | 9,392,165                      | 5,639,917                           |
| 423 Storm Water Management     | 4,716,982                       | 3,528,044                        | 686,886                        | 2,841,159                           |
| 430 Sanitation Fund            | 4,598,841                       | 3,439,681                        | 3,457,552                      | (17,871)                            |
| 440 Golf Course Fund           | 2,988,616                       | 2,235,321                        | 1,934,517                      | 300,804                             |
| 460 Leased Facilities Fund     | 927,353                         | 693,610                          | 634,695                        | 58,915                              |
| 500 Internal Service Funds     | 15,835,548                      | 11,844,122                       | 11,690,758                     | 153,364                             |
| <b>Total Expenditures</b>      | <b>\$225,000,554</b>            | <b>\$168,288,086</b>             | <b>\$118,535,023</b>           | <b>\$49,753,063</b>                 |

| Fund Name                      | Net<br>Income/(Loss) | Net Variance<br>Favorable/(Unfavorable) |
|--------------------------------|----------------------|-----------------------------------------|
| 001 General Fund               | 5,212,088            | 5,577,046                               |
| 130 Convention Development Tax | 451,521              | 725,206                                 |
| 150 Local Option Gas Tax       | 744,011              | 496,146                                 |
| 151 Infrastructure Surtax      | 1,599,085            | 1,319,309                               |
| 160 Community Dev. Blk. Grant  | -                    | -                                       |
| 181 Downtown Increment Fund    | 7,160,022            | 22,588,566                              |
| 182 Southend Increment Fund    | 3,227,649            | 10,090,045                              |
| 410 Electric Utility           | 9,391,592            | 13,946,193                              |
| 411 Natural Gas Utility        | 1,097,417            | 970,801                                 |
| 420 Water & Sewer Utility      | 4,414,957            | 7,500,261                               |
| 423 Storm Water Management     | 528,069              | 2,996,618                               |
| 430 Sanitation Fund            | 9,097                | 554,719                                 |
| 440 Golf Course Fund           | 671,945              | 784,348                                 |
| 460 Leased Facilities Fund     | (40,502)             | 91,193                                  |
| 500 Internal Service Funds     | (121,883)            | (79,858)                                |
| <b>Total</b>                   | <b>\$34,345,068</b>  | <b>\$67,560,594</b>                     |



## CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

June 30, 2023

| Type of Investment                                        | 10/1/2022<br>Beginning<br>Balance | Investment<br>Earnings | Realized<br>Gain/(Loss) | Unrealized<br>Gain/(Loss) | Fees               | Net<br>Investment<br>Income | Net Deposits<br>(Withdrawals) | 6/30/2023<br>Ending<br>Balance | Weighted<br>Net<br>Return* |
|-----------------------------------------------------------|-----------------------------------|------------------------|-------------------------|---------------------------|--------------------|-----------------------------|-------------------------------|--------------------------------|----------------------------|
| Sawgrass Asset Management                                 | 41,748,356                        | 623,917                | (243,731)               | 575,555                   | (64,441)           | 891,300                     | -                             | 42,639,657                     | 0.37%                      |
| Galliard Capital Management                               | 45,506,539                        | 1,094,460              | (490,654)               | 451,409                   | (70,927)           | 984,288                     | 7,500,000                     | 53,990,827                     | 0.44%                      |
| Garcia Hamilton & Associates                              | 46,348,436                        | 898,036                | (450,939)               | 379,054                   | (73,871)           | 752,280                     | 7,500,000                     | 54,600,716                     | 0.33%                      |
| State Pooled Investment Fund                              | 32,420,623                        | 1,125,058              | -                       | -                         | -                  | 1,125,058                   | 0                             | 33,545,681                     | 0.47%                      |
| Florida Trust                                             | 29,312,861                        | 960,364                | -                       | -                         | -                  | 960,364                     | (0)                           | 30,273,225                     | 0.40%                      |
| Florida Municipal Investment Trust<br>0-2 Yr HQ Bond Fund | 12,599,391                        | 289,137                | -                       | -                         | -                  | 289,137                     | 0                             | 12,888,527                     | 0.12%                      |
| Operating Cash: Bank of America                           | 20,569,228                        | 394,584                | -                       | -                         | (121,448)          | 273,137                     | (1,852,156)                   | 18,990,208                     | 0.11%                      |
| Petty Cash                                                | 6,725                             | -                      | -                       | -                         | -                  | -                           | -                             | 6,725                          | 0.00%                      |
| <b>TOTAL CITY MANAGED<br/>INVESTMENTS AND CASH</b>        | <b>228,512,159</b>                | <b>5,385,556</b>       | <b>(1,185,323)</b>      | <b>1,406,018</b>          | <b>(330,686)</b>   | <b>5,275,564</b>            | <b>13,147,844</b>             | <b>246,935,567</b>             | <b>2.24%</b>               |
| Pension: Salem Mutual Fund                                | 55,463,746                        | 2,129,207              | 358,145                 | 7,338,900                 | -                  | 9,826,252                   | (2,000,000)                   | 63,289,998                     | 10.44%                     |
| Pension: Sawgrass Asset Mgt                               | 23,681,641                        | 506,038                | (613,720)               | 1,115,231                 | (59,406)           | 948,144                     | 0                             | 24,629,785                     | 0.90%                      |
| Pension: Wells Capital                                    | 12,281,883                        | 53,569                 | 224,220                 | 2,752,882                 | (53,347)           | 2,977,324                   | 0                             | 15,259,207                     | 3.38%                      |
| Pension: JPMCB - Strategic<br>Property Fund               | 6,819,791                         | -                      | -                       | (663,968)                 | -                  | (663,968)                   | -                             | 6,155,823                      | -0.55%                     |
| <b>TOTAL PENSION INVESTMENTS</b>                          | <b>98,247,060</b>                 | <b>2,688,814</b>       | <b>(31,355)</b>         | <b>10,543,045</b>         | <b>(112,753)</b>   | <b>13,087,751</b>           | <b>(2,000,000)</b>            | <b>109,334,812</b>             | <b>13.46%</b>              |
| <b>TOTAL CASH AND<br/>INVESTMENTS</b>                     | <b>\$326,759,219</b>              | <b>\$8,074,370</b>     | <b>(\$1,216,678)</b>    | <b>\$11,949,063</b>       | <b>(\$443,439)</b> | <b>\$18,363,315</b>         | <b>\$11,147,844</b>           | <b>\$356,270,379</b>           |                            |

| CITY COUNCIL AGENDA ITEM |                                                                |
|--------------------------|----------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                          |
| FROM:                    | Allen Putnam, Director of Beaches Energy Services              |
| DATE:                    | 05/12/2023                                                     |
| SUBJECT:                 | RFP No. 01-2223 Marketing Services for Beaches Energy Services |

#### BACKGROUND

Beaches Energy Services has operated a formal marketing program since 2002 to share conservation information and communicate the complexities of the electric industry with our customers. The objective of RFP No. 01-2223 was to identify and select a qualified firm that has the professional expertise to develop and implement marketing, advertising, and public relations plans and programs for Beaches Energy Services. The current marketing services contract ended in June 2023.

The RFP was advertised publicly and distributed to 24 firms. Four responses were received. An evaluation committee with representation from Administration, Beaches Energy Services, and Finance reviewed the responses and ranked Shepherd the highest. To review RFP No. 01-2223 in its entirety, click [here](#).

Shepherd is the City's current Marketing Services vendor and has helped to develop the City's popular CleanDarkFlat sea turtle protection campaign. The new contract period is for five years and may be extended for three additional one-year terms for a total period not to exceed eight years.

#### FINANCIAL IMPACT

Funding for marketing services is included in the Beaches Energy Services annual budget. No budget amendments are required.

#### REQUESTED ACTION

Award RFP No. 01-2223 to Robin Shepherd Studios, Inc., d/b/a Shepherd for Marketing Services for Beaches Energy Services and authorize the Mayor and City Manager to execute the Contract Agreement

#### ATTACHMENTS

1. Notice of Intent to Submit RFP for Approval and Award by City Council
2. 2023 Marketing Services Agreement - Shepherd executed copy

City of  
Jacksonville Beach  
Property and  
Procurement Division  
1460A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6229  
Email: [purchasing@jaxbchfl.net](mailto:purchasing@jaxbchfl.net)  
[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

*This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.*

## NOTICE OF INTENT TO SUBMIT RFP FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: May 12, 2023  
From: Luis F. Flores, Property and Procurement Officer  
RE: **RFP No. 01-2223**

Recommendation will be presented to the City Manager for:

RFP Number: 01-2223  
Title: Marketing Services for Beaches Energy Services

Award to: ***Shepherd***

Attached is the Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



**Criteria 1 - Qualifications and Experience (30 Points)**

| VENDOR          | Member 1 | Memembr 2 | Member 3 | Member 4 | Member 5 | SCORE |
|-----------------|----------|-----------|----------|----------|----------|-------|
| EVOK            | 30       | 30        | 30       | 27       | 25       | 28.4  |
| Fisher Agency   | 20       | 29        | 29       | 25       | 20       | 24.6  |
| Shepherd Agency | 30       | 30        | 30       | 30       | 30       | 30    |
| Staples         | 25       | 30        | 30       | 25       | 30       | 28    |

**Criteria 2 - Creative Approach (25 points)**

| VENDOR          | Member 1 | Memembr 2 | Member 3 | Member 4 | Member 5 | SCORE |
|-----------------|----------|-----------|----------|----------|----------|-------|
| EVOK            | 20       | 22        | 25       | 21       | 20       | 21.6  |
| Fisher Agency   | 15       | 20        | 20       | 20       | 15       | 18    |
| Shepherd Agency | 25       | 25        | 25       | 20       | 20       | 23    |
| Staples         | 18       | 23        | 25       | 22       | 20       | 21.6  |

**Criteria - 3 References (25 points)**

| VENDOR          | Member 1 | Memembr 2 | Member 3 | Member 4 | Member 5 | SCORE |
|-----------------|----------|-----------|----------|----------|----------|-------|
| EVOK            | 20       | 25        | 25       | 24       | 20       | 22.8  |
| Fisher Agency   | 15       | 15        | 25       | 20       | 15       | 18    |
| Shepherd Agency | 25       | 25        | 25       | 25       | 25       | 25    |
| Staples         | 15       | 20        | 25       | 22       | 20       | 20.4  |

**Cirteria 4 - Vendor Utilization (10 points)**

| VENDOR          | Member 1 | Memembr 2 | Member 3 | Member 4 | Member 5 | SCORE |
|-----------------|----------|-----------|----------|----------|----------|-------|
| EVOK            | 5        | 5         | 10       | 7        | 8        | 7     |
| Fisher Agency   | 8        | 9         | 10       | 8        | 10       | 9     |
| Shepherd Agency | 10       | 10        | 10       | 10       | 10       | 10    |
| Staples         | 5        | 5         | 8        | 8        | 5        | 6.2   |

**Criteria 5 - Fee Proposal – (10 points)**

| VENDOR          | Member 1 | Memembr 2 | Member 3 | Member 4 | Member 5 | SCORE |
|-----------------|----------|-----------|----------|----------|----------|-------|
| EVOK            | 5        | 10        | 9        | 8        | 8        | 8     |
| Fisher Agency   | 6        | 9         | 8        | 7        | 7        | 7.4   |
| Shepherd Agency | 10       | 10        | 10       | 9        | 9        | 9.6   |
| Staples         | 5        | 10        | 8        | 7        | 8        | 7.6   |

| VENDOR          | SCORE | Rank |
|-----------------|-------|------|
| EVOK            | 87.8  | 2    |
| Fisher Agency   | 77    | 4    |
| Shepherd Agency | 97.6  | 1    |
| Staples         | 83.8  | 3    |

CONTRACT AGREEMENT for City RFP 01-2223  
City of Jacksonville Beach, Beaches Energy Services  
Effective Date: 07/17/2023

TITLE: Marketing Services for Beaches Energy Services  
Term: 5 years  
End Date: 07/16/2028

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## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of July, 2023 by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and **Robin Shepherd Studios, Inc., d/b/a Shepherd**, hereinafter called CONTRACTOR:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1: Scope of Marketing Services**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**RFP No. 01-2223 MARKETING SERVICES  
for  
BEACHES ENERGY SERVICES,**

**for a period of five (5) years from the effective date of this agreement.**

All services shall be performed in accordance with the Specifications prepared by the City of Jacksonville Beach d/b/a Beaches Energy Services, and the proposed services will be awarded as one Contract. Services shall be for all materials, equipment and services, including labor to perform Marketing Services, of which the requirements and scope of services is detailed in:

**Attachment "A": REQUEST FOR PROPOSAL NO. 01-2223 MARKETING SERVICES FOR BEACHES ENERGY SERVICES.**

### **Article 2: CITY's Responsibility**

Access to Work Area: The CITY shall provide CONTRACTOR access to all areas in which services are to be performed.

### **Article 3: Terms of Agreement**

This Agreement shall be effective from the date of City Council action, July 17, 2023, and will continue in effect through five years ending on July 16, 2028. At the City's option, the contract may be renewed for up to three additional one-year periods

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#### **Article 4: Nonexclusive Contract**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **Article 5: Payment To Contractor**

CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

- 5.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under **REQUEST FOR PROPOSAL NO. 01-2223 MARKETING SERVICES FOR BEACHES ENERGY SERVICES (Attachment "A")**, as set forth in the Contractor's Proposal Packet (**Attachment "B"**) submitted by the Contractor in response to: **REQUEST FOR PROPOSAL No. 01-2223 MARKETING SERVICES for BEACHES ENERGY SERVICES and associated PROPOSAL TENDER FORM.**
- 5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment "A"**, CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.
- 5.3 *Invoices.*
- A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR'S standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10<sup>th</sup> of the month for services rendered in the previous month.
- B. *Payment of Invoices:* Invoices are due and payable within 45 days of receipt.
- C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- 5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.
- 5.5 *Records of CONTRACTOR'S cost:* Records of CONTRACTOR'S cost pertinent to CONTRACTOR'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

#### **Article 6: Standards of Performance**

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY - mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

#### **Attachment "A": RFP No. 01-2223 MARKETING SERVICES for BEACHES ENERGY SERVICES**

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR'S scope of work, times of performance, or compensation.

#### **Article 7: Contractor as Independent Contractor**

It is expressly agreed and understood that CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the CONTRACTOR.

#### **Article 8: Subcontracting**

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through CONTRACTOR, and subcontractors will be dealt with as workers and representatives of CONTRACTOR.

#### **Article 9: Authorized Project Representatives**

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

#### **Article 10: Inspection of Work**

CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect CONTRACTOR'S operations, equipment, and performance, and CONTRACTOR shall permit these persons to make such inspections.



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**Article 11: Right To Require Performance**

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**Article 12: Extraordinary Occurrences**

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or CONTRACTOR. CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

**Article 13: Insurance**

- 13.1 *Hold Harmless*: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting therefrom, to the extent caused by CONTRACTOR, unless such claims are a result of the CITY'S sole negligence.
- 13.2 *Payment on Behalf of the CITY*: CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- 13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage, and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

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The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from CONTRACTOR to the CITY.

- 13.5 *Insurance Requirements. Basic Coverages Required*: During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverages specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR'S interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.

CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**.

|          |                  |             |                 |
|----------|------------------|-------------|-----------------|
| Amounts: | Bodily Injury:   | \$1,000,000 | each occurrence |
|          |                  | \$1,000,000 | Aggregate       |
|          | Property Damage: | \$1,000,000 | each occurrence |
|          |                  | \$1,000,000 | aggregate       |

C. Products and Completed Operations are required for Contractor and all Subcontractors.

Amounts: \$1,000,000 aggregate

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D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

|          |                  |             |                 |
|----------|------------------|-------------|-----------------|
| Amounts: | Bodily Injury:   | \$1,000,000 | each occurrence |
|          |                  | \$1,000,000 | Aggregate       |
|          | Property Damage: | \$1,000,000 | each occurrence |
|          |                  | \$1,000,000 | aggregate       |

D. Professional Liability is required.

E. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

|                      |             |                            |
|----------------------|-------------|----------------------------|
| Limits of Liability: | \$1,000,000 | Each Pollution Event Limit |
|                      | \$1,000,000 | Aggregate Policy Limit     |

F. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

F. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

G. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 calendar days prior to coverage renewals.

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If requested by the CITY, CONTRACTOR shall furnish complete copies of CONTRACTOR's insurance policies, forms, and endorsements.

For Commercial General Liability coverage, CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage's shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

#### **Article 14: Termination**

The obligation to provide further services under this Agreement may be terminated:

- 14.1 *For cause*. By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 14.2 *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

#### **Article 15: Indemnification**

- A: General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent,

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copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

#### **Article 16: Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

#### **Article 17: Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **Article 18: Severability**

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **Article 19: Waiver**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## **Article 20: Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

## **Article 21: Contract Documents**

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

- 21.1 Contract Agreement (pages 1 to 14, inclusive).
- 21.2 **Attachment "A": RFP No. 01-2223 MARKETING SERVICES for BEACHES ENERGY SERVICES** in total.
- 21.3 **Attachment "B":** Bid Proposal Packet submitted by Contractor in response to Attachment "A", REQUEST FOR PROPOSAL No. 01-2223 MARKETING SERVICES for BEACHES ENERGY SERVICES, including, but not limited to:
  - A. Contractor's PROPOSAL TENDER FORM
  - B. Contractor's DRUG-FREE WORKPLACE COMPLIANCE FORM
  - C. Contractor's NON-COLLUSION STATEMENT.

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

## **Article 22: Governing Law and Venue**

This agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. Venue shall be Duval County. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

## **Article 23: Advertising**

Charges for advertising placed by CONTRACTOR on behalf of the City will be billed to the City on the first (1st) day of the month preceding the month of scheduled publication or broadcast. Payment for professional services will be due 45 calendar days from the date of the invoice. In the event the CONTRACTOR does not receive payment on or before the specified due date, CONTRACTOR may discontinue professional services under this Agreement.

CONTRACTOR agrees that all third-party expenses incurred by CONTRACTOR in the production and distribution of materials will be billed to the City at net, with no mark-ups.

CONTRACTOR agrees to send copies of all third-party invoices to the City at the end of each month. The copies of invoices shall include rates, discount rates, short rates, rebates, or other adjustments in the standard rates.

#### **Article 24: Media Liability**

The City will be financially responsible for properly authorized advertising, that CONTRACTOR places with the media, on behalf of the City.

#### **Article 25: Materials and Services**

The professional fees for CONTRACTOR's services are set forth on the "Fee Schedule" as contained in CONTRACTOR's submitted proposal and made part hereof.

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the City for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the City.

Custom photography and stock photograph expenses must be approved by the City, and must be billed on a project-basis.

All cash discounts received by CONTRACTOR from third-party suppliers will be credited to the City.

Payment for printed material shall be due 45 calendar days from date of invoicing.

#### **Article 26: Ownership of Materials**

All completed material created or produced by CONTRACTOR and accepted by the City shall become the property of the City upon receipt by CONTRACTOR of payment in full for the services rendered by CONTRACTOR.

#### **Article 27: Miscellaneous Charges**

CONTRACTOR shall not charge the City for telephone charges, ordinary copying charges, ordinary postage, or other minor expenses.

#### **Article 28: General Terms**

In the event CONTRACTOR uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that this Agreement's fees and prices shall include all royalties or costs arising from the use of such design, device, or material in any way used in the performance of CONTRACTOR's work.

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CONTRACTOR agrees that, during the term of this Agreement, it will not represent another client in the electric industry that is or may be in competition with the Beaches Energy Services.

CONTRACTOR authorizes other public agencies to purchase services under this Agreement at this Agreement's fees and prices.

The CITY is a government agency, therefore, the CITY is exempt from any sales tax. The CITY, however, agrees to reimburse CONTRACTOR for any other taxes, duties, or other fees that CONTRACTOR may be required to pay when performing services or producing material on behalf of the City.

It is agreed that all materials and information furnished to CONTRACTOR by the CITY or to the CITY by CONTRACTOR shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

**Article 29: Public Records Law, Ch. 119, Florida Statutes**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6299, EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET.**

CONTRACTOR shall comply with public records laws of Florida, specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public



CONTRACT AGREEMENT for City RFP 01-2223  
City of Jacksonville Beach, Beaches Energy Services  
Effective Date: 07/17/2023

TITLE: Marketing Services for Beaches Energy Services  
Term: 5 years  
End Date: 07/16/2028

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records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

----- REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK -----

CONTRACT AGREEMENT for City RFP 01-2223  
City of Jacksonville Beach, Beaches Energy Services  
Effective Date: 07/17/2023

TITLE: Marketing Services for Beaches Energy Services  
Term: 5 years End Date: 07/16/2028

**IN WITNESS WHEREOF**, the parties have set their hands and seal on the day and year last written below.

This Agreement was made and entered into as of the last signature date shown below and has Effective Date of July 17, 2023 (Article 3).

**CITY OF JACKSONVILLE BEACH**

ATTEST:

Sign: \_\_\_\_\_  
Print: Sheri Gosselin  
Title: City Clerk  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Christine H. Hoffman  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Sandra R. Robinson, City Attorney

Sign: \_\_\_\_\_  
Print: Michael J. Staffopoulos  
Title: City Manager  
Date: \_\_\_\_\_

**ROBIN SHEPHERD STUDIOS, INC., D/B/A SHEPHERD**

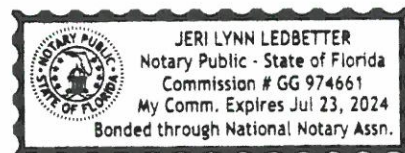
Sign: [Signature]  
Print: Michael Russell  
Title: PRESIDENT/CEO  
Date: 6-20-2023

(Signature of person with authority to legally bind Robin Shepherd Studios, Inc., d/b/a Shepherd)

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2023 (year), by Michael Russell [NAME], President/CEO [TITLE] of ROBIN SHEPHERD STUDIOS, INC., a Florida Profit Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced \_\_\_\_\_ [type of identification] as identification.

[Signature]  
Notary Public  
My commission expires: Jul 23, 2024



CONTRACT AGREEMENT for City RFP 01-2223  
City of Jacksonville Beach, Beaches Energy Services  
Effective Date: 07/17/2023

TITLE: Marketing Services for Beaches Energy Services  
Term: 5 years End Date: 07/16/2028

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AGENT FOR SERVICE OF PROCESS

**CITY:**

Address for Giving Notices:

City of Jacksonville Beach

\_\_\_\_\_

1460A Shetter Avenue

\_\_\_\_\_

Jacksonville Beach, Florida 32250

Designated Representative  
(Article 9):

Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**CONTRACTOR:**

Address for Giving Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Representative  
(Article 9):

Name: FRAN LOSITO

Title: ACCOUNT SUPERVISOR

Phone Number: 904-556-4497

City of Jacksonville Beach

Date: 03/07/23

RFP #: 01-2223

Marketing Services for Beaches Energy Services



# *City of Jacksonville Beach*

Property and Procurement Division  
1460A Shetter Ave., Jacksonville Beach, FL 32250  
Tel: 904-247-6229



## REQUEST FOR PROPOSALS

|                    |                                                           |
|--------------------|-----------------------------------------------------------|
| <b>RFP Number:</b> | <b>01-2223</b>                                            |
| <b>RFP Title:</b>  | <b>Marketing Services for<br/>Beaches Energy Services</b> |

| Submittal Deadline |                                                  |
|--------------------|--------------------------------------------------|
| <b>Day:</b>        | Wednesday                                        |
| <b>Date:</b>       | <b>April 19, 2023</b>                            |
| <b>Time:</b>       | <b>2:00 P.M.</b>                                 |
| <b>Location:</b>   | Property and Procurement                         |
| <b>Address:</b>    | 1460A Shetter Ave., Jacksonville Beach, FL 32250 |

**ANTICIPATED TIME LINE:** The **anticipated** schedule for this RFP is as follows:

|                                |                      |
|--------------------------------|----------------------|
| RFP Advertised                 | 22-March-2023        |
| Deadline to Submit Questions   | 7-April-2023         |
| Addendum (if necessary) Issued | 12-April-2023        |
| <b>RFP Opened</b>              | <b>19-April-2023</b> |

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## SECTION A: OVERVIEW

## OVERVIEW

### 1. PURPOSE:

The City seeks the services of a qualified firm that has professional expertise in developing and implementing marketing, advertising, and public relations programs and plans for the City of Jacksonville Beach (City) doing business as Beaches Energy Services. The requirements may be expanded to include marketing, advertising, and public relations programs for Beaches Energy Services' electric and natural gas utility and other City services and initiatives. Beaches Energy Services will negotiate the terms of a contract each year; however, the contract will not exceed seven (7) years.

### 2. RFP DUE DATE: 2:00 PM WEDNESDAY APRIL 19, 2023

RFPs will be received until 2:00 P.M., Wednesday, April 19, 2023, and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

### 3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) no later than **Friday, April 7, 2023**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

### 4. ELIGIBILITY

Responses will only be considered from firms which are regularly engaged in the business of providing marketing services, and who have verifiable evidence of a consistent satisfactory record of performance. To be eligible, respondents shall provide references for at least three (3) organizations that you or your firm has performed the same size and type of services.

### 5. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this contract to one or more firms. In the event of a multiple award, the City will designate a Primary and Secondary Contractor. The Secondary

Contractor will be used if the Primary Contractor is unable to cope with the demands of the project, or if performance standards are unacceptable, or if the contract is terminated for cause or convenience.

## **6. SUBMITTAL REQUIREMENTS:**

Submit completed package **one (1)** original plus **five (5)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

**Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.**

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.



## **SECTION B: GENERAL PROVISIONS**

## GENERAL PROVISIONS

### 1. INSTRUCTIONS TO RESPONDENTS:

- **Specifications** that are **explicit** to this particular **Request for Proposals Number 01-2223** are found in **SECTION C**, which begins on **page 19**.
- **The Minimal Proposal Package shall consist of the following:**

Title Page - Include the RFP number and name, address, telephone number of firm, contact person and date of proposal  
 Table of Contents  
 Letter of Transmittal  
 Form 1: Proposal Tender Form (2 pages)  
 Form 2: RFP Award Notice  
 Form 3: Required Disclosure  
 Form 4: Drug-Free Workplace Compliance  
 Form 5: Non-Collusion Affidavit, and  
 Form 6: Non-Bankruptcy Affidavit  
 W-9  
 Qualification and Experience  
 Creative Approach  
 References  
 Vendor Utilization  
 Fee Proposal

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 30**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

### 2. TERMS AND CONDITIONS:

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should advertise for RFP's, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will

allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.

E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:

- 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
- 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
- 3) *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

### 3. ADDITIONAL INFORMATION:

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

### 4. ADDENDA TO THE RFP:

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Property and Procurement

Division at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

<https://www.jacksonvillebeach.org/Bids.aspx>

**5. USE OF PROPOSAL RESPONSE FORMS:**

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

**6. DEVIATIONS FROM REQUESTED PLAN:**

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

**7. CONFLICT WITH SPECIMEN CONTRACTS:**

Unless specifically noted to the contrary as a deviation from the RFP, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

**8. ERRORS IN SUBMITTALS:**

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

**9. LEGAL AND REGULATORY COMPLIANCE:**

Respondents must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

**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 CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6250 Ext. 10, email address CityClerk@jaxbchfl.net.**

The CONTACTOR shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:**

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

**11. WAIVER/REJECTION OF REPONSES:**

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

**12. AUTHORIZED OFFER:**

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

### **13. EVALUATION OF RESPONSES:**

The CITY will evaluate each response based on all the criteria set forth in the RFP. Fees may be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

### **14. USE OF PROPOSAL BY OTHER AGENCIES**

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

### **15. PUBLIC ENTITY CRIMES STATEMENT:**

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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.

### **16. CONFLICT OF INTEREST CERTIFICATE:**

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

**17. DISCRIMINATION CLAUSE:**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**18. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:**

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety

provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

## **19. INSURANCE REQUIREMENTS:**

### **19. (A) GENERAL INSURANCE PROVISIONS**

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

### **19. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED**

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or subcontractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

### **19. (C) COVERAGE REQUIREMENTS:**



Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

|          |                  |             |                 |
|----------|------------------|-------------|-----------------|
| Amounts: | Bodily Injury:   | \$1,000,000 | Each Occurrence |
|          |                  | \$1,000,000 | Aggregate       |
|          | Property Damage: | \$1,000,000 | Each Occurrence |
|          |                  | \$1,000,000 | Aggregate       |

Products and Completed Operations are **required for Contractor and all subcontractors**.

|         |             |           |
|---------|-------------|-----------|
| Amount: | \$1,000,000 | Aggregate |
|---------|-------------|-----------|

Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

|          |                |             |                 |
|----------|----------------|-------------|-----------------|
| Amounts: | Bodily Injury: | \$1,000,000 | Each Occurrence |
|          |                | \$1,000,000 | Aggregate       |

|  |                  |             |                 |
|--|------------------|-------------|-----------------|
|  | Property Damage: | \$1,000,000 | Each Occurrence |
|  |                  | \$1,000,000 | Aggregate       |

Professional Liability is **not required** for Contractor and all subcontractors.

Pollution Liability is **not required** of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

|                      |             |                            |
|----------------------|-------------|----------------------------|
| Limits of Liability: | \$1,000,000 | Each Pollution Event Limit |
|                      | \$1,000,000 | Aggregate Policy Limit     |

#### **Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

|                      |             |                 |
|----------------------|-------------|-----------------|
| Limits of Liability: | \$1,000,000 | Each Occurrence |
|                      | \$1,000,000 | Aggregate       |

#### **Claims Made Coverage – No Gap**

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

### **19. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the

CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

## **20. ~~PERFORMANCE AND PAYMENT BONDS:~~ N/A**

~~Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power of Attorney authorizing him to do so.~~

~~The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.~~

## **21. BANKRUPTCY:**

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. (See attached Form 6).

## **22. NONEXCLUSIVE:**

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure

similar or identical services at its sole option.

**23. DRUG FREE WORKPLACE COMPLIANCE FORM:**

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached Form 4).**

**24. WARRANTY:**

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

**25. PROTEST:**

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

**26. FRAUD AND MISREPRESENTATION:**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**27. OMISSIONS IN SPECIFICATIONS:**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**28. FORCE MAJEURE:**

The City and the successful respondent are excused from the performance of their respective

obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

**29. PROPOSAL AWARD NOTICE FORM:**

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

**30. INDEMNIFICATION:**

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

**31. RFP IS NOT A BID:**

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

# **SECTION C:**

# **SPECIFICATIONS**

## **SPECIFICATIONS**

### **1. BACKGROUND:**

Beaches Energy Services is a municipally owned utility providing electric service in Jacksonville Beach, Neptune Beach, and Ponte Vedra Beach. Beaches Energy Services provides electric service to over 35,000 residential and commercial customers. Beaches Energy Services also operates a natural gas system, serving customers in Jacksonville Beach and Ponte Vedra Beach along the main gas line route. The City provides water, wastewater, storm water, refuse services, and other standard municipal services to the citizens of Jacksonville Beach.

### **2. OBJECTIVE AND INTENT:**

The objective of this Request for Proposal (RFP) is to identify and select a qualified firm that has professional expertise in developing and implementing marketing, advertising, and public relations programs and plans for the City of Jacksonville Beach (City) doing business as Beaches Energy Services. During the initial engagement period, the City may wish to measure customer perceptions about Beaches Energy's programs. The requirements may be expanded to include marketing, advertising, and public relations programs for Beaches Energy Services' electric and natural gas utility and other City services and initiatives.

Beaches Energy Services will evaluate responses to this RFP and rank the responses in the order of qualifications. Up to three (3) firms responding to this RFP will be invited to make formal presentations to representatives of Beaches Energy Services. Those firms invited to make presentations will be asked to present portfolios of finished work products similar to the work products requested in this RFP. The work products should include advertising, marketing techniques, projected budgets required, and media selections. The presentation will also include time-line scheduling for previous programs. One firm may be selected from those firms making formal presentations and, thereafter, a recommendation will be made to the City Council for final approval. Beaches Energy Services will negotiate the terms of a non-exclusive contract each year; however, the contract will be for five (5) years. At the City's option, the contract may be renewed for up to three (3) additional one-year periods.

### **3. PROFESSIONAL SERVICES REQUIRED:**

Beaches Energy Services will require professional services for on-going development and implementation of marketing, advertising, and public relations strategies and plans and will require related materials on an as-needed basis. Significant goals include but are not limited to:

1. Develop and implement marketing, advertising, and public relations strategies and plans for Beaches Energy Services, including value added service strategies and plans.
2. Develop and implement strategies and plans to provide energy conservation information to its customers and to reinforce and build upon the existing positive public perception of Beaches Energy Services.
3. Develop and produce information and marketing materials for electronic, print and social media including television and radio, public service announcements, videos, short

- education/training videos, display ads, brochures, education/training packets, signs, posters and social media content.
4. Develop and implement an evaluation process to measure the impact of strategies, plans, and programs.
  5. Develop and implement an employee recruitment campaign.
  6. Develop a creative concept to strategies, plans, and programs.
  7. Develop scripts and storyboards, when required.
  8. Provide production, when required.
  9. Provide design, when required.
  10. Provide crisis management strategies, when required.
  11. Provide copy writing, when required.
  12. Provide layouts, when required.
  13. Develop and implement a customer/citizen market survey strategy and plan, when required.
  14. Develop and implement marketing, advertising, and public relations programs and plans for other services and initiatives of the City of Jacksonville Beach, when required.

As projects are developed requiring the professional services of the firm, Beaches Energy Services will give the firm a summary of the desired services or work products needed. Beaches Energy Services reserves the right, however, to provide the firm with suggested approaches to projects and may require revisions to the firm's work products. The firm will work with Beaches Energy Services to develop the projects, and the firm will provide Beaches Energy Services with a written price quote and timeline for completion of the projects.

#### **4. GENERAL INFORMATION:**

- a. Beaches Energy Services is not responsible for the U.S. Mail or private couriers regarding Beaches Energy Services' receipt of a proposal.
- b. Beaches Energy Services reserves the right to waive informalities or irregularities in proposals, to reject any or all proposals, and to negotiate further with the firm selected.
- c. Beaches Energy Services reserves the right to continue Professional Services as set forth in the State of Florida Statutes 287.057(13), as amended.
- d. The submission of a proposal shall be considered prima facie evidence that the firm has full knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.
- e. The firm shall furnish Beaches Energy Services with any additional information that may be reasonably required.
- f. Beaches Energy Services reserves the right to conduct personal interviews with any or all firms prior to the final selection. Beaches Energy Services will not be liable for any costs incurred by the firm in connection with an interview.
- g. Beaches Energy Services reserves the right to waive minor irregularities in this RFP.
- h. All materials submitted in response to this Request For Proposal shall become the property of Beaches Energy Services.
- i. All expenses incurred by a firm to respond to this RFP shall be the obligation of the firm and shall not be a liability of Beaches Energy Services.



- j. Beaches Energy Services reserves the right to use its resources, facilities, capabilities, and materials for services requested in the RFP. All materials and work products produced by the firm for Beaches Energy Services shall become the exclusive property of Beaches Energy Services and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of Beaches Energy Services.

BUDGETED RESOURCES – Expenditures over the past three years averaged approximately \$200,000 a year. Future resource allocations may vary.

## **SECTION D:**

# **EVALUATION AND AWARD PROCEDURES**

## EVALUATION AND AWARD PROCEDURES

The Beaches Energy Services Marketing Selection Committee will review all proposals to make a determination as to which firm is the most qualified to perform marketing services. The determination of "most qualified" will be at the sole discretion of Beaches Energy Services Marketing Selection Committee. During the evaluation procedure Beaches Energy Services Marketing Selection Committee reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions. Among the factors to be considered by Beaches Energy Services Marketing Selection Committee in evaluation of proposals are:

- Understanding of Work
- Electric Utility Experience
- Other Utility Experience
- Governmental and/or Municipal Experience
- Professional Fee
- Marketing, Advertising, & Public Relation Experience
- Creative Approach
- Financial Stability
- Experience in Florida
- Experience outside Florida
- All Services Internal

It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Council for award of a contract.

The City reserves the right, before awarding the contract, to require a respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present customers.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all respondents prior to determination of award.

The City reserves the right to award the contract to the respondent who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The evaluation by Beaches Energy Services Marketing Selection Committee shall be based on but not limited to the following:

| <b><u>Evaluation Factor</u></b> | <b><u>Points</u></b> |
|---------------------------------|----------------------|
| ▪ Qualifications and Experience | 30                   |
| ▪ Creative Approach             | 25                   |
| ▪ References                    | 25                   |
| ▪ Vendor Utilization            | 10                   |
| ▪ Fee Proposal                  | <u>10</u>            |
| <b>Total</b>                    | <b>100</b>           |

The basis of fees submitted with the proposals will be considered in the negotiation process, but price should not be construed as the overriding criteria for awarding the contract for marketing services.

## **SECTION E:**

### **SUBMITTAL REQUIREMENTS**

## SUBMITTAL REQUIREMENTS

### 1. INSTRUCTIONS FOR PREPARING RESPONSE:

The following information must be provided by the firm. Failure to include the information may subject the firm's submittal to be considered non-responsive. The term "firm" refers to any firm, agency, corporation, or entity offering to provide the services herein requested. Information must be submitted in the following sequence: Qualifications and Experience; Creative Approach; References; Vendor Utilization; and Fee Proposal.

#### a) Qualifications and Experience:

- i) Provide the name and brief historical description of the firm, including names and titles of the firm's officers or principals, the address of the office that will service the Beaches Energy Services account, and the range of services the firm provides, i.e., advertising, marketing and public relations.
- ii) Include the names of the account executive and the creative staff to be assigned to the Beaches Energy Services account, and include appropriate biography, experience and current accounts.
- iii) Provide most recent financial statements (Income Statement and Balance Sheet).
- iv) Describe prior work accomplishment similar to services requested herein (no more than five (5) projects that occurred within the last three (3) years, include project type, results and overall cost).
- v) Provide a listing of previous or existing marketing, advertising and public relations experience for public or private utilities and for municipal or government agencies.

#### b) Creative Approach:

- i) Provide a statement of your understanding of the project and a general description of your proposed approach to the project.
- ii) Provide PDF's or links to portfolio of your most creative commercials, print ads and other documentation of your style.
- iii) Clearly identify your firm's roll in the production and/or placement of these ads.
- iv) Identify how you intend to monitor and report progress during the implementation and examples of reports that have been used in previous efforts of this kind.
- v) Describe the process for delivering maximum creative value while keeping the fee as low as possible.

#### c) References:

Provide a listing of current and previous clients. Provide at least three (3) current

client references with the name, title, address, telephone number, and type of work performed.

**d) Vendor Utilization:**

Provide a list of professional services the firm is offering in response to this RFP and identify which services will be performed internally and which services will be provided by an external firm. The list should be presented in the following format:

**EXAMPLE ONLY**

| <b><u>Service</u></b>             | <b><u>Internal</u></b> | <b><u>External</u></b> |
|-----------------------------------|------------------------|------------------------|
| Script and Storyboard Development | X                      |                        |
| Web Design and Layout             |                        | X (name & address)     |
| Web Hosting                       |                        | X (name & address)     |
| Copy Writing                      | X                      |                        |
| Printing                          |                        | X (name & address)     |
| Media Placement                   | X                      |                        |
| Photography                       | X                      |                        |
| Development of Survey Instruments |                        | X (name & address)     |
| Public Relations                  | X                      |                        |
| Video Production                  |                        | X (name & address)     |
| Audio Production                  |                        | X (name & address)     |

**Include the name and address of each “external” service provider and a list of the services anticipated to be used to respond to this RFP.**

**e) Fee Proposal:**

Provide a schedule of proposed fees to accomplish the project.

2. Responses should include one (1) original plus five (5) copies and one (1) USB thumb drive of the proposal returned in a sealed envelope bearing the name and address of the respondent.

The City requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation.

It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

The RFP shall be signed by the firm’s representative who is authorized to contractually bind the firm.

All proposal packages are to include the following components:

1. Title Page - Include the RFP number and name, address, telephone number of firm, contact person and date of proposal
2. Table of Contents
3. Letter of Transmittal
4. Form 1: Proposal Tender Form
5. Form 2: Award Notice Form
6. Form 3: Required Disclosure Form
7. Form 4: Drug-Free Workplace Compliance Form
8. Form 5: Non-Collusion Affidavit
9. Form 6: Non-Bankruptcy Affidavit
10. W-9
11. Qualification and Experience
12. Creative Approach
13. References
14. Vendor Utilization
15. Fee Proposal



# **SECTION F:**

# **SUBMITTAL FORMS**

City of Jacksonville Beach

Date: 03/07/23

RFP #: 01-2223

Marketing Services for Beaches Energy Services

**FORM 1**  
**PROPOSAL TENDER FORM** (page 1 of 2)

RFP #: **01-2223**TITLE: **Marketing Services for Beaches Energy Services**

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

TO: **THE CITY OF JACKSONVILLE BEACH, FLORIDA  
PURCHASING AND PROCUREMENT DIVISION**

**NOTE:** Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

SUBMITTED BY: \_\_\_\_\_  
Printed Name of Authorized Submitter

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE &amp; ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Submitter\_\_\_\_\_  
Title (typed or neatly printed)

## **FORM 1**

### **PROPOSAL TENDER FORM** (page 2 of 2)

#### **PROPOSAL DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

| INITIAL<br>Check-Off | #   | SECTION TITLE                                                          |
|----------------------|-----|------------------------------------------------------------------------|
| [ ]                  | 1.  | Title Page                                                             |
| [ ]                  | 2.  | Table of Contents                                                      |
| [ ]                  | 3.  | Letter of Transmittal                                                  |
| [ ]                  | 4.  | <b>FORM 1: PROPOSAL TENDER FORM</b> (completed Pages 32 thru 33)       |
| [ ]                  | 5.  | <b>FORM 2: PROPOSAL AWARD NOTICE FORM</b> – (completed Page 34)        |
| [ ]                  | 6.  | <b>FORM 3: REQUIRED DISCLOSURE FORM</b> (completed Page 35)            |
| [ ]                  | 7.  | <b>FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM</b> (completed Page 36) |
| [ ]                  | 8.  | <b>FORM 5: NON-COLLUSION AFFIDAVIT</b> (completed Page 37)             |
| [ ]                  | 9.  | <b>FORM 6: NON-BANKRUPTCY AFFIDAVIT</b> (completed Page 38)            |
| [ ]                  | 10. | <b>W-9</b>                                                             |
| [ ]                  | 11. | <b>Qualifications and Experience</b>                                   |
| [ ]                  | 12. | <b>Creative Approach</b>                                               |
| [ ]                  | 13. | <b>References</b>                                                      |
| [ ]                  | 14. | <b>Vendor Utilization</b>                                              |
| [ ]                  | 15. | <b>Fee Proposal</b>                                                    |

**NOTE:** Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

#### **ADDENDA RECEIPT VERIFICATION**

**Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.**

|             |  |        |  |             |  |        |  |
|-------------|--|--------|--|-------------|--|--------|--|
| Addendum #: |  | Dated: |  | Addendum #: |  | Dated: |  |
|-------------|--|--------|--|-------------|--|--------|--|

By: \_\_\_\_\_  
Signature of Authorized Submitter

\_\_\_\_\_  
Title (typed or neatly printed)

**FORM 2****RFP AWARD NOTICE*****City of Jacksonville Beach***

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**NOTICE:** Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. City, State & Zip: \_\_\_\_\_
4. Attention: \_\_\_\_\_
5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
 \*\*\*\*\*

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 01-2223** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.  
 Sincerely,

CITY OF JACKSONVILLE BEACH  
 /s/Luis F. Flores  
 Property and Procurement Division

## REQUIRED DISCLOSURE

[illegible]

Signed: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

**FORM 4****DRUG-FREE WORKPLACE COMPLIANCE**

**IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

**FORM 5****NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of \_\_\_\_\_ the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in the State of \_\_\_\_\_, County of \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

**FORM 6****NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ is an officer and member of the firm of  
 \_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 01-2223**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
 Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
 (Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Signature of Notary

\_\_\_\_\_  
 Notary's Printed Name

\_\_\_\_\_  
 Expiration of Notary's Commission

Affix Seal Here:



W-9 Form (Attach completed and signed form, which can be obtained from [www.irs.gov](http://www.irs.gov))

APRIL 19, 2023

RFP NUMBER 01-2223

***Marketing  
Services for  
Beaches Energy  
Services***

***Shepherd***

FRANCES LOSITO  
ACCOUNT SUPERVISOR

5 W FORSYTH STREET, SUITE 200  
JACKSONVILLE, FLORIDA 32202  
904-359-0981



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# LETTER OF TRANSMITTAL

→ **ON BEHALF OF EVERYONE AT SHEPHERD,** it's my pleasure to submit this proposal for Marketing Services for Beaches Energy. I started at Shepherd in 2015, when Beaches Energy became a new client. From assisting on the account as an intern to eventually becoming your Account Supervisor, I truly enjoy working with your team! You have a delightfully positive attitude, a strong ambition to do good work, and you are respectable stewards of the community.

Speaking of community, it's wonderful to work on a brand that is so adored and respected by the members it serves. Many of us are from the North Florida Beaches area, so we understand what Beaches Energy aims to achieve. We take pride in working alongside you to promote the value of public power in such a tight-knit community.

As the incumbent agency, we are eager to keep the momentum going! Our working relationship jibes so well, and we have established a nice, creative rhythm with your team. Projects and campaigns flow seamlessly, and the creative juices have already started flowing with ideas for how we can elevate your brand to the next level.

We'd like to see the Beaches Energy brand have an even stronger presence in the community. Our efforts (with the exception of the #CleanDarkFlat campaign) have largely focused on digital advertising. I believe that increased face-to-face communication with residents and customers in the community would further enhance your brand and presence at the Beaches. We can do this in several ways, but here are just a few ideas:

- **Partner with Jacksonville Beach Elementary School** and/or Fletcher High School to promote education programs about energy and conservation

- **Increase sponsorship and booth activations at local** festivals near and around the Seawalk Pavilion

- **Participate in events like Deck the Chairs and other local celebrations**

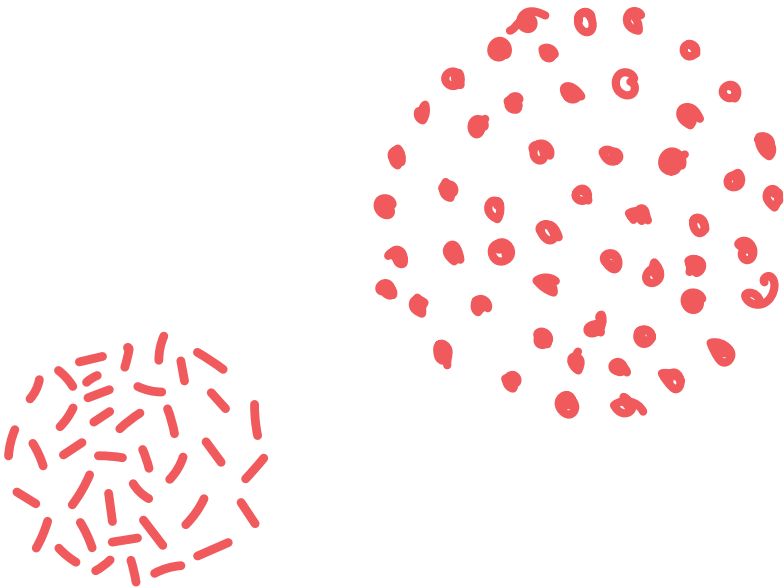
Like you, we want Beaches Energy to be more than just the name on an energy bill. We want your customers to interact with your incredible staff, see you volunteer and participate in parades, and appreciate your strong presence in other local activities. This will showcase and strengthen your brand to customers during this critical time of fluctuating energy prices. I also know that launching your outage map is a pertinent customer request, and we'd love to help you get that up and running (and help you promote the heck out of it!)

Shepherd would love to have the opportunity to continue to raise the Beaches Energy brand to new heights. Together, we can build on the progress we've established and continue to position your brand as a trusted (and adored) pillar of the Beaches community.

Sincerely,



**Frances Losito**



# OUR HISTORY

Shepherd has been your partner since 2015. At this point, we feel more like an extension of your marketing department than a separate agency of record, especially when it comes to helping your team execute crisis communication responses. We’ve been through a lot together! Here’s a snapshot of the past 7+ years. Between hurricanes, emails, newsletters, sea turtles, and everything in between, we pride ourselves on not just executing campaigns, but going above and beyond to help you succeed.

➔ **TIDINGS:**  
We not only help with communication of marketing initiatives by drafting content, but also conduct editorial planning for the Tidings, email list management, and email distribution.







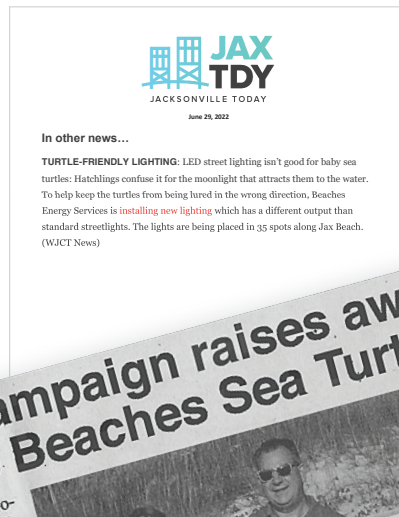
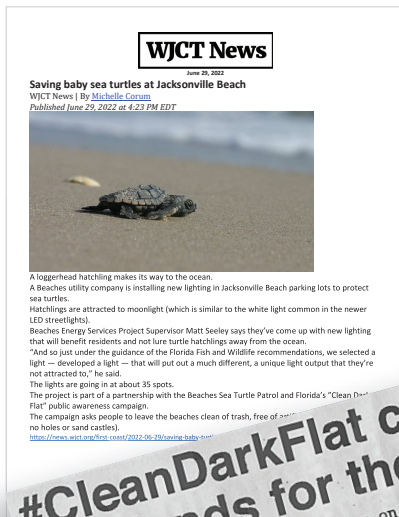
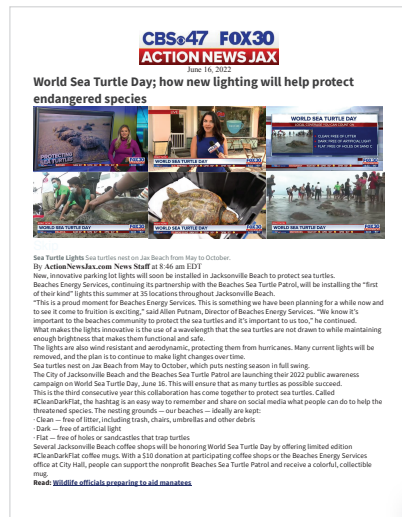
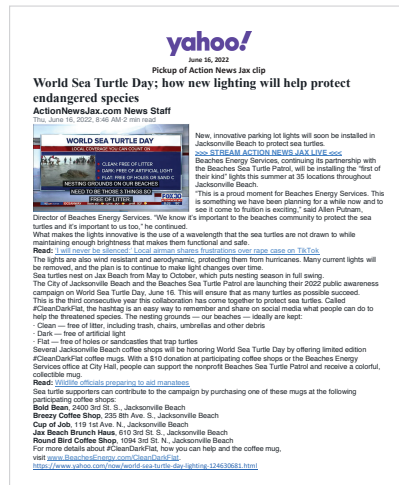


## → #CLEANDARKFLAT:

Shepherd is proud to execute the #CleanDarkFlat campaign to raise awareness for sea turtle protection. Yes, we have a ton of fun designing the coffee mugs each year, but we are especially proud of our PR team's ability to secure participating coffee shops, fulfill orders, track media mentions, and monitor sales.



## #CLEANDARKFLAT MEDIA MENTIONS:







City of Jacksonville Beach  
Date: 03/07/23

RFP #: 01-2223  
Marketing Services for Beaches Energy Services

**FORM 1**  
**PROPOSAL TENDER FORM** (page 1 of 2)

RFP #: 01-2223  
TITLE: Marketing Services for Beaches Energy Services  
DATE: April 14, 2023  
TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA  
PURCHASING AND PROCUREMENT DIVISION

**NOTE:** Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers’ requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY’s satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent’s proposal for this RFP.

SUBMITTED BY: Ashley K. Delance-Keeley  
Printed Name of Authorized Submitter  
COMPANY NAME: SHEPHERD  
ADDRESS: 5 W FORSYTH STREET, SUITE 200  
CITY, STATE & ZIP: JACKSONVILLE, FL 32202  
TELEPHONE NUMBER: 904-359-0981  
EMAIL ADDRESS:

By: [Signature]  
Signature of Authorized Submitter  
SENIOR MARKETING MANAGER  
Title (typed or neatly printed)



**FORM 1**  
**PROPOSAL TENDER FORM** (page 2 of 2)

| PROPOSAL DOCUMENT TURN-IN CHECKLIST                                                                                                                                                                                                                                                                           |     |                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------|
| The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY. |     |                                                                 |
| INITIAL Check-Off                                                                                                                                                                                                                                                                                             | #   | SECTION TITLE                                                   |
| [ADK]                                                                                                                                                                                                                                                                                                         | 1.  | Title Page                                                      |
| [ADK]                                                                                                                                                                                                                                                                                                         | 2.  | Table of Contents                                               |
| [ADK]                                                                                                                                                                                                                                                                                                         | 3.  | Letter of Transmittal                                           |
| [ADK]                                                                                                                                                                                                                                                                                                         | 4.  | FORM 1: PROPOSAL TENDER FORM (completed Pages 32 thru 33)       |
| [ADK]                                                                                                                                                                                                                                                                                                         | 5.  | FORM 2: PROPOSAL AWARD NOTICE FORM – (completed Page 34)        |
| [ADK]                                                                                                                                                                                                                                                                                                         | 6.  | FORM 3: REQUIRED DISCLOSURE FORM (completed Page 35)            |
| [ADK]                                                                                                                                                                                                                                                                                                         | 7.  | FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 36) |
| [ADK]                                                                                                                                                                                                                                                                                                         | 8.  | FORM 5: NON-COLLUSION AFFIDAVIT (completed Page 37)             |
| [ADK]                                                                                                                                                                                                                                                                                                         | 9.  | FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed Page 38)            |
| [ADK]                                                                                                                                                                                                                                                                                                         | 10. | W-9                                                             |
| [ADK]                                                                                                                                                                                                                                                                                                         | 11. | Qualifications and Experience                                   |
| [ADK]                                                                                                                                                                                                                                                                                                         | 12. | Creative Approach                                               |
| [ADK]                                                                                                                                                                                                                                                                                                         | 13. | References                                                      |
| [ADK]                                                                                                                                                                                                                                                                                                         | 14. | Vendor Utilization                                              |
| [ADK]                                                                                                                                                                                                                                                                                                         | 15. | Fee Proposal                                                    |

**NOTE:** Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

| ADDENDA RECEIPT VERIFICATION                                                                                            |  |        |  |             |  |        |  |
|-------------------------------------------------------------------------------------------------------------------------|--|--------|--|-------------|--|--------|--|
| Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below. |  |        |  |             |  |        |  |
| Addendum #:                                                                                                             |  | Dated: |  | Addendum #: |  | Dated: |  |

By:   
Signature of Authorized Submitter

SENIOR MARKETING MANAGER  
Title (typed or neatly printed)

**FORM 2**  
**RFP AWARD NOTICE**

***City of Jacksonville Beach***  
1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**NOTICE:** Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: SHEPHERD  
2. Address: 5 W FORSYTH STREET, SUITE 200  
3. City, State & Zip: JACKSONVILLE, FL 32202  
4. Attention: ASHLEY K. DELANCE - KEELEY  
5. Phone: 904-798-3160 Fax: \_\_\_\_\_  
6. E-mail address: adelance@shepherdagency.com

PLEASE PRINT CLEARLY

\*\*\*\*\*  
ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
\*\*\*\*\*  
Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 01-2223** per the attached Proposal Tabulation form(s).  
  
A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.  
  
If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.  
Sincerely,  
  
CITY OF JACKSONVILLE BEACH  
/s/Luis F. Flores  
Property and Procurement Division



**FORM 5**

**NON-COLLUSION AFFIDAVIT**

Jeri L. Ledbetter, being first duly sworn deposes and says that:

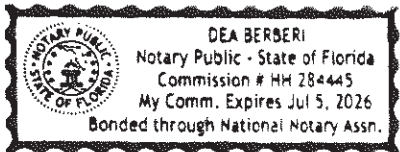
1. He (it) is the Chief Financial Officer of Shepherd the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: Jeri L. Ledbetter

Sworn and subscribed to before me this 14th day of April, 2023,  
in the State of Florida, County of Duval.

Dea Berber Notary Public

My Commission Expires: Jul 5, 2026



**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF Florida

COUNTY OF Duval

Jeri L. Ledbetter is an officer and member of the firm of  
Shepherd, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 01-2223**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Jeri L. Ledbetter  
Affiant Signature

Sworn to before me this 14th day of April, 2023 by Jeri Ledbetter  
(Name of affiant)

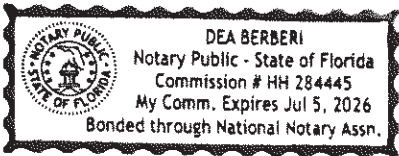
He/She is personally known to me or has produced drivers license as identification.

Dea Berber  
Signature of Notary

Dea Berber  
Notary's Printed Name

Jul 5, 2026  
Expiration of Notary's Commission

Affix Seal Here:







Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**  
  
▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

ATTACHMENT "B"  
**Give Form to the  
requester. Do not  
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Robin Shepherd Studios, Inc.**

2 Business name/disregarded entity name, if different from above  
**Shepherd**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.  

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
  
Exempt payee code (if any) \_\_\_\_\_  
  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**5 W Forsyth Street, Suite 200**

6 City, state, and ZIP code  
**Jacksonville, FL 32202**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                        |  |  |   |  |  |   |  |  |
|------------------------|--|--|---|--|--|---|--|--|
| Social security number |  |  |   |  |  |   |  |  |
|                        |  |  | - |  |  | - |  |  |

or

|                                |   |   |   |   |   |   |   |     |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Employer identification number |   |   |   |   |   |   |   |     |
| 5                              | 9 | - | 2 | 4 | 9 | 2 | 6 | 8 9 |

**Part II Certification**

Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                                    |                         |
|------------------|----------------------------------------------------|-------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Jim D. Galbreath</i> | Date ▶ <i>4/14/2023</i> |
|------------------|----------------------------------------------------|-------------------------|

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
  - Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
  - If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



***Qualifications  
and Experience***

# QUALIFICATIONS AND EXPERIENCE

→ Provide the name and brief historical description of the firm, including names and titles of the firm’s officers or principals, the address of the office that will service the Beaches Energy Services account, and the range of services the firm provides, i.e., advertising, marketing and public relations.

→ Legal Name of Agency:

Robin Shepherd Studios, Inc. (dba “Shepherd”)

→ Brief Historical Description of the Agency:

Shepherd is an independent, full-service advertising agency based in Jacksonville, Florida. Founded in 1984 by our owner Robin Shepherd, we’re a merry band of creative thinkers, dreamers, and doers that specialize in advertising, design, digital marketing, and public relations. We listen carefully, think creatively, and work tirelessly to help deliver meaningful results and memorable moments for our clients.

Shepherd brings more than three decades of experience serving B2B and DTC clients of all shapes and sizes, across the country, including work with local governments in Florida and Georgia, and community-owned services like Beaches Energy.

Names and Titles of the Agency’s Officers or Principals:

- 
1. Robin Shepherd, Chairman
  2. Mike Russell, President / CEO
  3. Mike Guiry, Executive Vice President
  4. Kristen Benjamin, Vice President, Client Services
  5. Kelley Stam, Vice President, Digital
  6. Kendrick Kidd, Vice President, Creative Director
  7. Jeri Ledbetter, Chief Financial Officer



**"YOU HAVE TO EARN  
TOMORROW TODAY"**

- Robin Shepherd

→ Address of the Office That Will Service the Beaches Energy Services Account:

**FRANCES LOSITO**

Account Supervisor  
**e:** flosito@shepherdagency.com  
**p:** 904-556-4497

5 W Forsyth Street  
Suite 200  
Jacksonville, Florida 32202

**Website:** shepherdagency.com





# QUALIFICATIONS AND EXPERIENCE

➔ Range of Services Shepherd Provides:

|                                                                                     |                  |                                                                                                                                                                                                         |                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | RESEARCH         | <ul style="list-style-type: none"><li>• Brand Architecture &amp; Positioning</li><li>• Market Research</li><li>• Consumer Behavior</li><li>• Media Usage &amp; Trends</li></ul>                         | <ul style="list-style-type: none"><li>• Quantitative &amp; Qualitative</li><li>• Consumer Satisfaction Studies</li><li>• Ethnographic Research</li></ul>                                                                                            |
|    | CREATIVE         | <ul style="list-style-type: none"><li>• Brand Strategy &amp; Development</li><li>• Naming</li><li>• Tagline &amp; Messaging</li><li>• Logo Design</li><li>• Advertising</li></ul>                       | <ul style="list-style-type: none"><li>• Experiential</li><li>• Video &amp; Photography</li><li>• Packaging &amp; Collateral</li><li>• Consulting</li></ul>                                                                                          |
|   | MEDIA            | <ul style="list-style-type: none"><li>• Strategic Planning &amp; Buying</li><li>• Campaign Management</li><li>• Advertising Co-Op Management</li><li>• Promotions &amp; Sponsorships</li></ul>          | <ul style="list-style-type: none"><li>• Vendor &amp; Placement Negotiations</li><li>• Invoice Auditing &amp; Reconciliation</li><li>• Post-Buy Analysis &amp; Management</li><li>• Traditional, Digital &amp; Social</li></ul>                      |
|  | DIGITAL          | <ul style="list-style-type: none"><li>• Strategic Planning</li><li>• Information Architecture</li><li>• UI/UX Design</li><li>• Landing Pages</li><li>• CMS Implementation</li></ul>                     | <ul style="list-style-type: none"><li>• Website Design &amp; Development</li><li>• SEO &amp; SEM</li><li>• Email Marketing</li><li>• Reporting &amp; Analytics</li><li>• Optimization Strategy</li></ul>                                            |
|  | PUBLIC RELATIONS | <ul style="list-style-type: none"><li>• Strategic Planning</li><li>• Reputation Management</li><li>• Crisis Communications</li><li>• Media &amp; Community Relations</li><li>• Media Training</li></ul> | <ul style="list-style-type: none"><li>• Press Releases &amp; Monitoring</li><li>• Internal Communications</li><li>• Event Planning &amp; Execution</li><li>• Sponsorships &amp; Promotions</li><li>• Fundraising &amp; Trade Show Support</li></ul> |
|  | SOCIAL MEDIA     | <ul style="list-style-type: none"><li>• Strategic Content Planning</li><li>• Content Creation</li><li>• Community Management</li></ul>                                                                  | <ul style="list-style-type: none"><li>• Paid Media Amplification</li><li>• Photography &amp; Video</li><li>• Reporting &amp; Analytics</li></ul>                                                                                                    |

➔ Include the names of the account executive and the creative staff to be assigned to the Beaches Energy Services account, and include appropriate biography, experience and current accounts.



YEARS WITH  
SHEPHERD:  
7

YEARS ON BEACHES  
ENERGY ACCOUNT:  
7

**FRANCES LOSITO, ACCOUNT SUPERVISOR**

A homegrown Shepherd talent, Fran started her journey as an intern and has been a true asset and a permanent fixture of the team! She quickly went from working on one account to being the go-to Account Supervisor for multiple clients. Her portfolio covers several industries, including transportation, public utilities, tourism, biomedicine, and breweries. Fran has been instrumental in helping CSX, Beaches Energy, the Jacksonville Zoo & Gardens, the St. Johns Cultural Council, Next Science, and Wynn Las Vegas not only achieve their strategic goals but also launch new products and grow their organizations to new heights. For Beaches Energy, specifically, Fran helped the utility elevate the brand in many ways. After managing the company’s monthly newsletter, Fran saw an opportunity to improve the visual graphics, add reporting and analytics, create new content, grow campaign performance, and redesign their website. She enjoys bringing people together and fostering new relationships. Her attention to detail, responsiveness, and determination to treat all clients as true partners position Fran to grow her relationship with Beaches Energy for years to come.

Brand experience:





MONTHS WITH  
SHEPHERD:  
3

MONTHS ON BEACHES  
ENERGY ACCOUNT:  
3

**DAJIANA BURROUGHS, ACCOUNT MANAGER**

After interning at other ad agencies in Jacksonville and serving as an Account Coordinator at David James Group, Dajaina found a new home at Shepherd. A true Jacksonville native, Dajiana graduated from the University of North Florida with a degree in communications focused on public relations. Her efficient work style, dependable nature, and optimistic outlook make her a perfect addition to our team. Dajiana not only assists Fran on the Beaches Energy account, but also supports our Client Services department with several other local accounts, including CSX and Community First.

Brand experience:



# QUALIFICATIONS AND EXPERIENCE



YEARS WITH  
SHEPHERD:  
18

YEARS ON BEACHES  
ENERGY ACCOUNT:  
8

## KENDRICK KIDD, CREATIVE DIRECTOR

Producing nationally award-winning work is not for the faint of heart. But Kendrick's motto for making creative magic happen is fairly simple: Be nice and work hard. The same is true when it comes to how he runs the Creative Department at Shepherd. Kendrick brings a potent combination of marketing savvy and creative inventiveness to everything he touches, including brands like Nike, PGA Tour, and Billabong. He is responsible for developing Shepherd's design portfolio, while also leading creative execution on the agency's most visible accounts. Kendrick was awarded Top 50 Most Liked Designers of 2017 by Dribbble, the world's go-to portfolio sharing platform for creatives and designers.

### Brand experience:



YEARS WITH  
SHEPHERD:  
15

YEARS ON BEACHES  
ENERGY ACCOUNT:  
4

## MARIA WATSON, SENIOR ART DIRECTOR

An award-winning designer and illustrator, Maria has the gift: she can take any product with a marketing challenge big or small and deliver a creative strategy that wins the audience's attention and delivers the message in a wonderfully creative and memorable way. With more than 15 years of experience, she is well versed in pet health and retail marketing, as well as in the promotion of arts and cultural attractions.

### Brand experience:



YEARS WITH  
SHEPHERD:  
6

YEARS ON BEACHES  
ENERGY ACCOUNT:  
5

## MACKENZIE LAW, COPYWRITER

Mackenzie's writing talent, along with her background in public relations, allows her to create concepts and copy that deliver a brand's strategies in moving and memorable ways. A homegrown Shepherd talent, Mackenzie began her journey as an intern and then we wouldn't let her leave. She's been an instrumental part in helping us market to business and consumer audiences.

### Brand experience:



YEARS WITH  
SHEPHERD:  
23

YEARS ON BEACHES  
ENERGY ACCOUNT:  
8

## KELLEY STAM, VICE PRESIDENT OF DIGITAL

Kelley is our champion of all things digital. A native of Canada by way of Trinidad, she's a talented illustrator and designer who put down the pencils for a keyboard and mouse when the internet first popped up. She has played an integral part in developing web strategies and navigational structures, digital design, and handling the day-to-day mechanics of production and development. Kelley has helped brands like HEARTGARD, CSX, Borland Groover, and Jacksonville Zoo and Gardens advance their digital goals.

### Brand experience:



YEARS WITH  
SHEPHERD:  
3.5

YEARS ON BEACHES  
ENERGY ACCOUNT:  
3.5

## WILL SULLIVAN, MEDIA DIRECTOR

A media director with a passion for winning share and helping grow brands, Will brings a depth of agency and client-side marketing experience to his position. With a background in brand management, communications planning, media planning, buying, and auditing as well, he has worked on some of the biggest brands in the country, including McDonalds, Sonic, Chattem, and more. His mix of analytical skill and creativity helps us maximize every media dollar spent, in traditional and digital media.

### Brand experience:





# QUALIFICATIONS AND EXPERIENCE



YEARS WITH  
SHEPHERD:  
23

YEARS ON BEACHES  
ENERGY ACCOUNT:  
8

**LARRY COBB, DIRECTOR OF ANALYTICS & SEO**

In a world full of data, it's essential that you have someone like Larry on your team. He's our resident analytics expert and you can rest assured when he's combing through data sets to help pinpoint your target demographics and psychographics. With a programmer's background and training, Larry's expertise spans keyword search, competitive intelligence, campaign analysis and optimization, visitor behavior and experience analysis, dashboard development and post-test analysis. He works closely with Shepherd's digital and media teams on all monitoring and reporting efforts for clients like Boehringer Ingelheim, CSX Transportation, UF Health Proton Therapy Institute and Beaches Energy Services. Larry is certified in Google Analytics and Google Adwords.

Brand experience:



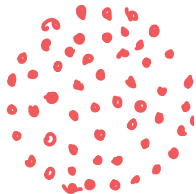
YEARS WITH  
SHEPHERD:  
7.5

YEARS ON BEACHES  
ENERGY ACCOUNT:  
7.5

**JOHN HARBERT, WEB DEVELOPER**

John has a decade of experience in web development, ranging from informational websites to corporate platforms with database requirements and plug-ins. He is a self-taught, full-stack developer who is as comfortable with server setups as he is writing code in HTML5, CSS, JavaScript, JQuery and PHP or working with content management systems. John has spent the past six years developing custom Drupal themes for the likes of K9s For Warriors, UF Health Proton Therapy Institute, CSX Transportation, Beaches Energy Services, Borland Groover and a slew of pet care brands including HEARTGARD, NexGard and FRONTLINE.

Brand experience:



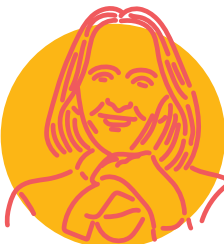
YEARS WITH  
SHEPHERD:  
1.5

YEARS ON BEACHES  
ENERGY ACCOUNT:  
1.5

**TORY GILLETTE, SENIOR DIGITAL DESIGNER**

Tory's versatile background as a senior digital designer and art director has given her experience handling branding, identity development, logo design, email marketing, web design, animated graphics, and social media. Prior industry experience includes retail, entertainment, food service, hospitality, healthcare, education, fitness, and finance. With clients ranging from non-profits to Fortune 500 companies, Tory's adaptability is one of her strongest assets. Some notable brands include the Jacksonville Jumbo Shrimp, Washington Commanders, Capital One, Johnson & Johnson Vision, Closetmaid, and Winn-Dixie.

Brand experience:



YEARS WITH  
SHEPHERD:  
35

YEARS ON BEACHES  
ENERGY ACCOUNT:  
4

**NANCY SEELY, EXECUTIVE VICE PRESIDENT, PUBLIC RELATIONS**

With a professional reputation that precedes her, Nancy's insight into the communications landscape has afforded her an elevated sense of connectivity throughout the Southeast region. She has led successful efforts on behalf of The First Tee, Northeast Florida Community Action Agency, Florida Blue, Florida Blue Foundation, The Knight Foundation, Merck Pharmaceutical's Companion Animal Division, PGA Tour and the World Golf Hall of Fame — just to name a few. She has a keen understanding of the marketing and communications challenges that organizations face today, and how to navigate ever-changing dynamics, communicating in a crowded space and overcoming obstacles to achieve exemplary results.

Brand experience:

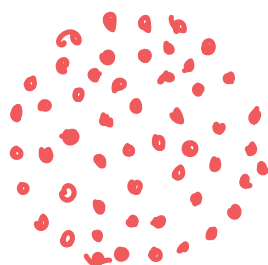


→ Provide Most Recent Financial Statements (Income Statement and Balance Sheet).

We are a privately held company and do not disclose financials in a public format. Please see the requested financial reports in a separate envelope, marked "CONFIDENTIAL."

# WORK SAMPLES

➔ Describe prior work accomplishment similar to services requested herein (no more than five (5) projects that occurred within the past three (3) years, include project type, results and overall cost).



# WORK SAMPLES

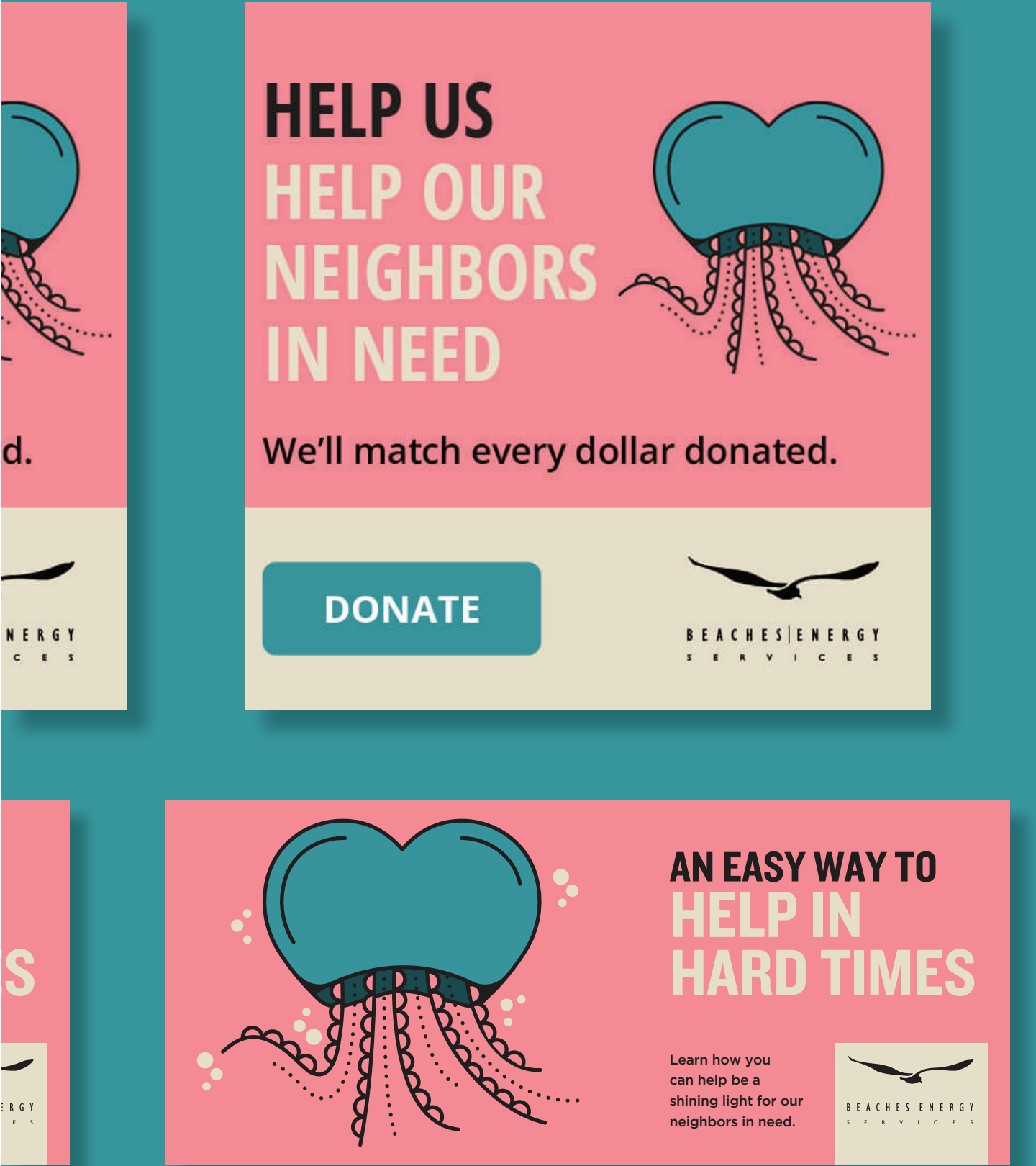
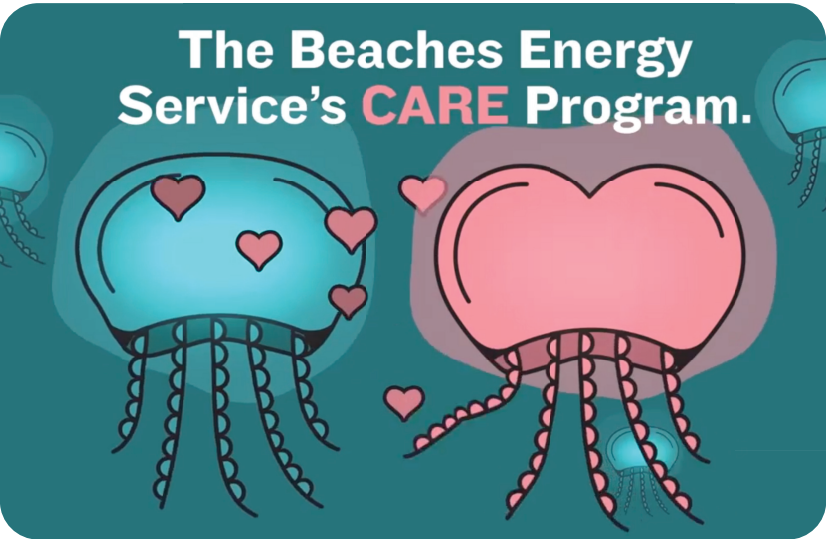
## → BEACHES ENERGY SERVICES - CARE CAMPAIGN

Beaches Energy is one of the accounts that everyone in the agency loves to work on; your purpose, your collaborative nature, and your appreciation for creativity inspire the team to try to top ourselves with each and every project. This year's CARE campaign, and adding a broadcast piece to it, is a good example.

We provided multiple concepts - we don't limit our creativity to a single idea or two like some agencies - we present as many ideas as possible that we think have a chance of (a) achieving the goal (b) enhancing the brand, and (c) make our team and yours excited to tell people, "Hey, we did that!"

**As of 2023, donations increased more than 5 times compared to the previous 3-year period since the annual CARE campaign began.**

TELEVISION COMMERCIAL



CARE STATEMENT STUFFER AND DIGITAL AD



# WORK SAMPLES

➔ **BORLAND GROOVER**

Borland Groover is a leading provider of gastroenterology services in North Florida. The clinic came to us looking to elevate brand awareness and increase the number of colonoscopy patients.

Typical healthcare commercials are usually well-done testimonials from former patients, or hospital staff cast in a heroic light. Borland Groover competes with Mayo Clinic and UF Health, two of the most respected names in health care, along with a number of smaller, independent practices.

The spot was a hit, and **drove a 24% increase in screenings** over the year prior.



A YOUNG MAN TURNS THE TABLES ON HIS FATHER AFTER YEARS OF BEING TOLD  
THROUGHOUT HIS CHILDHOOD TO DO STUFF BECAUSE 'IT'S GOOD FOR YOU'



"Come on, open up. It's good for you."



"Just eat it. It's good for you."



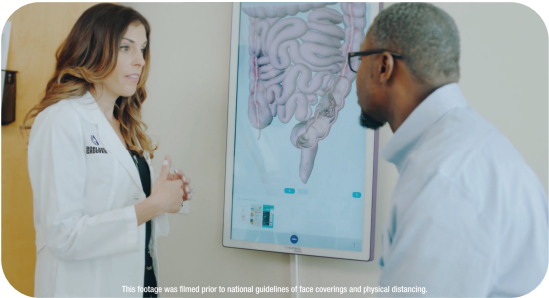
"It's good for you!"



"Colonoscopy prep."



"Well drink up...it's good for you."



A Borland Groover colonoscopy isn't just good for you...it can save your life.



With our advanced technology and personalized patient care,



You can count on Borland Groover for exceptional care inside and out.



# WORK SAMPLES

➔ **BORLAND GROOVER**

In this ad, the strategy was a little different. We’ve added a hard-hitting departure from the lifestyle stories with an animated punch in the throat against colon cancer home tests. Borland Groover wants to educate audiences on the realities and shortcomings of colon cancer home tests, so we created a fully animated humorous commercial that debunks some of the things the 3D box has been saying in Cologuard commercials.

Cologuard doesn’t like our commercial, but Borland Groover and the public do:

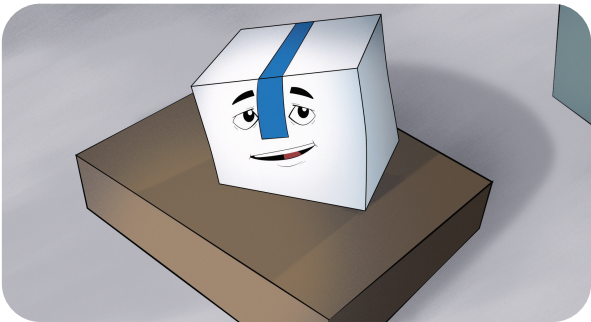
**Appointments jumped 14%, while COVID-19 was still an active deterrant to many potential patients.**



:30 TV COMMERCIAL



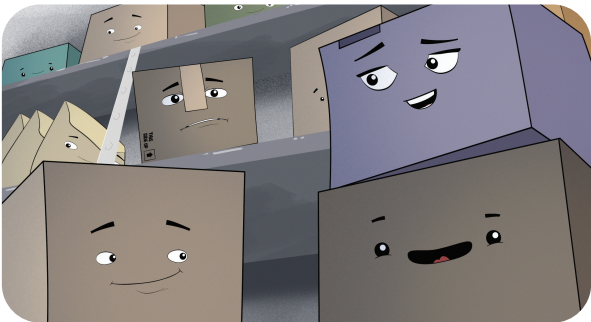
“Looks like we’ve got a doctor on board.”



“Actually, I’m no gastroenterologist. Colon cancer home tests like me can only detect the presence of some high-risk polyps.



A colonoscopy is the only way to detect and remove high-risk polyps.”



“So you’re not a doctor? You mean you’re just a box full of shhh... here comes the driver.”



You get one life. Don’t mail it in.



# WORK SAMPLES

→ SNYDER HEATING & AIR

Snyder came to us to help them build awareness and increase service contracts for their AC business. As you would expect, the air conditioning market in Florida is pretty crowded with competitors large and small.

Snyder had a superhero mascot that had been part of their brand for decades, “Snyderman”. But their previous commercials were built around a local news personality delivering the same very straightforward, very standard messages other companies promoted.

Snyder knew having a superhero character on all of their trucks helped with brand awareness, so we set out to build the campaign around their iconic superhero, but in an unexpected way. The underlying joke was that Snyderman doesn’t actually have awesome superhero powers like other famous heroes – he’s just great at repairing ACs, which is very heroic in a typical Florida summer.

Each commercial is a little story that intersects with and upends traditional superhero mythology, but in a humorous and engaging way.

The results have been great:

- An **average sales increase of 7.8%** during months TV ran
- An **11.7% sales increase** this past November, attributed to a new weather sponsorship that included a bonus week of television and radio spots in addition to the on-screen logo placement during weather updates
- A **19% increase in service agreements** for the year

To avoid spot burnout, we extended the campaign with a series of holiday-specific PSAs, Snyderman-style. For the 4th of July, Snyderman urges North Florida to ‘stay cool’ this holiday and to not shoot fireworks off too many days after the 4th. Abe Lincoln agrees since they ‘scare my dog, dude.’





## WORK SAMPLES

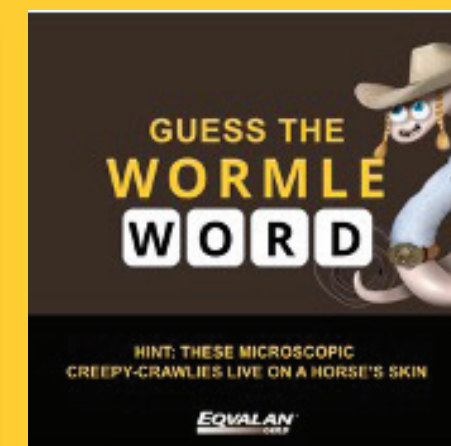
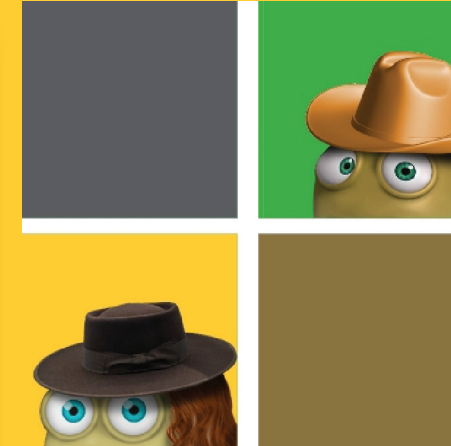
→ **EQVALAN® GOLD**

EQVALAN® Gold is an oral paste dewormer for horses. More than five years ago, we developed these “Kardashians of Canadian Equine Parasites” worm characters to set the brand apart among the expected glamour and horse photography found in the trade publications. The worms quickly became fan favorites and continue to be used in fun and clever ways to raise brand awareness and educate horse owners on the topic of deworming.

In the campaign's fifth year, we drew inspiration from the popular game Wordle to create "Wormle." The campaign surpassed previous goals, generating new campaign highs in both conversions and engagements. The digital-only campaign not only raised sales among veterinarians and horse owners, but also helped the brand maintain its leading spot in the category.

**Conversions up 14%** compared to previous year.

**51% engagement rate** with an average engagement time of 3 min, 4 secs.

[illegible]



# QUALIFICATIONS AND EXPERIENCE

➔ Provide a listing of previous or existing marketing, advertising and public relations experience for public or private utilities and for municipal or government agencies.

Experience with public or private utilities:

- Beaches Energy Services

Experience with municipal or government agencies:

- **City of Jacksonville Beach** - Beaches Energy awareness, product/service campaigns and website
- **Jax Beach Golf Club** - Re-branding and relaunch
- **Suwannee River Water Management District** - Awareness campaign and in-school educational materials
- **St. Johns County Cultural Council** - Branding, website, and national awareness campaigns
- **Jacksonville Zoo and Gardens** - Event and fundraising campaigns





# *Creative Approach*

## CREATIVE APPROACH

➔ **Provide a statement of your understanding of the project and a general description of your proposed approach to the project.**

As your current marketing and advertising agency, we not only have a deep understanding of your current projects, but also have some fun and innovative ideas for how we can create some new and exciting campaigns in the future. Also, and simply put... we get you. We are local, have Beaches residents among our staff, and understand the community you're serving. We know and love the area and its culture, and as always, we will bring that out in our work for you.



# CREATIVE APPROACH

➔ Provide PDFs or links to portfolio of your most creative commercials, print ads and other documentation of your style.

## BEACHES ENERGY SERVICES

Your team at Shepherd includes award-winning illustrators who have created work for some of the top sports, surf, beverage, and entertainment brands in the country - including SpongeBob Squarepants. This team loves working on Beaches Energy and the chance to bring out your beach personality - like we did for the Beaches Energy Rodeo Team.





# CREATIVE APPROACH

## → COMMUNITY FIRST CREDIT UNION

Community First came to us to help them find a way to stand out from the traditional, conservative marketing that's common with most banks and credit unions.

In the "Ever Wish" campaign, people expressed regrets about the bank they'd chosen, only to be told how Community First was the solution they were looking for. The person expressed a regret Community First couldn't help with - like getting a baby pet lion, or making a bet that resulted in getting your friend's face tattooed on yours. Funny and unexpected, the campaign helped attract younger members...and the spots were so well-liked they consistently delivered an over 95% completion rate when run as skippable pre-roll videos on YouTube.



"Ever wish there was a place that had great rates and all the financial services we need without all the fees and hassles?"



"There is, Community First, and they're local, so all the decisions are made right here."



"Ever wish we didn't buy that baby lion at the flea market"



(Retail offer)



Community First:  
Love where you bank.



"Bad lion!"



WATCH HERE



**COMMUNITY FIRST**  
Credit Union  
Love Where You Bank

Everyone has regrets.  
Don't let where you bank be one of them.

Introducing the **NEW** Rain Maker CD from Community First

|                                          |                                         |
|------------------------------------------|-----------------------------------------|
| <b>2.15%</b><br>APY*<br>(\$500 min.)     | <b>2.20%</b><br>APY*<br>(\$45,000 min.) |
| <b>2.25%</b><br>APY*<br>(\$100,000 min.) |                                         |

22-month term • No account fees • Interest compounded monthly  
**Stop wishing for a better bank.**

Call 904-354-8537 or stop by one of our branches.

**COMMUNITY FIRST**  
Credit Union  
Love Where You Bank

Federally insured by NCUA. An initial deposit of \$5 to be held in your Community First Share account is required for membership. Membership is open to anyone who lives or works in Baker, Duval, Flagler, Nassau, Putnam or St. Johns counties. APY: Annual Percentage Yield. Interest compounded monthly. Subject to the only with no penalty equivalent to 180 days of interest earned. Offer may end at any time without notice. Basic effective as of April 16, 2018.

**INTRODUCING BOUNCE-PROOF FREE CHECKING**

Spring for coffee with the card that won't bounce.

**COMMUNITY FIRST**  
Credit Union  
Love Where You Bank

1234 5678 9101 1234  
00/00  
CU MEMBER  
**VISA**

**RED CARD YOUR BANK.**

Come to Community First Credit Union and get:

- Free Checking
- Mobile Banking
- ATM Refunds
- Cool Rewards

**COMMUNITY FIRST**  
Credit Union  
Love Where You Bank  
[CommunityFirstFL.org](http://CommunityFirstFL.org)

Federally Insured by **NCUA**  
An initial deposit of \$5 to be held in your Community First Share account is required for membership. Membership is open to anyone who lives or works in Baker, Clay, Duval, Flagler, Nassau, Putnam or St. Johns counties.

**COMMUNITY FIRST**  
Credit Union  
Love Where You Bank

Official Credit Union of the Jacksonville Armada FC



# CREATIVE APPROACH

→ THE TIDINGS

TIDINGS is one of our favorite assignments of the year.





# CREATIVE APPROACH

## → JACKSONVILLE JUMBO SHRIMP

Shrimpin' ain't easy. We provide design, digital assets, and special event promotion for the Jacksonville Jumbo Shrimp.



"Into the Shrimpverse" Collectible Comic Book





# CREATIVE APPROACH

## VETERAN AIR

When Veteran Air joined forces with a national HVAC, plumbing, and electrical services group, they were ready to bring the brand to the next level by launching a fresh look and investing in a strategic marketing and advertising campaign to grow their business. They sought a creative agency that could help them visually stand out in a crowded marketplace, as well one that understood the media landscape and could take a campaign from conception to activation. Shepherd developed a new visual aesthetic, including a new logo, mascot, and fleet wrap design. We also brought their mascot character to life through animations and radio spots, which helped Veteran Air usher in a new era, while staying true to its local and U.S. veteran roots.



# CREATIVE APPROACH

➔ **Clearly identify your firm’s role in the production and/or placement of these ads.**

In all of the work samples above, we handled all services in-house, including creative concepting, design work, animation, and digital strategy. We also used our in-house media capabilities (including a robust technology stack) for the research, planning, and placement of paid media. We only utilized outside vendors for certain video production, photography, and printing needs.

➔ **Identify how you intend to monitor and report progress during the implementation and examples of reports that have been used in previous efforts of this kind.**

**COLLABORATION BETWEEN THE AGENCY AND THE CLIENT:**

- With Beaches Energy, we always conduct an annual review of campaign objectives and performance with key stakeholders.
- For the “Clean. Dark. Flat.” sea turtle campaign, specifically, our public relations team monitors news clips/mentions, as well as coffee mug sales.
- We offer as many follow-up meetings and check-ins as our clients request with their dedicated Account Supervisor (or anyone within the agency, for that matter!)

**COLLABORATION WITHIN THE AGENCY:**

- Our digital team generates monthly social media and website reports to ensure optimal performance. It’s important to us that we don’t just “set it and forget it.” If something isn’t performing well digitally, we believe in adjusting the campaign as needed and measuring the results again.
- In addition, our digital team recognizes the need to stay current with advancements in technology. Should an update be necessary (ex. Google Analytics 4 or Apple Privacy rules), our in-house analytics team can work with you to plan and implement any changes.

# CREATIVE APPROACH

**EXAMPLES OF REPORTS:**

Below is a glimpse at our Annual Report, which contains a year-end review of the prior year, as well as recommendations for the following year. Our most recent Annual Report detailed 2022 Campaign performance, social media highlights, digital and media performance, and more.



## 2022 Campaign Performance

| Campaign               | Goal                                                                                   | Results                                                                                                            |
|------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Auto Pay               | Increase avg monthly customers signed up for automatic payment 10% from 8,374 to 9,169 | Increased avg. monthly to 8,639                                                                                    |
| E-Bill                 | Maintain 50% e-bill sign up rate.                                                      | Reached 54% e-bill subscribers (19,099) (As of July 31)                                                            |
| My Utility Planner     | Increase 5% from 558 to 586 online audits completed.                                   | Drove 397 completions (As of July 31, prior to Sept promotion)                                                     |
| Rebates                | Max out distribution of rebates to \$250K, equal to approximately 900 submissions.     | 632 total and \$163K as of July 31, prior to Sept promotion. 41% YOY increase in traffic to landing page in April. |
| CodeRED                | Continue to support program with organic and paid social posts, and TV.                | Generated 775 sign ups and 158 clicks to CodeRed page. (As of July 31)                                             |
| CARE Program           | Increase average monthly donations 10% from \$1,479 to \$1,627                         | Increased average monthly donations from \$1,479 to \$1,652 (As of July 31)                                        |
| Protecting Sea Turtles | Increase awareness of Beaches Energy’s efforts to protect loggerhead sea turtles       | See slide 11.                                                                                                      |



# Welcome Email

Review



**Link Click Performance** October 1, 2021 – July 31, 2022

| Link                    | Clicks |
|-------------------------|--------|
| Payment Options         | 219    |
| ENROLL IN E-BILL TODAY  | 156    |
| Paperless E-billing     | 141    |
| VISIT BEACHSENERGY.COM  | 98     |
| SIGN UP                 | 94     |
| REGISTER FOR CodeRED    | 31     |
| FAQs                    | 15     |
| Energy Rebates          | 10     |
| Energy Saving Tips      | 8      |
| Hurricane AlertsCodeRED | 6      |

- Almost 44,000 Email Delivered
- Overall Click rate 2.02%
- Most clicks related to bill pay



# Paid Digital

Review

Stats

| Paid Media Tactics   | Impressions | Clicks | CTR   | Sessions | Conv | Video Starts | Video Completes |
|----------------------|-------------|--------|-------|----------|------|--------------|-----------------|
| Programmatic Display | 2,925,596   | 4,736  | 0.16% | 3,606    | 1    | 0            | 0               |
| Social Media         | 1,859,925   | 16,412 | 0.88% | 10,949   | 89   | 277,649      | 90,174          |
| Video   OTT          | 63,847      | 0      | 0%    | 0        | 0    | 64,079       | 63,355          |
| Totals               | 4,849,368   | 21,148 | 0.44% | 14,555   | 90   | 341,728      | 153,529         |

# CARE Program

Review



**Media Performance** October 1, 2021 – July 31, 2022

| Total Completions | Count |
|-------------------|-------|
| Total Completions | 70    |

| Paid Media Tactics | Frequency               | Average CTR% | Goal Completions |
|--------------------|-------------------------|--------------|------------------|
| Email              | Nov   Dec               | 0.77%        | 60               |
| Social             | 1-2x Month<br>Nov   Dec | 0.55%        | 2                |
| Beaches Leader     | 25,253                  | n/a          | n/a              |

# CodeRED

Review



**Media Performance** October 1, 2021 – July 31, 2022

| Total Completions | Count |
|-------------------|-------|
| Total Completions | 158   |

| Paid Media Tactics | Frequency                      | Average CTR% | Goal Completions |
|--------------------|--------------------------------|--------------|------------------|
| Email              | June                           | 6.00%        | 75               |
| Social             | 1- 2x Month<br>May June   July | 0.83%        | 2                |
| Digital Display    | 615,497                        | 0.15%        | N/A              |
| Digital Video      | 35,124                         | n/a          | n/a              |
| TV                 | 84,600                         | n/a          | n/a              |
| Beaches Leader     | 36,522                         | n/a          | n/a              |

# E-Bill

Review



**Digital Performance** October 1, 2021 – July 31, 2022

| Total Completions | Count |
|-------------------|-------|
| Total Completions | 691   |

| Paid Media Tactics | Frequency               | Average CTR% | Goal Completions |
|--------------------|-------------------------|--------------|------------------|
| Email              | March                   | 3.75%        | 377              |
| Social             | 16 posts<br>March-April | 0.30%        | 14               |

# Rebates

Review



**Digital Performance** October 1, 2021 – July 31, 2022

| Paid Media Tactics | Frequency  | Average CTR% |
|--------------------|------------|--------------|
| Email              | 1 in April | 7.86%        |
| Social             | 2 in April | 0.38%        |
| Digital Display    | 1,678,400  | 0.17%        |

# My Utility Planner

Review



**Media Performance** October 1, 2021 – July 31, 2022

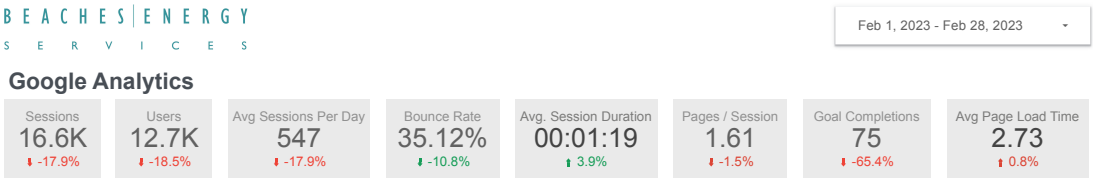
| Total Completions | Count |
|-------------------|-------|
| Total Completions | 174   |

| Paid Media Tactics | Frequency  | Average CTR% | Goal Completions |
|--------------------|------------|--------------|------------------|
| Email              | January    | 3.83%        | 51               |
| Social             | 2x January | 0.31%        | 73               |
| Digital Video      | 28,723     | n/a          | 0                |
| Digital Display    | 63,815     | 0.05%        | 1                |
| TV                 | 286,300    | n/a          | n/a              |
| Beaches Leader     | 25,253     | n/a          | n/a              |

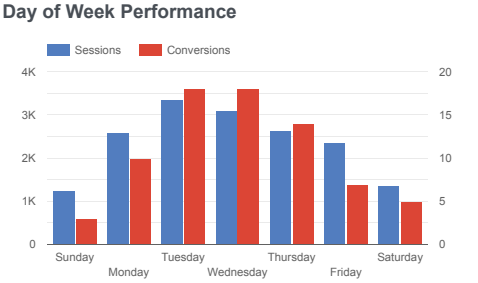
# CREATIVE APPROACH

EXAMPLES OF REPORTS:

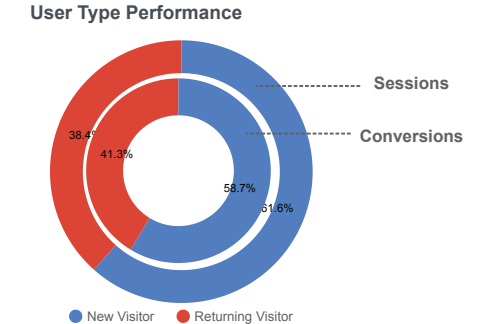
We can also provide Digital Media Performance Reports to review analytics for website traffic, conversions, impressions, and clicks, as well as paid media and social posts.



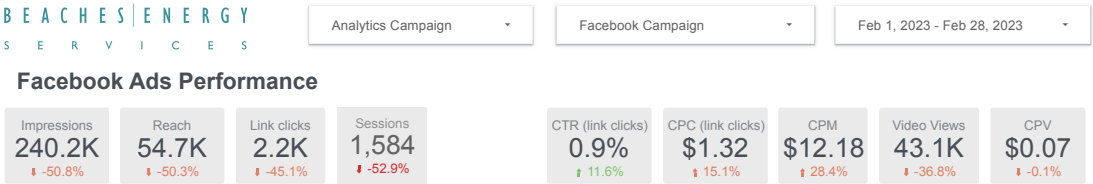
| Source / Medium                  | Sessions | Users | Bounce Rate | Pages / Session | Conv |
|----------------------------------|----------|-------|-------------|-----------------|------|
| (direct) / (none)                | 7,033    | 5,735 | 29.03%      | 1.6             | 19   |
| google / organic                 | 5,253    | 3,987 | 30.88%      | 1.76            | 23   |
| cm / email                       | 1,512    | 1,015 | 34.79%      | 1.3             | 21   |
| facebook / paid-social           | 1,484    | 1,199 | 79.58%      | 1.25            | 0    |
| bing / organic                   | 488      | 392   | 11.27%      | 1.99            | 3    |
| internet.speedpay.com / referral | 141      | 107   | 22.7%       | 1.82            | 4    |
| stackadapt / display             | 134      | 125   | 92.54%      | 1.09            | 0    |
| yahoo / organic                  | 127      | 112   | 18.11%      | 1.98            | 0    |
| jacksonvillebeach.org / referral | 123      | 110   | 51.22%      | 1.99            | 2    |
| instagram / paid-social          | 100      | 94    | 93%         | 1.01            | 0    |



| Landing Page                                  | Sessions | Page-views | Bounce Rate | % Exit | Conv |
|-----------------------------------------------|----------|------------|-------------|--------|------|
| /                                             | 6,456    | 13,731     | 20.11%      | 47.02% | 34   |
| /my-account/payment-options/online-billing/   | 3,941    | 4,987      | 17.69%      | 79.03% | 7    |
| /my-account/payment-options/                  | 1,679    | 2,047      | 42.64%      | 82.02% | 5    |
| /my-account/payment-options                   | 925      | 1,122      | 83.14%      | 82.44% | 0    |
| /my-account/                                  | 596      | 1,019      | 11.41%      | 58.49% | 2    |
| /about-us/news/experiment-static-electricity/ | 854      | 954        | 92.15%      | 89.52% | 0    |
| /about-us/careers                             | 350      | 398        | 69.43%      | 87.94% | 0    |
| /about-us/natural-gas/natural-gas-safety      | 198      | 289        | 89.39%      | 68.51% | 0    |
| /my-account/start-stop-service/               | 80       | 223        | 25%         | 35.87% | 0    |
| /my-account/start-stop-service/residential/   | 130      | 175        | 70%         | 74.29% | 0    |

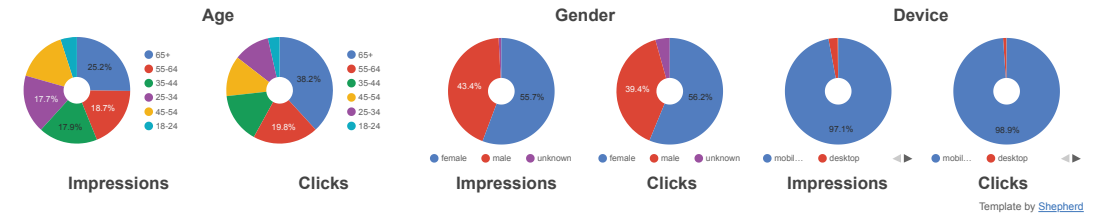


Template by [Shepherd](#)



| Campaign name                | Impressions | Reach  | Link clicks | CTR   | Post Engage-ments | Video Views | CPC  | CPM   |
|------------------------------|-------------|--------|-------------|-------|-------------------|-------------|------|-------|
| CJB_February 2023_Traffic    | 171,100     | 20,126 | 1,785       | 1.04% | 37,133            | 35,278      | 1.29 | 13.44 |
| CJB_Recruitment 2023_Traffic | 45,089      | 25,490 | 435         | 0.96% | 4,662             | 4,188       | 0.98 | 9.44  |
| CJB_February 2023_Reach      | 23,994      | 21,046 | 0           | 0%    | 3,644             | 3,621       | null | 8.34  |

| Ad name                                     | Impressions | Link clicks | CTR (link clicks) | Post Engage-ments | Video Views | View Rate | CPC    | CPM     |
|---------------------------------------------|-------------|-------------|-------------------|-------------------|-------------|-----------|--------|---------|
| Auto-Pay_Sign-Up_FB_2.7                     | 84,234      | 1,057       | 1.25%             | 27,244            | 26,173      | 31.07%    | \$1.15 | \$14.39 |
| Recruitment_Customer-Service-3_FB_CTW_1.19  | 27,752      | 236         | 0.85%             | 2,191             | 1,924       | 6.93%     | \$0.97 | \$8.24  |
| Auto-Pay_Sign-Up_FB_2.16                    | 27,277      | 289         | 1.06%             | 4,944             | 4,644       | 17.03%    | \$1.34 | \$14.24 |
| General_Employee-Feature_FB_Reach_2.6       | 23,994      | 0           | 0%                | 3,644             | 3,621       | 15.09%    | null   | \$8.34  |
| Safety_Balloons_FB_2.10                     | 16,358      | 141         | 0.86%             | 4,142             | 3,968       | 24.26%    | \$1.42 | \$12.23 |
| Safety_Natural-Gas_FB_2.19                  | 14,997      | 107         | 0.71%             | 112               | 0           | 0%        | \$1.4  | \$10    |
| Safety_Call-811_FB_2.24                     | 14,444      | 109         | 0.75%             | 111               | 0           | 0%        | \$1.38 | \$10.38 |
| Recruitment_Customer-Service-2b_FB_CTW_1.19 | 9,033       | 128         | 1.42%             | 1,366             | 1,234       | 13.66%    | \$0.93 | \$13.11 |
| Safety_Balloons_IG_2.10                     | 7,210       | 48          | 0.67%             | 543               | 493         | 6.84%     | \$2.08 | \$13.87 |
| Recruitment_Customer-Service-2a_FB_CTW_1.19 | 6,264       | 53          | 0.85%             | 729               | 676         | 10.79%    | \$1.04 | \$8.77  |



Template by [Shepherd](#)

# CREATIVE APPROACH

EXAMPLES OF REPORTS:

For the #CleanDarkFlat campaign, our PR team monitors all local news outlets to keep track of media coverage, including mentions online, in newspapers, and on television and radio. The team also keeps track of the circulation and/or audience, unique website visitors, and URLs.

| DATE      | OUTLET                          | TITLE/PROGRAM                                                                                                                           | MEDIA TYPE         | CIRCULATION/<br>AUDIENCE | UNIQUE<br>VISITORS/<br>MONTH | URL                                                                                                                                                              |
|-----------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4/27/22   | First Coast News                | Sea turtle nest discovered in St. Johns County marks the start of nesting season - Here's what you can do to help keep the turtles safe | Online, consumer   |                          | 357,111                      | https://www.firstcoastnews.com/article/news/local/turtle-patrol-finds-first-regional-sea-turtle-nest-of-the-sea-son/77-d6244b7d-64e0-40d4-97c0-283034ad8672      |
| 6/9/2022  | The Beaches/Ponte Vedra Leader  | Sea Turtle Patrol launching #CleanDarkFlat campaign                                                                                     | Newspaper          | 9,500                    |                              |                                                                                                                                                                  |
| 6/16/2022 | WJXT-TV The Morning Show        | New lighting to help turtle hatchlings                                                                                                  | Broadcast-Online   | 49,852                   |                              | https://www.news4jax.com/video/morning-show/2022/06/16/new-lighting-to-help-turtle-hatchlings/                                                                   |
| 6/16/2022 | WJXT-TV The Morning Show        | New lighting to help turtle hatchlings                                                                                                  | Broadcast          |                          |                              |                                                                                                                                                                  |
| 6/16/2022 | WFOX-TV                         | Action News Jax at 7:00am                                                                                                               | Television station | 15,404                   |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320808                                                                                      |
| 6/16/2022 | WFOX-TV                         | Action News Jax at 8:00am                                                                                                               | Television station | 8,749                    |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320810                                                                                      |
| 6/16/2022 | WFOX-TV                         | Action News Jax at 4:00pm                                                                                                               | Television station | 3,755                    |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320875                                                                                      |
| 6/16/2022 | WJAX-TV                         | Action News Jax at 5:30pm                                                                                                               | Television station | 17,326                   |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320983                                                                                      |
| 6/16/2022 | WFOX-TV                         | Action News Jax at 6:30pm                                                                                                               | Television station | 10,075                   |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320982                                                                                      |
| 6/16/2022 | WFOX-TV                         | Action News Jax at 10:30pm                                                                                                              | Television station | 10,053                   |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320981                                                                                      |
| 6/16/2022 | WJAX-TV                         | Action News Jax at 11:00pm                                                                                                              | Television station | 17,388                   |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320873                                                                                      |
| 6/16/2022 | Yahoo.com                       | World Sea Turtle Day; how new lighting will help protect endangered species (pickup-Action News)                                        | Online, consumer   |                          | 141,100,000                  | https://www.yahoo.com/now/world-sea-turtle-day-lighting-124630681.html                                                                                           |
| 6/16/2022 | News Break                      | World Sea Turtle Day; how new lighting will help protect endangered species (pickup-Action News)                                        | Online, consumer   | 0                        | 2,453,000                    | https://www.newsbreak.com/news/2638530444516/world-sea-turtle-day-how-new-lighting-will-help-protect-en-dangered-species                                         |
| 6/16/2022 | WOKV-AM                         | Radio clip from WOKV-AM (Radio) at 2022-06-16 10:48:37.000                                                                              | Radio station      | 153,500                  |                              | https://us.vocuspr.com/ViewNewsOnDemand.aspx?ArticleID=3678980_51811_320819                                                                                      |
| 6/17/2022 | First Coast News                | New lighting in Jacksonville Beach helps protect sea turtles                                                                            | Broadcast-Online   |                          | 357,111                      | https://www.firstcoastnews.com/video/news/local/new-lighting-in-jacksonville-beach-helps-protect-sea-turtles/77-435230b2-9e73-457f-b800-ccb5f9a10f3c             |
| 6/23/2022 | The Beaches/Ponte Vedra Leader  | June 26 is Beaches Sea Turtle Patrol Day                                                                                                | Newspaper          | 9,500                    |                              | https://publisher.etype.services/Beaches-Leader/e-paper-regular-edition/4098A7B75DF91D43/2                                                                       |
| 6/29/2022 | WJCT News                       | Saving baby sea turtles at Jacksonville Beach                                                                                           | Online, consumer   |                          | 52,129                       | https://news.wjct.org/first-coast/2022-06-29/saving-baby-turtles-at-jacksonville-beach                                                                           |
| 6/29/2022 | WJCT News - First Coast Connect | Florida COVID-19 cases; #CleanDarkFlat; grocery store price hikes; What's good Wednesday                                                | Broadcast Online   |                          |                              | https://news.wjct.org/show/first-coast-connect-with-melissa-ross/2022-06-29/florida-covid-19-cases-cleandark-flat-grocery-store-price-hikes-whats-good-wednesday |
| 6/29/2022 | JAX TDY                         | Saving baby sea turtles at Jacksonville Beach (links to WJCT News)                                                                      | E-newsletter       |                          |                              |                                                                                                                                                                  |
| 8/18/2022 | Beaches Leader                  | #CleanDarkFlat campaign raises awareness and funds for the Beaches Sea Turtle Patrol                                                    | Newspaper          | 9,500                    |                              |                                                                                                                                                                  |
| 8/18/2022 | Ponte Vedra Leader              | #CleanDarkFlat campaign raises awareness and funds for the Beaches Sea Turtle Patrol                                                    |                    | 7500                     |                              |                                                                                                                                                                  |
|           |                                 |                                                                                                                                         |                    | 322,102                  | 144,319,351                  |                                                                                                                                                                  |



# CREATIVE APPROACH

➔ Describe the process for delivering maximum creative value, while keeping the fee as low as possible.

Because we are a full-service agency, we can complete most of our work in-house, which allows for greater collaboration and concurrent processes on our side. This allows multiple departments to work on projects simultaneously, which saves our clients time and money.

Having worked with Beaches Energy for several years now, we have already established a great amount of efficiency, by streamlining conceiving and asset creation for recurring campaigns.





# *References*

# REFERENCES

→ Provide a listing of current and previous clients. Provide at least three (3) current client references with the name, title, address, telephone number, and type of work performed.

LIST OF CURRENT AND PREVIOUS CLIENTS:



|                                         |                              |
|-----------------------------------------|------------------------------|
| COJB – Beaches Energy Services          | Community First Credit Union |
| Boehringer Ingelheim                    | World Golf Hall of Fame      |
| CSX                                     | Borland Groover              |
| UF Health Proton Therapy Institute      | Next Science                 |
| The Main Street America Insurance Group | Sycamore Brewing             |
| Snyder Heating & Air                    | Rogers Towers                |
| APEX Home Services                      | Jacksonville Zoo and Gardens |
| Crowley Maritime Services               |                              |

# REFERENCES

CURRENT CLIENT REFERENCES:

→ Provide a listing of current and previous clients. Provide at least three (3) current client references with the name, title, address, telephone number, and type of work performed.

1

**STUART KLEIN**  
*Executive Director*  
UF Health Proton Therapy Institute  
2015 N. Jefferson St.  
Jacksonville, FL 32206  
(904) 588-1241

**Type of Work Performed:**

- Website design and maintenance, search engine marketing, public relations, social media, advertising, creative design, content development, media strategy, media planning, media buying, digital analytics, strategic marketing planning

2

**SHAWN VANN**  
*Senior Director, Marketing (Southeast)*  
APEX Service Partners  
3401 Southside Blvd.  
Jacksonville, FL 32216  
(904) 640-8768

**Type of Work Performed:**

- Advertising, production, PR, event support, marketing materials, branding

3

**JOHN CLAYBROOKS**  
*Chief Marketing Officer*  
Crowley  
9487 Regency Square Blvd.  
Jacksonville, FL 32225  
904-371-7163

**Type of Work Performed:**

- Advertising, video editing, marketing materials, recruitment





***Vendor  
Utilization***

VENDOR UTILIZATION

→ Provide a list of professional services the firm is offering in response to this RFP and identify which services will be performed internally and which services will be provided by an external firm.

| Service                                                                                                                                                                                                                                                                                            | Internal | External                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Develop and implement marketing, advertising, and public relations strategies and plans for Beaches Energy Services, including value-added service strategies and plans.                                                                                                                           | ✓        |                                                                                                                                                                                                                                                                           |
| Develop and implement strategies and plans to provide energy conservation information to its customers and to reinforce and build upon the existing positive public perception of Beaches Energy Services.                                                                                         | ✓        |                                                                                                                                                                                                                                                                           |
| Develop and produce information and marketing materials for electronic, print and social media including television and radio, public service announcements, videos, short education/training videos, display ads, brochures, education/training packets, signs, posters and social media content. | ✓        | <b>Printing:</b><br>Diane's Creations, Inc.<br>(DCI Apparel)<br>2210-5 Corporate Sq Blvd<br>Jacksonville, FL 32216<br><br>Stitches & Screens, Inc.<br>1939 Mayport Road<br>Atlantic Beach, FL 32233<br><br>Raintree Graphics<br>5921 Richard St<br>Jacksonville, FL 32216 |
| Develop and implement an evaluation process to measure the impact of strategies, plans, and programs.                                                                                                                                                                                              | ✓        |                                                                                                                                                                                                                                                                           |
| Develop and implement an employee recruitment campaign.                                                                                                                                                                                                                                            | ✓        |                                                                                                                                                                                                                                                                           |
| Develop a creative concept for strategies, plans, and programs.                                                                                                                                                                                                                                    | ✓        |                                                                                                                                                                                                                                                                           |
| Develop scripts and storyboards, when required.                                                                                                                                                                                                                                                    | ✓        |                                                                                                                                                                                                                                                                           |
| Provide production, when required.                                                                                                                                                                                                                                                                 | ✓        |                                                                                                                                                                                                                                                                           |
| Provide design, when required.                                                                                                                                                                                                                                                                     | ✓        |                                                                                                                                                                                                                                                                           |
| Provide crisis management strategies, when required.                                                                                                                                                                                                                                               | ✓        |                                                                                                                                                                                                                                                                           |
| Provide copy writing, when required.                                                                                                                                                                                                                                                               | ✓        |                                                                                                                                                                                                                                                                           |

| Service                                                                                                                                                                    | Internal | External                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------|
| Develop and implement a customer/citizen market survey strategy and plan, when required.                                                                                   | ✓        |                                                                                             |
| Develop and implement marketing, advertising, and public relations programs and plans for other services and initiatives of the City of Jacksonville Beach, when required. | ✓        |                                                                                             |
| Web Design and Layout                                                                                                                                                      | ✓        |                                                                                             |
| Web Hosting                                                                                                                                                                | ✓        | <b>LiquidWeb</b><br>( <a href="https://www.liquidweb.com/">https://www.liquidweb.com/</a> ) |
| Media Placement                                                                                                                                                            | ✓        |                                                                                             |
| Photography                                                                                                                                                                | ✓        | <b>Tom Shifanella Photography</b><br>20 17th Street<br>Atlantic Beach, FL 32233             |
| Video Production                                                                                                                                                           | ✓        | <b>Tom Shifanella Photography</b><br>20 17th Street<br>Atlantic Beach, FL 32233             |
| Audio Production                                                                                                                                                           | ✓        |                                                                                             |



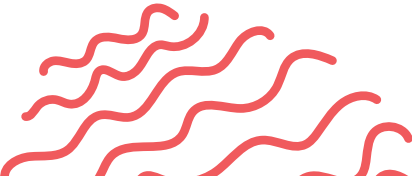
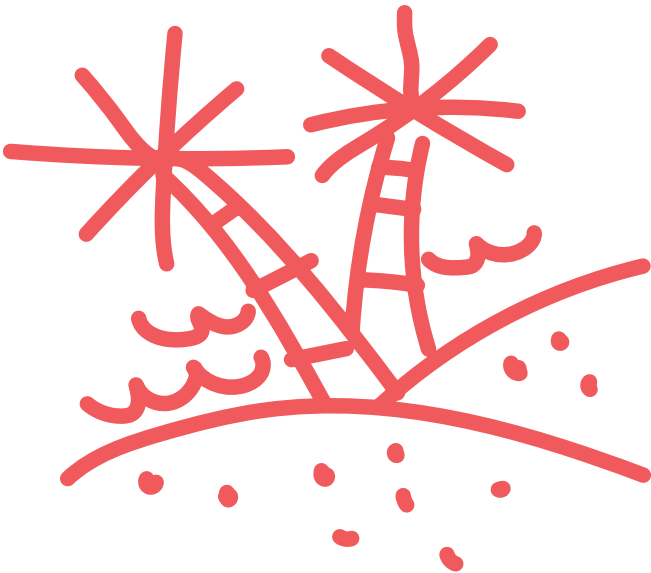
# FEE PROPOSAL

➔ Provide a schedule of proposed fees to accomplish the project.

Professional services for Tidings, Tidings eNewsletter, Social Media and Community Management, Campaign Creative Development, Recruitment and Crisis Management

**TOTAL (Year One)** ..... **\$229,940**

\*Does not include out-of-pocket costs for paid media, photography, printed collateral or website maintenance and hosting.





*Let's Keep  
Riding...*

***Shepherd***



BEACHES | ENERGY  
S E R V I C E S





# ***Thanks!***

We appreciate the opportunity to participate in your search.  
If you have any questions, please don't hesitate to call.

***Frances Losito***  
*Account Supervisor*

**e:** [flosito@shepherdagency.com](mailto:flosito@shepherdagency.com)

**p:** 904-556-4497



**RFP Number: 01-2223**

**RFP Title: Marketing Services for Beaches Energy Services**

To:

City of Jacksonville Beach  
ATTN: Luis F. Flores  
Property and Procurement Division  
1460A Shetter Ave.  
Jacksonville Beach, FL 32250

From:

Shepherd  
5 W Forsyth Street  
Suite 200  
Jacksonville, FL 32202  
904-359-0981



City of Jacksonville Beach

Property and Procurement Division  
1460A Shetter Ave., Jacksonville Beach, FL 32250  
Tel: 904-247-6229

Receipt for RFP/Bid/RFQ

Circle one

RFP / Bid / RFQ number: 01-2223

Initials of receiver: Q.S

Respondent: Shepherd.

Date/time received:

APR 19 23 1:01 PM



| CITY COUNCIL AGENDA ITEM |                                            |
|--------------------------|--------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager      |
| FROM:                    | Ashlie Gossett, Chief Financial Officer    |
| DATE:                    | 06/12/2023                                 |
| SUBJECT:                 | Lease Agreement with the Sulzbacher Center |

#### BACKGROUND

The City owns a Community Services Center located at 850 6th Avenue South. The facility, constructed in 1984 with Community Development Block Grant funds, is intended to be leased by non-profit organizations providing assistance to low and moderate income citizens. The building is 8,165 square feet in size and has five suites.

The Sulzbacher Center has occupied Suite 500 since 2008, and the current lease agreement does not provide for any more extensions or renewals. The proposed new lease agreement is for five years with the option to renew for five additional three-year terms, for a maximum lease period of no more than 20 years.

#### FINANCIAL IMPACT

The rental rate and annual increase are consistent with the current agreement. No budget amendments are required.

#### REQUESTED ACTION

Approve a five-year Lease Agreement with the Sulzbacher Center with an option to renew the lease agreement for five additional three-year terms, for a maximum lease period of no more than 20 years

#### ATTACHMENTS

1. Sulzbacher Center Lease Agreement

**CITY OF JACKSONVILLE BEACH  
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 1<sup>st</sup> day of October, 2023, by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor") and The Sulzbacher Center, d/b/a Beaches Community Healthcare, a Sulzbacher Clinic, 611 East Adams Street, Jacksonville, Florida, 32202 (hereinafter, "Lessee").

**I. PREMISES**

In consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, Lessor does hereby lease to the Lessee certain premises in Jacksonville Beach, Duval County, Florida described as follows:

**Community Services Center, Suite 500, located at 850  
6<sup>th</sup> Avenue South, Jacksonville Beach, Florida 32250,  
which consists of 3,675 square feet (hereinafter  
"Leased Premises").**

**II. RENT**

Commencing on October 1, 2023, Lessee agrees to pay Lessor \$5,365.50 on the first day of each and every month as the Initial Rent for the Leased Premises. Such Initial Rent shall increase by 4% on October 1, 2024, and shall increase by 4% of the then current monthly rent on October 1 of each and every year thereafter.

(Rentable space is calculated at the rate of \$17.52 per square foot for the first year)

A late fee in the amount equal to 1.5% of the current monthly rent due shall be assessed against the Lessee if the full amount of monthly rent due has not been received by the Lessor by the eighth day of each month.

Lessor shall make rent payable and delivered to:

City of Jacksonville Beach  
11 North Third Street  
Jacksonville Beach, Florida 32250.

**III. LEASE TERM**

The initial term of this Lease shall be five years, commencing on October 1, 2023 and terminating on September 30, 2028, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for five additional three-year terms, for a maximum lease period of no more than 20 years. For any renewal period, Lessee may only exercise the option to renew for the three-year term next succeeding the current term. Lessee shall exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

#### **IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY**

Lessee agrees that this Lease shall operate to terminate any prior, unwritten, rental arrangement or use agreement between the Lessor and Lessee for the Leased Premises, and that the terms of this Lease shall govern the parties for any term hereof.

#### **V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS**

Either party may terminate this Lease Agreement without cause and without penalty upon 90 days' written notice to the other as provided in Article XVIII below.

At the termination or expiration of this Lease, Lessee shall remove all of its personal property from the Leased Premises and surrender the Lease Premises to the Lessor in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. If after seven (7) calendar days from the date of termination or expiration the Lessee has failed or refused to remove all of its personal property from the Leased Premises, the Lessor shall have the right to remove such personal property from the Lease Premises, without liability to Lessee for any damage or loss of such personal property that may directly or indirectly result from Lessor's removal, at the cost and expense of the Lessee. Lessee agrees that Lessor shall at no time during or after this leasehold have a duty to protect the condition or provide for the safekeeping of Lessee's personal property. If Lessee holds over (fails or refuses to surrender possession of the Leased Premises) after the expiration or termination of this Lease, such tenancy shall be from month-to-month only and shall be payable at a monthly rate of two times the monthly rent due, as calculated under the provisions of Section II. No holding over by Lessee shall constitute or operate to extend any term of this Lease. Lessee agrees to pay any and all costs incurred by Lessor, including actual attorney's fees and legal expenses, arising out of or related to Lessee's failure or refusal to surrender the Leased Premises after the expiration or termination of this Lease.

#### **VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT**

If the Lessee defaults in the performance of any obligation, covenant, or agreement in this Lease, and fails to correct or cure such default within 30 days of notice of default from the Lessor, the Lessor, at its sole option, may terminate this Lease, which shall be effective 15 calendar days after written notice of termination from the Lessor to Lessee.

#### **VII. WAIVER OF DEFAULT**

The Lessor's failure to act with regard to any default or breach by the Lessee of any obligation, covenant, or agreement in this Lease shall not constitute a waiver of any such obligation, covenant, or agreement or the waiver of any subsequent obligation, covenant, or agreement.

#### **VIII. PERMITTED USE**

Lessee may use the Leased Premises for the expressed purpose of providing office space to perform such functions commensurate with the services the Lessee renders to the public. No other uses or deviations will be permitted without consent of the Lessor. The Lessee shall not use the Leased Premises for any unlawful use nor in any manner that is in violation of local or state law or regulation. Lessee agrees to comply with all federal, state, and

local laws and regulations that apply or may apply to Lessee's possession and use of the Leased Premises.

**IX. "AS-IS" DELIVERY, IMPROVEMENTS, MAINTENANCE, AND REPAIR**

Lessor shall deliver, and the Lessee agrees to accept, the Leased Premises "as is" "where is", except to the extent expressly provided in this Lease. The Lessee shall, during the term of this lease and at the Lessee's sole expense, be responsible for all costs and expenses, whether foreseen or unforeseen, of any improvements, repairs, services, and utilities required to operate and maintain the Leased Premises, including HVAC system repairs. Lessee agrees to keep the interior of the Leased Premises in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. The Lessee shall be responsible for and pay for any damage to the Leased Premises caused by said Lessee.

Lessor shall maintain and keep in repair the exterior of the Leased Premises during the terms of this lease and shall be responsible for the replacement of all windows broken or damaged in the Leased Premises, except such breakage or damage caused to the exterior of the Leased Premises by the Lessee, its officers, agents, or employees.

**X. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

All property of any kind that may be on the Leased Premises during this lease shall be at the sole risk of the Lessee, and the City shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the Leased Premises. The City shall be held harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the Lessee's sole negligence.

**XI. INSURANCE AND INDEMNIFICATION**

- a. Commencing on October 1, 2023, and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall procure, maintain, and pay for a Commercial General Liability insurance policy providing coverage which protects Lessor and Lessee from claims arising from bodily injury, property damage, operations, premises, and fire liability. This insurance policy shall have a combined single limit of not less than \$2,000,000.00. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.
- b. Commencing on October 1, 2023, and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall provide, maintain, and pay for a property insurance policy providing coverage for the Leased Premises, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable



value thereof. Deductibles for all perils shall not be greater than \$1,000.00. The policy shall be endorsed to make any loss payments payable jointly to Lessor and Lessee for losses covered under such policies. Lessee shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed building, improvements, betterments, and equipment; otherwise, the entire proceeds of such policy shall become payable to Lessor.

- c. Lessee shall provide Lessor with certificates of insurance stating that the required coverages are in force within 10 days after execution of the Lease, and annually thereafter. Lessee shall supply proof of insurance subject to all requirements of this Section to Lessor for any Lessor-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.
- d. Recognizing the extended term of this Lease, Lessor agrees that Lessee shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in Lessee's use of the premises, measurable changes in local and national economic indicators, and changes in City policies and procedures.
- e. No oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements herein shall constitute the Lessor's approval of the Lessee's insurer or insurance coverage or shall alter in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.
- f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations herein provided shall also extend to claims arising during any term of this lease and asserted after the expiration or termination of this Lease.

## **XII. JANITORIAL AND WASTE COLLECTION SERVICES**

Lessee shall be responsible for the cost and expense of any janitorial supplies and services utilized for the Leased Premises. The Lessee must furnish the Lessor with the name of any janitorial service utilized by the Lessee during any term of this Lease. The Lessee agrees that the Lessor reserves the right for Lessor and/or its authorized representative(s) to enter the Leased Premises to inspect and to ensure the facility's use is in conformance with the authorizations of this Lease, and is maintained in a clean, sanitary condition upon 24 hours' prior notice, unless such notice is deemed unreasonable to protect the Leased Premises, as shall be determined in the Lessor's sole discretion.

Lessee shall be responsible for the cost and expense for the collection and removal of all rubbish, refuse, solid waste, yard waste, recyclables, noncombustible refuse, construction and demolition debris, industrial waste, hazardous waste, and/or pathological waste, that

originates from the Leased Premises during any term of this Lease. If in order for the Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased Premises the Lessor must perform any related act, the Lessee agrees to reimburse the Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to the Lessor within 30 days of Lessor's demand for payment.

### **XIII. UTILITIES**

The Lessee will promptly pay all water, sewer, garbage, and electricity or charges which may become payable during the term of this Lease for the water, sewer, garbage and electricity used by the Lessee on the Leased Premises. The City will provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, water, sewer, and garbage.

### **XIV. TAXES**

Lessee shall pay and be responsible for all applicable taxes (including ad valorem taxes), payments in lieu of taxes, assessments, levies, fees, water and sewer charges, foreseen and unforeseen, which are or may be imposed upon the Leased Premises.

### **XV. FIRE AND OTHER HAZARDS**

In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, the Lessor at its option may forthwith repair the damage to such Leased Premises at its own cost and expense.

### **XVI. SUBLETTING AND ASSIGNMENT**

The Lessee shall not sublet or assign all or any part of the Leased Premises without the prior written consent of the Lessor, which may give or withhold such consent as it deems in the best interest of the Lessor, in its sole discretion. Any sublease made or assignment given by the Lessee without Lessor's written consent shall constitute a default by the Lessee and be voidable at the Lessor's election.

### **XVII. AUTHORITY OF CITY MANAGER TO RENEW**

If renewed pursuant to the expressed terms of this Lease, the City Manager is authorized to agree to any period of renewal up to the maximum renewals authorized herein. Any new lease entered into between the Lessor and Lessee shall be approved by the City Council.

### **XVIII. NOTICES**

The Lessor hereby designates the City Manager or the City Manager's designee as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease agreement and the Leased Premises. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

Notice to the Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville

Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing from time to time.

**XIX. ENTIRE AGREEMENT**

Lessor and Lessee understand and agree that no oral arrangements or agreements between them shall affect, supersede, amend, or cancel any term of this Lease, and that this Lease contains all of the terms, obligations, covenants, conditions, and warranties related to the Lessee's possession, use, and occupancy of the Leased Premises and that no term herein may be modified, deleted, or added except in writing and signed by the parties.

**XX. SEVERABILITY**

If any provision of this Lease is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of the Lease agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Lease agreement.

**XXI. GOVERNING LAW**

The terms of this Lease shall be governed by the laws of the State of Florida. Lessor and Lessee agree that in the event of a dispute, the courts of Duval County, Florida shall have personal and subject matter jurisdiction over the parties.

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

IN WITNESS WHEREOF, we the LESSOR and LESSEE, have hereunto affixed our hands and seals.

LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: \_\_\_\_\_  
Print: Sheri Gosselin  
Title: City Clerk  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Christine H. Hoffman  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Sandra R. Robinson, City Attorney

Sign: \_\_\_\_\_  
Print: Michael J. Staffopoulos  
Title: City Manager  
Date: \_\_\_\_\_

LESSEE - THE SULZBACHER CENTER

Sign: Cindy Funkhouser  
Print: Cindy Funkhouser  
Title: President and CEO  
Date: 7/5/2023

(Signature of person with authority to legally bind The Sulzbacher Center)

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of July, 2023 (year), by Cindy Funkhouser [NAME] CEO [TITLE] of The Sulzbacher Center, a Florida Not-for-Profit Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced \_\_\_\_\_ [type of identification] as identification.

Staci M. Magruder  
Notary Public  
My commission expires: 4-27-2024



Staci M. Magruder  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG982256  
Expires 4/27/2024



| CITY COUNCIL AGENDA ITEM |                                                                               |
|--------------------------|-------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                         |
| FROM:                    | Dennis W. Barron, Jr., Director of Public Works                               |
| DATE:                    | 06/01/2023                                                                    |
| SUBJECT:                 | Memorandum of Agreement with North Florida Utility Coordinating Group Members |

#### BACKGROUND

In June 2009, City Council first approved the City of Jacksonville Beach (COJB) to join with other water utilities in Northeast Florida in a memorandum of agreement for working on groundwater resource sustainability and water supply planning. This agreement combined our resources for hiring a technical consultant and legal support services needed in our coordination with the St. Johns River, Santa Fe River Water Management District, and the Florida Department of Environmental Protection. The utility group is known as the Northeast Florida Utility Coordination Group (NFUCG). This agreement was renewed in February 2011, July 2014, September 2017, and October 2020. The current agreement will end on September 30, 2023. The proposed agreement is for three years and will expire on September 30, 2026.

This collaborative effort has been crucial in communicating the concerns of the utilities about using the best science available and developing more accurate groundwater models. Meanwhile, other environmental and water resource pressures, such as minimum flow levels for lakes and the impact of withdrawals in adjoining regions, continue to grow in importance. In addition, other influential groups with different and varying priorities are engaging in these regional discussions and work groups.

Ultimately, it is anticipated that stricter limits for water withdrawals will be set in the future. It is imperative that our region's water utilities maintain a common voice and message as this dialogue continues.

The following water utilities have agreed to continue working together via the renewed memorandum of agreement (attached) that pays for this anticipated level of technical consultant and legal support services:

| Owner                         | 2022 Flow<br>AADF<br>(MGD) | Reimbursement<br>(%) | Total Annual<br>Cost | Total Cost<br>Amount |
|-------------------------------|----------------------------|----------------------|----------------------|----------------------|
| City of Atlantic Beach        | 2.4                        | 1.32%                | \$6,578              | \$19,735             |
| Clay County Utility Authority | 12.83                      | 7.03%                | \$35,166             | \$105,498            |
| City of Gainesville           | 23.2                       | 12.72%               | \$63,590             | \$190,769            |



|                            |               |                |                  |                    |
|----------------------------|---------------|----------------|------------------|--------------------|
| City of Jacksonville Beach | <b>2.48</b>   | 1.36%          | \$6,798          | \$20,393           |
| JEA                        | <b>124.81</b> | 68.42%         | \$342,095        | \$1,026,285        |
| City of Neptune Beach      | <b>0.68</b>   | 0.37%          | \$1,864          | \$5,591            |
| Town of Orange Park        | <b>0.86</b>   | 0.47%          | \$2,357          | \$7,072            |
| St. Johns County           | <b>15.16</b>  | 8.31%          | \$41,552         | \$124,657          |
| <b>Total</b>               | 182.42        | <b>100.00%</b> | <b>\$500,000</b> | <b>\$1,500,000</b> |

Notes:

1. AADF is annual average daily flow
2. MGD is million gallons per day

JEA will continue as the designee to administer the contracts, utilizing their engineering and legal contracts, with costs reimbursed to JEA by the member utilities based on annual average daily flows. The City's share of the cost will be 1.36% for the renewal period. The estimated costs are:

| <b>3-Year<br/>MOA</b> | <b>Fiscal<br/>Year</b> | <b>NFUCG<br/>Total</b> | <b>City<br/>Portion</b> |
|-----------------------|------------------------|------------------------|-------------------------|
| <u>Previous</u>       | 2011                   | \$500,000              | \$6,810                 |
|                       | 2012                   | \$500,000              | \$6,810                 |
|                       | 2023                   | <u>\$500,000</u>       | <u>\$6,810</u>          |
|                       | <b>TOTAL:</b>          | \$1,500,000            | \$20,429                |
| <u>Renewal</u>        | 2024                   | \$500,000              | \$ 6,798                |
|                       | 2025                   | \$500,000              | \$ 6,798                |



|  |               |                  |                 |
|--|---------------|------------------|-----------------|
|  | 2026          | <u>\$500,000</u> | <u>\$ 6,798</u> |
|  | <b>TOTAL:</b> | \$1,500,000      | \$20,394        |

As with the previous five agreements, it is recommended that the City Manager execute this agreement on behalf of the City Council.

FINANCIAL IMPACT

Funding for this contract is available in the Water & Sewer budget.

REQUESTED ACTION

Approve a Memorandum of Agreement with North Florida Utility Coordinating Group Members for a period of three years and authorize the City Manager to execute the Agreement

ATTACHMENTS

1. NFUCG MOA 2024-2026 for Execution

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF ATLANTIC BEACH, CLAY COUNTY UTILITY AUTHORITY, CITY OF  
GAINESVILLE, CITY OF JACKSONVILLE BEACH, JEA, CITY OF NEPTUNE  
BEACH, TOWN OF ORANGE PARK, AND ST. JOHNS COUNTY  
TO ASSESS GROUNDWATER RESOURCE SUSTAINABILITY IN NORTHEAST  
FLORIDA**

**WHEREAS**, the St. Johns River Water Management District (SJRWMD) and the Suwannee River Water Management District (SRWMD) are undertaking and continuing water supply planning processes using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region and specifically developing MFL Prevention and Recovery Plans that local governments and utilities may be a participant; and

**WHEREAS**, the City of Atlantic Beach, Clay County Utility Authority, City of Gainesville, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, and St. Johns County (hereinafter referred to as "OWNERS"), desire to jointly and collaboratively evaluate regional long-term sustainability of groundwater resources to meet future public water supply needs relative to the St. Johns River Water Management District's (SJRWMD) and Suwannee River Water Management District's (SRWMD) water supply planning processes; and

**WHEREAS**, the OWNERS support protecting and sustaining the natural systems and groundwater resources; and

**WHEREAS**, the OWNERS have a responsibility to provide cost effective public water supply alternatives; and

**WHEREAS**, it is more efficient for the OWNERS to cost share in this effort and to avoid duplication of effort; and

**WHEREAS**, the OWNERS need to engage engineering consultants and legal support services and desire to designate JEA to administer these contracts; and

**WHEREAS**, pursuant to Section 21.04(t) of the City of Jacksonville Charter, JEA is authorized to provide the services described herein; and

**WHEREAS**, the OWNERS have agreed to enter into this agreement (the "Agreement") for the purpose of setting forth the terms and conditions which will govern their mutual obligations in furtherance of the foregoing Recitals; and

NOW, THEREFORE, the OWNERS and JEA agree as follows:

**1.** The foregoing Recitals are true and correct and are incorporated herein by this reference to the same.

**2. Services.** JEA hereby agrees to administer consultant and legal services contracts for the OWNERS as described in the Scope of Services (the "Scopes"), which will be attached as consultant Exhibit A hereto, after being approved and finalized by JEA and all OWNERS, and which shall become a part hereof when attached hereto. The OWNERS and JEA understand that Exhibit A may be modified and/or additional Scopes may be added at a future date, in accordance with the provisions set forth in paragraphs 4, 6 and 8 herein. In the role of administrator of the consultant and legal contracts, JEA will (1) act as the primary contact for the contracts, (2) will relay the prioritization of tasks as set by the OWNERS, (3) coordinate progress meetings and other activities relating to project status and (4) pay the invoices submitted by the consultants, subject to the reimbursement of the costs by the other OWNERS, in the percentages as set forth in paragraph 6 herein.

**3. Limitations.** Prioritization of tasks included in the Scopes and overall direction to consultant and legal service providers will be determined jointly by the OWNERS. Decisions will require a majority vote of the OWNERS before JEA directs consultants accordingly. Each OWNER will have one vote. JEA will coordinate regular progress meetings for conference calls and meetings with consultant and legal service providers to provide OWNERS with project status updates and obtain OWNER votes, as needed.

**4. Costs.** OWNERS shall be limited to an overall, combined total cost not to exceed \$1,500,000 over the term of this Agreement (the "Total Costs Amount") as presented in Table 1. These costs are anticipated to be incurred at approximately \$500,000 per year for each of the three (3) years of the Agreement (Fiscal Years 2024, 2025, and 2026). Exhibit A contains a draft scope of services for these activities. This scope will be updated and adjusted as needed by the committee. Decisions to add additional services within the Scopes, but subject to and limited by the Total Costs Amount, will require at least a majority vote of the OWNERS. The addition of Scopes above the Total Costs Amount will require written modification of this Agreement and the approval of a majority of the OWNERS. In the event that additional Scopes above the Total Costs Amount are so approved, any dissenting OWNER may elect to withdraw from this Agreement in accordance with the requirements of paragraph 10 hereof.

**5. Effective Date.** The Effective Date of this Agreement shall be October 1, 2023.

**6. Reimbursement of Expenses.** OWNERS will reimburse JEA on up to a monthly basis and within 30 days of invoicing by JEA in consideration of this Agreement based on actual costs incurred during the preceding period. Costs to each OWNER will be paid proportionally to each utility's 2022 total annual average daily flow for the duration of this Agreement, as follows:

**Table 1: Percentage Reimbursement and Cost**

| <b>Owner</b>                  | <b>2022<br/>Flow<br/>AADF<br/>(MGD)</b> | <b>Reimbursement<br/>(%)</b> | <b>Total Annual<br/>Cost</b> | <b>Total Cost<br/>Amount</b> |
|-------------------------------|-----------------------------------------|------------------------------|------------------------------|------------------------------|
| City of Atlantic Beach        | <b>2.4</b>                              | 1.32%                        | \$6,578                      | \$19,735                     |
| Clay County Utility Authority | <b>12.83</b>                            | 7.03%                        | \$35,166                     | \$105,498                    |
| City of Gainesville           | <b>23.2</b>                             | 12.72%                       | \$63,590                     | \$190,769                    |
| City of Jacksonville Beach    | <b>2.48</b>                             | 1.36%                        | \$6,798                      | \$20,393                     |
| JEA                           | <b>124.81</b>                           | 68.42%                       | \$342,095                    | \$1,026,285                  |
| City of Neptune Beach         | <b>0.68</b>                             | 0.37%                        | \$1,864                      | \$5,591                      |
| Town of Orange Park           | <b>0.86</b>                             | 0.47%                        | \$2,357                      | \$7,072                      |
| St. Johns County              | <b>15.16</b>                            | 8.31%                        | \$41,552                     | \$124,657                    |
| <b>Total</b>                  | <b>182.42</b>                           | <b>100.00%</b>               | <b>\$500,000</b>             | <b>\$1,500,000</b>           |

Note: AADF is annual average daily flow

JEA will not charge OWNERS any additional fees for contract administration. If any OWNER fails to reimburse JEA for its percentage share, interest shall be assessed at the rate of 8% per year. If an OWNER fails to pay its percentage share for two (2) consecutive months, this MOA shall be void as between JEA and such Defaulting OWNER. Defaulting OWNER shall thereafter cease to be a part of the OWNERS group, and shall not be entitled to attend any meetings, have any vote on matters, and obtain any information or reports prepared by consultants. The Defaulting OWNER shall continue to be liable to JEA for payment of its percentage share of the costs incurred, plus accrued interest, but the defaulting OWNER shall not be liable for any cost or expenses from the date it is no longer a part of the OWNERS group. If an OWNER defaults or separates from the group in accordance with paragraph 10, JEA shall re-allocate the reimbursement percentages set forth above, and each OWNER shall thereafter be responsible for the revised percentage of the fees.

In lieu of cost reimbursement, JEA may allow OWNERS to provide in-kind services, on a case-by-case basis, and as unanimously agreed by OWNERS when said in-kind services have or will directly support and offset costs of the Scopes within the limitations of the Total Costs Amount in paragraph 4 above and any approved additional services.

**7. Notification.** Correspondence to JEA, project administration questions, and payment, as well as any other notice, shall be directed as follows:



Tom Bartol, PE  
JEA  
21 W. Church St. T-8  
Jacksonville, Florida 32202  
(904) 665-6373  
barttj@jea.com

Notices to and from the other OWNERS and voting shall be made by the following individuals, or a designee of each respective OWNER, at the addresses shown:

|                                                                                                                                                                              |                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Steve Swann<br>City Engineer<br>City of Atlantic Beach<br>800 Seminole Road<br>Atlantic Beach, FL 32233<br>904-247-5874<br>sswann@coab.us                                    | Director of Public Works<br>City of Neptune Beach<br>2010 Forest Avenue<br>Neptune Beach, Florida 32266<br>(904) 270-2423<br>dpw@nbfl.us               |
| Jeremy Johnston<br>Executive Director<br>Clay County Utility Authority<br>3176 Old Jennings Road<br>Middleburg, Florida 32068<br>(904) 272-5999<br>jjohnston@clayutility.org | Chuck Pavlos<br>Public Works Director<br>Town of Orange Park<br>2042 Park Avenue<br>Orange Park, Florida 32073<br>(904) 264-7411<br>cpavlos@townop.com |
| Rick Hutton<br>Supervising Engineer<br>W/WW Division<br>Gainesville Regional Utilities<br>4747 N Main Street<br>Gainesville, FL 32609<br>(904) 393-1612<br>huttonrh@gru.com  | Colin Groff<br>Utility Director<br>St. Johns County<br>1205 SR 16<br>St. Augustine, Florida 32084<br>(904) 209-2700<br>cgroff@sjcfl.us                 |
| Kayle Moore<br>Engineer<br>City of Jacksonville Beach<br>1460A Shetter Avenue<br>Jacksonville Beach, Florida 32250<br>(904) 247-6219<br>kmoore@jaxbchfl.net                  |                                                                                                                                                        |

**8. Modification.** This Agreement may be modified only upon mutual, written agreement signed by all of the OWNERS.

**9. Additional Parties as OWNERS.** OWNERS may be added to the Agreement in the future. Decisions to add additional OWNERS will require at least a majority vote of the OWNERS. If an OWNER is added, JEA shall re-allocate the reimbursement percentages set forth in paragraph 6 above, and each OWNER shall thereafter be responsible for the revised percentage of the fees. OWNERS may also agree to allow participation of other entities in this collaborative effort without becoming an OWNER and at no cost, but only after unanimous agreement by OWNERS.

**10. Separation.** Any OWNER may withdraw from this Agreement before termination by giving not less than 30 days' written notice to all OWNERS. In the event of withdrawal, the withdrawing OWNER shall be responsible for its share of all services up to the date of termination plus its remaining share of active phase(s) of work being performed under the Scopes. Payment in full for the remaining balance shall be due within thirty (30) days of separation. The withdrawing OWNER will not be responsible for costs associated with any phases of the Scopes not yet started and future costs for phases not yet started will be redistributed among the remaining OWNERS within the limitations of the Annual Cost and Total Cost Amount OWNER allocation described above.

**11. Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original document for all purposes.

**12. Termination.** This Agreement shall terminate on September 30, 2026 or upon the completion of the Scopes, whichever shall first occur, unless terminated earlier by the procedures set forth herein. In the event of termination before completion of the Scopes, the OWNERS shall be responsible for their respective shares of services performed to the date of termination, and no compensation previously paid for services performed in accordance with this Agreement shall be refundable by JEA.

**AGREED TO** on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature Pages Follow

**DATE:**

**CITY OF ATLANTIC BEACH**

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Joe Gerrity  
Interim City Manager  
City of Atlantic Beach  
800 Seminole Rd.  
Atlantic Beach, Florida 32233

**DATE:**

**CLAY COUNTY UTILITY AUTHORITY**

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Jeremy Johnston  
Executive Director  
Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

**DATE:**

**CITY OF GAINESVILLE**

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Anthony Cunningham  
Water/Wastewater Officer  
Gainesville Regional Utilities  
301 SE 4th Avenue  
Gainesville, Florida 32601



**DATE:**

**CITY OF JACKSONVILLE BEACH**

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Mike Staffopoulos  
City Manager  
City of Jacksonville Beach  
11 North Third Street  
Jacksonville Beach, Florida 32250

**DATE:**

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**JEA**

---

JEA

21 W. Church Street, JEA Tower 16<sup>th</sup> Floor  
Jacksonville, Florida 32202

**DATE:**

**CITY OF NEPTUNE BEACH**

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

**DATE:**

**TOWN OF ORANGE PARK**

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Sarah Campbell  
Town Manager  
Town of Orange Park  
2042 Park Avenue  
Orange Park, Florida 32073

**DATE:**

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**ST. JOHNS COUNTY**

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Hunter Conrad  
County Administrator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

# Exhibit A: General Scope of Support Services

## Proposed Workplan

The following tasks are expected to be completed by engineering consultants over the next 3 years on behalf of NFUCG. This workplan is a general guide to the activities that are likely to occur over the next several years and does not represent a detailed scope of work. Detailed scopes will be developed as the water supply planning process evolves and new information necessitates engaging the technical services of engineering consultants.

### **Task 1. Participate in Lower Santa Fe and Ichetucknee River MFLs and Prevention/Recovery**

SRWMD is in the process of re-evaluating MFLs and developing recovery and prevention strategies for the Lower Santa Fe and Ichetucknee Rivers (LSFIR). The following are the primary tasks requiring technical services related to NFUCG participation in these processes.

#### **Task 1.1 Review MFLs**

Revised MFLs for the LSFIR have been published. Over several years, NFUCG has been actively involved with the proposed LSFIR MFLs. The effort includes performing groundwater and surface water modeling, compiling data, meeting with the District, and conducting field assessments as required.

#### **Task 1.2 Evaluate Regulatory, Water Supply, and Water Resources Development Strategies**

The purpose of this task is to evaluate proposed strategies to analyze their impact on the LSFIR NFUCG. The effort includes compiling data for performing groundwater and surface water modeling, proposing recommended strategies and presenting results as necessary to NFUCG and the working group. The effort also includes evaluation of proposed regulatory strategies and their effect on the NFUCG.



## **Task 2. Review Other MFLs Proposed by SRWMD**

SRWMD has initiated MFL development for major waterbodies and springs in the Suwannee River Basin. As such, these MFLs could have a significant potential impact on the NFUCG. The purpose of this task is to have technical resources review interim and final work products and to participate in public information meetings

## **Task 3. Provide Technical Resources to the Development of Future Groundwater and MFL Modeling Tools**

The following primary tasks require technical services for NFUCG to understand and participate in the development and application of groundwater modeling tools being created by SJRWMD and SRWMD.

### **Task 3.1 Review Northeast Florida Southeast Georgia (NFSEG) Regional Groundwater Model**

The St. Johns River Water Management District (SJRWMD), Suwannee River Water Management District (SRWMD), and Southwest Florida Water Management District (SWFWMD) have developed a regional groundwater flow model, the NFSEG v1.1 Model. The purpose of this task is to continue providing technical services for NFUCG to understand and participate in developing the next version of the NFSEG regional groundwater flow model. This effort includes documenting findings, presenting findings to NFUCG, and meeting with SJRWMD to incorporate comments. It also includes participating in the peer review of the NFSEG model which is underway.

## **Task 4. Participate in Development of North Florida Regional Water Supply Plan (NFRWSP)**

SJRWMD and SRWMD previously initiated the development of the NFRWSP, a joint regional water supply plan that identified sustainable water supply for reasonable water uses in North Florida through 2035 while protecting the water resources and environment of the region. The NFRWSP was approved in 2016 and is anticipated to be updated by the end of 2023. The purpose of this task is to provide technical resources to the NFUCG to evaluate the NFRWSP as it is updated in 2023.

## **Task 5. Document and Communicate Major Finding to NFUCG**

Information must be documented and communicated throughout this process. The consultant will prepare meeting minutes and develop supporting materials to record major findings and

decision points related to the previous tasks. These findings will be distributed to NFUCG and presented at status meetings.

## Strategic & Legal Support Services to NFUCG

### **Proposed Workplan**

In addition to technical assistances, the NFUCG recognizes the need for strategic and legal expertise. The workplan for these activities are not easily defined at this time, but will generally consist of legal interpretation and representation regarding the following:

1. Water Supply Planning
2. Minimum Flows and Levels
3. Rule-making
4. Legislative Rules and Requirements
5. Permitting and Implementation
6. General Guidance

| CITY COUNCIL AGENDA ITEM |                                                                                      |
|--------------------------|--------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                |
| FROM:                    | Dennis W. Barron, Jr., Director of Public Works                                      |
| DATE:                    | 05/08/2023                                                                           |
| SUBJECT:                 | Bid No. 2223-06 Construction of Phase IIIC-Project 4 & 5 Infrastructure Improvements |

### BACKGROUND

The Downtown Reconstruction Phase IIIC - Projects 4 & 5 Infrastructure Improvements encompasses a construction area from 3rd Street easterly to the beach, and from 4th Avenue South southerly to 11th Avenue South. This project includes improvements to sanitary sewer, water distribution, stormwater, roadways, alleys, street ends, permitting, concrete sidewalks and urban trails, curbing and other identified ancillary public improvements throughout the area. This project is a continuation of the Community Redevelopment Agency (CRA) Downtown District redevelopment project that has completed previous phases of this project.

The project engineering was awarded as part of a Request for Qualifications (RFQ) No. 08-1920 and awarded to GAI Consultants for design.

This project was competitively bid under Bid Number 2223-06 with bids received from two bidders. The bids range from \$24,869,166.68 to \$31,485,191.55. The lowest responsive bidder is Petticoat-Schmitt Civil Contractors, Inc., who had completed the previous phase of the redevelopment project. City Staff and the engineering consultant are recommending awarding the bid to Petticoat-Schmitt for the lowest bid amount to include a 10% contingency.

GAI Consultants has agreed to complete Contract Administration services and Construction Engineering Inspection services in the amount of \$1,190,882, plus a 10% contingency. This work was included as part of the original RFQ.

Additionally, as part of the bidding process, the City Council and CRA recommended an early completion incentive. City staff and the design engineering consultant offered \$6,500 per day for up to 150 days as an early completion bonus. This is based on the recommended construction timeframe of 900 days total. The total incentive is up to \$975,000 for early completion.

|                                     | Base Amount  | 10% Contingency | Total               |
|-------------------------------------|--------------|-----------------|---------------------|
| Petticoat-Schmidt                   | \$24,869,167 | \$2,486,917     | \$27,356,084        |
| GAI Consultants (CA & CEI Services) | \$1,190,882  | \$119,088       | \$1,309,970         |
| Early Completion                    | \$975,000    |                 | \$975,000           |
| <b>TOTAL</b>                        |              |                 | <b>\$29,641,054</b> |



To review Bid No. 2223-06 in its entirety, click [HERE](#).  
For Petticoat-Schmitt Civil Contractors, Inc.'s Bid Submittal click [HERE](#).

#### FINANCIAL IMPACT

The FY2023 Downtown Tax Increment Fund budget includes \$16,000,000 for this project. The Community Redevelopment Agency appropriated an additional \$13,641,054 via Resolution No. 2023-04 at their meeting on July 12, 2023 to fully fund this project. The budget will be adjusted at yearend.

#### REQUESTED ACTION

1. Award/Reject Bid No. 2223-06 to Petticoat-Schmitt Civil Contractors, Inc., for the construction of Phase IIIC-Project 4 & 5 Infrastructure Improvements for an amount not to exceed \$27,356,084
2. Award/Reject Contract Administration and Construction Engineering Inspection Services to GAI Consultants, Inc., for an amount not to exceed \$1,309,970
3. Approve/Disapprove a per day early completion incentive up to 150 days for an amount not to exceed \$975,000 in total

#### ATTACHMENTS

1. GAI Contract Administration & Construction Engineering Inspection Services Proposal
2. Bid No. 2223-06 Bid Tabulation
3. Bid No. 2223-06 Response Summary
4. Engineer's Recommendation to Award
5. Bid 2223-06 Intent to Award Notification



Jacksonville Office  
12574 Flagler Center Blvd  
Suite 202  
Jacksonville, Florida 32258

T 904.363.1110  
F 904.363.1115

June 28, 2023

Kayle Moore, PE  
Project Manager  
City of Jacksonville Beach  
1460-A Shetter Avenue  
Jacksonville Beach, FL 32250

**Subject: Phase 3C Projects 4 & 5 Infrastructure Improvements Post Design and CEI Services Proposal**

Dear Mr. Moore,

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Fee Proposal for Engineering Post Design, Project Website Update and Construction Coordination, and Construction Engineering Inspection (CEI) Services for the subject contract.

The project limits are from 4<sup>th</sup> Ave. S. to 10<sup>th</sup> Ave. S. and from SR A1A to the Beach Street Ends. The below scope and fee proposal is based off an estimated construction duration of 900 consecutive calendar days. The project has been advertised for construction with project award and notice to proceed expected in Fall 2023.

**Scope of Services:**

The post design services include:

1. Attendance of meetings to include pre-construction, construction progress and project close-out
2. Shop drawings review
3. Utility conflict resolution assistance
4. Construction field visits
5. Coordination with the City
6. Coordination with Beaches Energy services (BES) and Other Utility Agency Owners (UAO's)
7. Plan Revisions
8. Project Close Out and Certifications
9. As-Built Review
10. Project Coordination

The Project Website Update and Construction Coordination will be a continuation of the project website developed by GAI's Community Solutions Group during the project design development phase. This website is an ESRI Arc GIS Story Map which is linked by the City to their City Home Page to be accessed by the local residents. The project website will be modified during the construction mobilization phase to include a new home page for the construction phase of the project. The home page contents and overall aesthetics will be coordinated with the City to include a project summary, link to past project design story map website, construction schedule and phasing, contractor operations, water and sewer impacts to local residents, project lay down yard location, displaced residents parking location, etc. This website will be maintained and updated by GAI throughout the project duration to keep residents updated on the current construction schedule and current and future areas to be impacted by the contractor.

For a CEI Scope of Services see attached Exhibit A.

**Fee Proposal:**

The below fees will be billed on an hourly, reimbursable, and not to exceed basis.

**GAI Post Design (Reimbursable): \$185,496.00**

**GAI Expenses (Reimbursable): \$3,600.00**

**GAI Project Website Update and Coordination (Reimbursable): \$49,390.00**

**GAI Construction Engineering Inspection (CEI) Services (Reimbursable): \$952,396.00**

**Total Fee: \$1,190,882.00**

As discussed with the City any additional assistance on this or other construction projects due to staffing and / or personnel changes at the City can be completed by GAI using a Project Administrator / Senior Inspector on a time and materials basis at the hourly rate of \$144.00 / hr. This can be further discussed with the City and a not to exceed limiting amount budget can be established as necessary.

Please contact me at 904-652-5533 if you have any questions. We look forward to continuing our relationship with the City to help deliver another quality infrastructure project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Bolyard", is positioned above the printed name.

**Matthew Bolyard, PE**  
**Project Manager**



## **Exhibit A SCOPE OF SERVICES**

**CLIENT:** City of Jacksonville Beach

**PROJECT:** Phase 3C Projects 4 & 5 Infrastructure Improvements Project

**CONSULTANT:** GAI Consultants, Inc.  
12574 Flagler Center Blvd., Suite 202,  
Jacksonville, FL 32258

### **GENERAL**

GAI Consultants, Inc. (**GAI**) collectively known as GAI will be working with the City of Jacksonville Beach (**City**) to provide Construction Engineering and Inspection Services for this project.

GAI will provide onsite construction inspection, and incidental administrative services to verify the quality and quantity of work, but will not override the contractor's means, methods, techniques, sequences, or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the contractor(s). GAI's efforts will also be directed toward assisting in the interpretation of the prepared drawings and specifications, shop drawing review, assistance in the resolution of field problems or questions, and determining whether the completed project will conform to the contract documents.

### **INSPECTION AND ADMINISTRATIVE REQUIREMENTS**

- Exercise independent and professional judgement in performing obligations and responsibilities under the Agreement.
- Attend preconstruction meeting and review minutes.
- Acknowledge project architect's submittal approvals, and comment on any concerns.
- Acknowledge project architect's RFI responses, and comment on any concerns.
- Review and comment on architect's review of change order proposals.
- Conduct, at a minimum, biweekly site visits to perform inspections of work, including quality of work, and compliance with permitted drawings and all permit requirements.
- Conduct additional site visits as needed to observe/report on special installations.
- Provide written report of each site visit, via email attachment, to the City's Project Manager, no later than the morning following the site visit.
- Provide a form, to be approved by the City's Project Manager, to be used for site visit reports. Form shall include date, time of visit, weather conditions, contractor and sub personnel on site, work in progress, materials on site, equipment on site, progress since last visit, date of last visit, concerns/recommendations.

- Attach photos of key observations with site visit reports. Minimum of 4 photos, if little work has been accomplished since last visit; and up to 12 photos if substantial activity has occurred. Photos shall be of appropriate resolution to provide ease of transmitting by email, and clear depiction of detail.
- When a deficiency is noted on the report, CEI consultant shall reference specific code section, specification, and/or drawing detail corresponding to the deficiency.
- Attend monthly construction progress meetings conducted by the architect.
- Review and confirm that contractor pay requests align with work accomplished.
- Monitor contractor's in progress as-built (redline) drawings updates throughout construction.
- Monitor contractor's compliance with approved schedule and make recommendations to City's Project Manager as appropriate.
- Review any claims and disputes and recommend action.
- Attend Substantial Completion walk through, and review/comment on Architect's punch list.
- Attend Final Completion walk through and confirm acceptance of punch list items completion.
- Provide Letter of Compliance at project closeout.

**NPDES Inspections** – For the duration of the project, immediately following each rainfall event of ½" or greater, GAI's field inspector will visit the site, inspect all erosion/sedimentation control measures, direct the contractor to repair or replace damaged erosion/sedimentation controls and verify that the required work is done in accordance with the NPDES/permit requirements.

**Authority** – The City gives GAI the authority to require the contractor to correct all work not in compliance with the approved plans and/or contractual agreements. If the contractor refuses or fails to take the required corrective action, GAI shall immediately notify the City. Material deviations from the contract will need to be authorized by the City.

**Testing** – GAI's qualified field representatives will provide administrative reviews for verification of concrete plastic and compressive strength, compaction and density testing and verifying that all required Contractor's Quality Control testing is performed in accordance with the project's requirements/specifications for locations and frequency.

The construction contractor is expected to provide his own quality assurance testing and will be independent of the services provided herein.

All inspection and testing requirements shall apply at all times while construction operations are being performed including weekends and holidays.

GAI will not be required to perform laboratory materials testing unless agreed to and contract amended by the City to cover this service.

**Inspector Logs** – GAI and its subconsultants' onsite inspector shall maintain an inspection log throughout the duration of construction. This log shall include but not be limited to the following:

- Location and description of construction operations taking place at time of site visit.
- Specific information regarding inspection/acceptance of project materials
- Information on construction problems and directions given to the contractor to resolve the problems.
- Summaries of contractor's personnel and equipment

On days where there is no construction or no construction requiring inspection, the daily log should note either that there was no activity or list the operations that were taking place (per the contractor) and state "No inspection required." A copy of all documents will be provided to the City.

**Shop drawings** – Upon receipt of any shop drawings from the contractor, GAI shall review and coordinate with the Engineer of Record/City in the shop drawing review process. GAI will coordinate the review and strive to return shop drawings within the allowable timeframe or less to the contractor. Final approved shop drawings shall be submitted to the EOR to be RFC'ed after all comments are resolved.

**As-builts** – GAI shall review as-builts drawings. Drawings that do not meet the requirements outlined in the Contract Documents will be returned to the Contractor for correction. Final as-built drawings shall be submitted to the City for concurrence and acceptance.

**Contractor Pay Requests and Change Orders** – GAI's Field Senior Inspector and Senior Project Engineer will assist the City's Project Manager as-needed with evaluating the contractor's pay request. GAI will assist the City's Project Manager as necessary in processing of the pay request and processing of any Contractor change order requests on the project.

**Substantial Completion** – The City shall be notified in advance of the substantial completion inspection to allow time to plan to participate. GAI will also keep the City's personnel updated of the project's milestones and supply any requested documents for review.

Following the Substantial Completion inspection, a copy of the punch list of items to be completed along with a list of the persons attending the inspection shall be e-mailed to each of the above agencies.

**Final Documentation** – Prior to the City's acceptance of the project, GAI will turn over the following documents:

- Original Inspector's Logs
- Any test reports for the project (including those tests that failed and were retested)
- All approved shop drawings
- Certification stating that the materials and construction that were inspected by the GAI's qualified individual, that all inspection services were provided as outlined in the scope of services, that construction has been completed in substantial conformance with the approved plans, and that the as-built drawings have been reviewed and meet the contract requirements. This certification is to be signed and sealed by GAI's Senior Project Engineer based upon the scope of the services.

### **Schedule**

GAI will provide, as needed, the above-described services during construction, and closeout of the project. The Construction schedule duration is currently estimated to be *900 days for project completion, with time starting upon issuance of the Notice to Proceed to Substantial Completion. An additional 30 days for Final Completion will be granted following substantial completion.*

Should the construction time exceed the *estimated duration* and additional compensation is required above the proposed fee in order to continue provision of services, GAI will receive written authorization for compensation from the City prior to providing any additional services.

### **Method of Compensation**

Payment will be made in accordance with the negotiated contract rates. No changes will be made to the original contract and terms of payment unless mutually agreed to by the City and GAI.

### **Exclusions from Scope of Service**

The Contractor shall be responsible for his Quality Control Inspection efforts required by the construction contract. GAI Consultants will not be responsible for offsite testing and inspection at fabrication facilities for steel products, casting yards for precast and prestressed concrete structures and all other similar locations which require inspection and testing. GAI Consultants, Inc. is not responsible for the installation or maintenance of traffic control/MOT devices (signs, barrels, cones, pavement markings, etc.) on the project; this remains the responsibility of the contractor.

**Method of Compensation**

Included, is the estimated fee for completion of these CEI services as shown below:

| <b>Position</b>         | <b>Staff Hours</b> | <b>Contract<br/>Billing Rate</b> | <b>Budget</b>        |
|-------------------------|--------------------|----------------------------------|----------------------|
| Senior Project Engineer | 620                | \$ 232.00                        | \$ 143,840.00        |
| Project Administrator   | 4,700              | \$ 144.00                        | \$ 676,800.00        |
| Roadway Inspector       | 460                | \$ 92.00                         | \$ 42,320.00         |
| Clerical/Admin          | 1,028              | \$ 87.00                         | \$ 89,436.00         |
| <b>TOTAL</b>            |                    |                                  | <b>\$ 952,396.00</b> |

**Additional Services**

Additional services may be added to this contract during the course of work based on negotiated fees. The City and GAI shall jointly determine these respective fees. No work shall be undertaken on any additional service tasks without the written authorization of the City.





**BID Tabulaiton**  
**CITY OF JACKSONVILLE BEACH**  
**Department of Public Works**  
**PHASE IIIC PROJECTS 4 AND 5 INFRASTRUCTURE IMPROVEMENTS**  
**Table From - ADDENDUM #3 6/2/2023**

| ITEM NO.                           |    | M&P NO.                                                                         | DESCRIPTION OF WORK | QTY | UNIT           | Petticoat-Schmitt Civil Contractors, Inc. | United Brothers Development Corp. |
|------------------------------------|----|---------------------------------------------------------------------------------|---------------------|-----|----------------|-------------------------------------------|-----------------------------------|
|                                    |    |                                                                                 |                     |     |                | UNIT PRICE                                | CONTRACT PRICE                    |
|                                    |    |                                                                                 |                     |     |                | UNIT PRICE                                | CONTRACT PRICE                    |
| ROADWAY ITEMS                      |    |                                                                                 |                     |     |                |                                           |                                   |
| 1                                  | 1  | DEMOLITION (CLEARING & GRUBBING)                                                | 1                   | LS  | \$2,502,000.00 | \$2,502,000.00                            | \$116,950.00                      |
| 2                                  | 2  | MAINTENANCE OF TRAFFIC                                                          | 1                   | LS  | \$670,000.00   | \$670,000.00                              | \$141,321.00                      |
| 3                                  | 3  | EROSION CONTROL                                                                 | 1                   | LS  | \$299,200.00   | \$299,200.00                              | \$102,494.00                      |
| 4                                  | 4  | CRUSHCRETE BASE (6" THICK)                                                      | 29991               | SY  | \$40.00        | \$1,199,640.00                            | \$39.95                           |
| 5                                  | 4  | CRUSHCRETE BASE (4" THICK)                                                      | 820                 | SY  | \$34.00        | \$27,880.00                               | \$26.50                           |
| 6                                  | 5  | STABILIZED SUBGRADE (12" THICK)                                                 | 56358               | SY  | \$11.20        | \$631,209.60                              | \$14.00                           |
| 7                                  | 6  | REMOVE UNSUITABLE MATERIAL AND DISPOSE                                          | 328                 | CY  | \$33.00        | \$10,824.00                               | \$18.00                           |
| 8                                  | 6  | EMBANKMENT (A3 FILL)                                                            | 328                 | CY  | \$45.00        | \$14,760.00                               | \$20.00                           |
| 9                                  | 7  | MILLING EXIST. ASPHALT PAVEMENT (1.5" AVG. DEPTH) (1ST & 2ND ST. S.)            | 4089                | SY  | \$11.00        | \$44,979.00                               | \$13.00                           |
| 10                                 | 8  | OPTIONAL BASE GROUP 15 (TYPE B-12.5 ONLY) (9") (SR A1A)                         | 1258                | SY  | \$100.00       | \$125,800.00                              | \$97.75                           |
| 11                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (W/PG 76-22)(SP-9.5) (2") (SR A1A)   | 1258                | SY  | \$28.00        | \$35,224.00                               | \$35.00                           |
| 12                                 | 9  | FC-12.5 FRICTION COURSE (TRAFFIC LEVEL C) (W/PG 76-22) (1.5") (SR A1A)          | 1258                | SY  | \$23.00        | \$28,934.00                               | \$27.10                           |
| 13                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (SP-9.5) (2") (1ST, 2ND & AVENUES)   | 30811               | SY  | \$24.00        | \$739,464.00                              | \$35.20                           |
| 14                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (SP-9.5) (1.5") (1ST, 2ND & AVENUES) | 4089                | SY  | \$18.00        | \$73,602.00                               | \$30.00                           |
| 15                                 | 10 | EXCAVATABLE FLOWABLE FILL                                                       | 188                 | CY  | \$400.00       | \$75,200.00                               | \$365.00                          |
| 16                                 | 11 | TEMPORARY ASPHALT (1" THICK FOR TRENCH REPAIRS)                                 | 1422                | SY  | \$58.00        | \$82,476.00                               | \$141.00                          |
| 17                                 | 12 | CONCRETE CITY CURB & GUTTER WITH FIBERMESH                                      | 7569                | LF  | \$50.00        | \$378,450.00                              | \$66.50                           |
| 18                                 | 12 | CONCRETE SPILLOUT CURB & GUTTER WITH FIBERMESH                                  | 2392                | LF  | \$45.00        | \$107,640.00                              | \$66.50                           |
| 19                                 | 12 | CONCRETE VALLEY GUTTER WITH FIBERMESH                                           | 5401                | LF  | \$60.00        | \$324,060.00                              | \$88.00                           |
| 20                                 | 12 | CONCRETE CURB WITH FIBERMESH (LANDSCAPE)                                        | 697                 | LF  | \$46.00        | \$32,062.00                               | \$66.50                           |
| 21                                 | 12 | CONCRETE HEADER CURB WITH FIBERMESH                                             | 3672                | LF  | \$50.00        | \$183,600.00                              | \$66.50                           |
| 22                                 | 12 | CONCRETE CURB & GUTTER, TYPE F (SR A1A)                                         | 1842                | LF  | \$47.00        | \$86,574.00                               | \$77.75                           |
| 23                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (8" THICK) (ALLEYWAYS)                         | 5344                | SY  | \$120.00       | \$641,280.00                              | \$160.00                          |
| 24                                 | 13 | CONCRETE SIDEWALK (4" THICK) (SIDEWALK) (SR A1A)                                | 1131                | SY  | \$125.00       | \$141,375.00                              | \$89.80                           |
| 25                                 | 13 | CONCRETE SIDEWALK WITH FIBERMESH (6" THICK) (SIDEWALK)                          | 6620                | SY  | \$130.00       | \$860,600.00                              | \$130.00                          |
| 26                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (6" THICK) (DRIVEWAYS)                         | 9231                | SY  | \$100.00       | \$923,100.00                              | \$132.00                          |
| 27                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (6" THICK) (PARKING)                           | 3281                | SY  | \$95.00        | \$311,695.00                              | \$136.00                          |
| 28                                 | 13 | DETECTABLE WARNING MAT                                                          | 2210                | SF  | \$39.00        | \$86,190.00                               | \$35.00                           |
| 29                                 | 14 | REMOVE EXIST. PAVERS, REGRADE AND REINSTALL (DRIVEWAYS)                         | 510                 | SY  | \$163.00       | \$83,130.00                               | \$20.00                           |
| 30                                 | 15 | CONCRETE SIDEWALK PAVERS (2-3/8") (FURNISH AND INSTALL)                         | 593                 | SY  | \$173.00       | \$102,589.00                              | \$75.00                           |
| 31                                 | 15 | CONCRETE ROADWAY PAVERS (3-1/8") (FURNISH AND INSTALL)                          | 629                 | SY  | \$225.00       | \$141,525.00                              | \$95.00                           |
| 32                                 | 16 | 4" CONCRETE CAP (EXIST. UTILITIES)                                              | 222                 | CY  | \$950.00       | \$210,900.00                              | \$85.00                           |
| 33                                 | 17 | CONCRETE CURB STOP (FURNISH AND INSTALL)                                        | 77                  | EA  | \$145.00       | \$11,165.00                               | \$125.00                          |
| 34                                 | 18 | DUMPSTER ENCLOSURE                                                              | 6                   | LS  | \$28,500.00    | \$171,000.00                              | \$33,500.00                       |
| 35                                 | 19 | WOODEN FENCE (FURNISH AND INSTALL)                                              | 50                  | LF  | \$58.00        | \$2,900.00                                | \$52.50                           |
| 36                                 | 20 | WOODEN FENCE (6' GATE)                                                          | 1                   | AS  | \$1,900.00     | \$1,900.00                                | \$4,500.00                        |
| 37                                 | 21 | TREE GRATE (60" SQUARE) (IRONSMITH) (OCEANFRONT PARK)                           | 4                   | EA  | \$10,000.00    | \$40,000.00                               | \$18,000.00                       |
| 38                                 | 22 | CONCRETE GRAVITY WALL                                                           | 48                  | LF  | \$800.00       | \$38,400.00                               | \$600.00                          |
| 39                                 | 23 | PEDESTRIAN RAILING (ALUMINUM) (FURNISH AND INSTALL)                             | 86                  | LF  | \$225.00       | \$19,350.00                               | \$300.00                          |
| ROADWAY ITEMS 1 THRU 39 SUBTOTAL   |    |                                                                                 |                     |     |                | \$11,460,677.60                           | \$9,721,059.25                    |
| DRAINAGE ITEMS                     |    |                                                                                 |                     |     |                |                                           |                                   |
| 40                                 | 24 | INLET (F&I) (DBI, TYPE F)                                                       | 10                  | EA  | \$5,970.00     | \$59,700.00                               | \$17,985.00                       |
| 41                                 | 24 | INLET (F&I) (DBI, TYPE F, J-BOTTOM)                                             | 1                   | EA  | \$16,000.00    | \$16,000.00                               | \$22,430.00                       |
| 42                                 | 24 | INLETS (F&I) (GUTTER, TYPE V)                                                   | 34                  | EA  | \$7,670.00     | \$260,780.00                              | \$20,523.00                       |
| 43                                 | 24 | INLETS (F&I) (CURB, CITY)                                                       | 37                  | EA  | \$9,200.00     | \$340,400.00                              | \$18,955.00                       |
| 44                                 | 24 | INLETS (F&I) (CURB, TYPE P-6, <10')                                             | 1                   | EA  | \$12,300.00    | \$12,300.00                               | \$24,895.00                       |
| 45                                 | 24 | MANHOLE (F&I) P-7 <10'                                                          | 29                  | EA  | \$8,700.00     | \$252,300.00                              | \$10,750.00                       |
| 46                                 | 24 | MANHOLE (F&I) J-7 >10'                                                          | 18                  | EA  | \$14,250.00    | \$256,500.00                              | \$19,885.00                       |
| 47                                 | 24 | MANHOLE (F&I) J-7 >10' (CONFLICT STRUCTURE)                                     | 1                   | EA  | \$17,800.00    | \$17,800.00                               | \$24,750.00                       |
| 48                                 | 25 | PIPE CULVERT (ROUND 6" PVC) (F&I)                                               | 247                 | LF  | \$162.00       | \$40,014.00                               | \$159.00                          |
| 49                                 | 25 | PIPE CULVERT (ROUND 15" PVC) (F&I)                                              | 1285                | LF  | \$195.00       | \$250,575.00                              | \$254.00                          |
| 50                                 | 25 | PIPE CULVERT (ROUND 18" PVC) (F&I)                                              | 3192                | LF  | \$200.00       | \$638,400.00                              | \$364.00                          |
| 51                                 | 25 | PIPE CULVERT (ROUND 24" PVC) (F&I)                                              | 1685                | LF  | \$300.00       | \$505,500.00                              | \$447.00                          |
| 52                                 | 25 | PIPE CULVERT (ROUND 42" RCP) (F&I)                                              | 688                 | LF  | \$400.00       | \$275,200.00                              | \$590.00                          |
| 53                                 | 25 | PIPE CULVERT (ROUND 48" RCP) (F&I)                                              | 398                 | LF  | \$450.00       | \$179,100.00                              | \$776.00                          |
| 54                                 | 25 | PIPE CULVERT (34"x53" ELLIP. RCP) (F&I)                                         | 605                 | LF  | \$541.00       | \$327,305.00                              | \$830.00                          |
| 55                                 | 25 | PIPE CULVERT (38"x60" ELLIP. RCP) (F&I)                                         | 41                  | LF  | \$722.00       | \$29,602.00                               | \$1,120.00                        |
| 56                                 | 25 | PIPE CULVERT (43"x68" ELLIP. RCP) (F&I)                                         | 414                 | LF  | \$830.00       | \$343,620.00                              | \$1,424.00                        |
| DRAINAGE ITEMS 40 THRU 56 SUBTOTAL |    |                                                                                 |                     |     |                | \$3,805,096.00                            | \$6,453,842.00                    |
| WATER ITEMS                        |    |                                                                                 |                     |     |                |                                           |                                   |
| 57                                 | 26 | 1/2" SAMPLE TAP                                                                 | 18                  | EA  | \$900.00       | \$16,200.00                               | \$1,200.00                        |
| 58                                 | 26 | SERVICE CONNECTION (1") (SHORT)                                                 | 80                  | EA  | \$1,300.00     | \$104,000.00                              | \$2,158.00                        |
| 59                                 | 26 | SERVICE CONNECTION (1") (LONG)                                                  | 44                  | EA  | \$1,350.00     | \$59,400.00                               | \$2,650.00                        |
| 60                                 | 26 | SERVICE CONNECTION (2") (DOUBLE) (SHORT)                                        | 14                  | EA  | \$2,300.00     | \$32,200.00                               | \$4,921.00                        |
| 61                                 | 26 | SERVICE CONNECTION (2") (DOUBLE) (LONG)                                         | 11                  | EA  | \$2,400.00     | \$26,400.00                               | \$5,680.00                        |
| 62                                 | 26 | 1" SERVICE CONNECTION OFF 2" GANG SERVICE                                       | 68                  | EA  | \$575.00       | \$39,100.00                               | \$2,385.00                        |
| 63                                 | 26 | 1" SERVICE CONNECTION OFF 2" DOUBLE SERVICE                                     | 72                  | EA  | \$725.00       | \$52,200.00                               | \$2,158.00                        |
| 64                                 | 26 | 1" SERVICE CONNECTION OFF 4" GANG SERVICE                                       | 46                  | EA  | \$900.00       | \$41,400.00                               | \$2,350.00                        |
| 65                                 | 26 | 4" GANG SERVICE CONNECTION (SHORT)                                              | 3                   | EA  | \$7,400.00     | \$22,200.00                               | \$8,150.00                        |
| 66                                 | 26 | 4" GANG SERVICE CONNECTION (LONG)                                               | 4                   | EA  | \$8,800.00     | \$35,200.00                               | \$9,311.00                        |
| 67                                 | 26 | 2" GANG SERVICE CONNECTION (SHORT)                                              | 7                   | EA  | \$2,500.00     | \$17,500.00                               | \$8,468.00                        |
| 68                                 | 26 | 2" GANG SERVICE CONNECTION (LONG)                                               | 8                   | EA  | \$2,200.00     | \$17,600.00                               | \$8,895.00                        |
| 69                                 | 27 | 6" FIRE HYDRANT ASSEMBLY REMOVE                                                 | 20                  | EA  | \$1,442.00     | \$28,840.00                               | \$2,375.00                        |
| 70                                 | 28 | 6" FIRE HYDRANT ASSEMBLY (F&I)                                                  | 22                  | EA  | \$12,720.00    | \$279,840.00                              | \$9,115.00                        |
| 71                                 | 29 | 6" FIRE HYDRANT COMPACT ASSEMBLY WITH 90 DEGREE BEND (F&I)                      | 4                   | EA  | \$13,030.00    | \$52,120.00                               | \$9,300.00                        |
| 72                                 | 30 | WM REMOVAL (2")                                                                 | 730                 | LF  | \$45.00        | \$32,850.00                               | \$45.00                           |
| 73                                 | 30 | WM REMOVAL (3")                                                                 | 130                 | LF  | \$45.00        | \$5,850.00                                | \$48.00                           |
| 74                                 | 30 | WM REMOVAL (4")                                                                 | 240                 | LF  | \$45.00        | \$10,800.00                               | \$50.00                           |
| 75                                 | 30 | WM REMOVAL (6")                                                                 | 2860                | LF  | \$45.00        | \$128,700.00                              | \$54.00                           |
| 76                                 | 30 | WM REMOVAL (8")                                                                 | 3095                | LF  | \$45.00        | \$139,275.00                              | \$56.00                           |
| 77                                 | 30 | WM REMOVAL (12")                                                                | 990                 | LF  | \$45.00        | \$44,550.00                               | \$60.00                           |
| 78                                 | 31 | GROUT FILL WM (2")                                                              | 796                 | LF  | \$29.00        | \$23,084.00                               | \$18.00                           |
| 79                                 | 31 | GROUT FILL WM (6")                                                              | 2643                | LF  | \$30.00        | \$79,290.00                               | \$22.00                           |
| 80                                 | 31 | GROUT FILL WM (8")                                                              | 940                 | LF  | \$31.00        | \$29,140.00                               | \$27.00                           |
| 81                                 | 32 | PVC DR 18 WM (4") (F&I)                                                         | 370                 | LF  | \$75.00        | \$27,750.00                               | \$250.00                          |
| 82                                 | 32 | PVC DR 18 WM (6") (F&I)                                                         | 3690                | LF  | \$108.00       | \$398,520.00                              | \$264.00                          |
| 83                                 | 32 | PVC DR 18 WM (8") (F&I)                                                         | 3360                | LF  | \$110.00       | \$369,600.00                              | \$301.00                          |
| 84                                 | 32 | PVC DR 18 WM (12") (F&I)                                                        | 3980                | LF  | \$180.00       | \$716,400.00                              | \$385.00                          |
| 85                                 | 32 | PVC SDR 21 WM (3") (F&I)                                                        | 54                  | LF  | \$75.00        | \$4,050.00                                | \$244.00                          |
| 86                                 | 33 | FPVC DR 18 WM (8") (HORIZONTAL DIRECTIONAL DRILL UNDER SR A1A) (F&I)            | 1236                | LF  | \$170.00       | \$210,120.00                              | \$205.00                          |
| 87                                 | 33 | FPVC DR 18 WM (12") (HORIZONTAL DIRECTIONAL DRILL UNDER SR A1A) (F&I)           | 258                 | LF  | \$220.00       | \$56,760.00                               | \$301.00                          |
| 88                                 | 61 | 2" COMBINATION AIR RELIEF VACUUM VALVE (F&I) (WM UNDER SR A1A)                  | 12                  | EA  | \$3,900.00     | \$46,800.00                               | \$24,000.00                       |
| 89                                 | 34 | 3" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  | \$230.00       | \$460.00                                  | \$850.00                          |
| 90                                 | 34 | 4" D.I. MJ CAP RESTRAINED (F&I)                                                 | 28                  | EA  | \$190.00       | \$5,320.00                                | \$1,115.00                        |
| 91                                 | 34 | 6" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  | \$280.00       | \$560.00                                  | \$1,240.00                        |
| 92                                 | 34 | 8" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  | \$350.00       | \$700.00                                  | \$1,586.00                        |
| 93                                 | 34 | 8" D.I. MJ 11.25 DEGREE BEND RESTRAINED (F&I)                                   | 14                  | EA  | \$530.00       | \$7,420.00                                | \$1,831.00                        |
| 94                                 | 34 | 12" D.I. MJ 11.25 DEGREE BEND RESTRAINED (F&I)                                  | 8                   | EA  | \$650.00       | \$5,200.00                                | \$2,450.00                        |
| 95                                 | 34 | 8" D.I. MJ 22.50 DEGREE BEND RESTRAINED (F&I)                                   | 12                  | EA  | \$550.00       | \$6,600.00                                | \$1,831.00                        |
| 96                                 | 34 | 12" D.I. MJ 22.50 DEGREE BEND RESTRAINED (F&I)                                  | 8                   | EA  | \$950.00       | \$7,600.00                                | \$2,450.00                        |
| 97                                 | 34 | 6" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                      | 90                  | EA  | \$400.00       | \$36,000.00                               | \$1,350.00                        |
| 98                                 | 34 | 8" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                      | 140                 | EA  | \$950.00       | \$133,000.00                              | \$1,595.00                        |
| 99                                 | 34 | 12" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                     | 182                 | EA  | \$1,550.00     | \$282,100.00                              | \$2,450.00                        |
| 100                                | 34 | 6" D.I. MJ 90 DEGREE BEND RESTRAINED (F&I)                                      | 44                  | EA  | \$430.00       | \$18,920.00                               | \$1,395.00                        |
| 101                                | 34 | 6" D.I. MJ x FLG 90 DEGREE BEND RESTRAINED (F&I)                                | 12                  | EA  | \$450.00       | \$5,400.00                                | \$1,692.00                        |

|                             |     |                                                                           |       |    |              |                                                   |                 |                 |
|-----------------------------|-----|---------------------------------------------------------------------------|-------|----|--------------|---------------------------------------------------|-----------------|-----------------|
| 102                         | 34  | 3" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 4     | EA | \$1,700.00   | \$6,800.00                                        | \$2,950.00      | \$11,800.00     |
| 103                         | 34  | 4" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 20    | EA | \$1,700.00   | \$34,000.00                                       | \$3,768.00      | \$75,360.00     |
| 104                         | 34  | 6" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 64    | EA | \$2,135.00   | \$136,640.00                                      | \$4,570.00      | \$292,480.00    |
| 105                         | 34  | 8" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 38    | EA | \$2,890.00   | \$109,820.00                                      | \$5,079.00      | \$193,002.00    |
| 106                         | 34  | 12" D.I. MJ GATE VALVE RESTRAINED (F&I)                                   | 38    | EA | \$5,040.00   | \$191,520.00                                      | \$8,410.00      | \$319,580.00    |
| 107                         | 34  | 12" x 8" TAPPING SLEEVE W/FLG X MJ GATE VALVE RESTRAINED (F&I)            | 11    | EA | \$11,700.00  | \$128,700.00                                      | \$19,630.00     | \$215,930.00    |
| 108                         | 34  | 6" D.I. MJ LINE STOP RESTRAINED (F&I)                                     | 6     | EA | \$11,500.00  | \$69,000.00                                       | \$16,000.00     | \$96,000.00     |
| 109                         | 34  | 8" D.I. MJ LINE STOP RESTRAINED (F&I)                                     | 10    | EA | \$16,100.00  | \$161,000.00                                      | \$18,500.00     | \$185,000.00    |
| 110                         | 34  | 12" D.I. MJ LINE STOP RESTRAINED (F&I)                                    | 10    | EA | \$16,700.00  | \$167,000.00                                      | \$21,000.00     | \$210,000.00    |
| 111                         | 34  | 6" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I)  | 4     | EA | \$15,100.00  | \$60,400.00                                       | \$19,465.00     | \$77,860.00     |
| 112                         | 34  | 8" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I)  | 6     | EA | \$16,800.00  | \$100,800.00                                      | \$21,778.00     | \$130,668.00    |
| 113                         | 34  | 12" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I) | 6     | EA | \$26,000.00  | \$156,000.00                                      | \$30,404.00     | \$182,424.00    |
| 114                         | 34  | 3" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 2     | EA | \$5,800.00   | \$11,600.00                                       | \$5,331.00      | \$10,662.00     |
| 115                         | 34  | 4" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 6     | EA | \$5,800.00   | \$34,800.00                                       | \$6,520.00      | \$39,120.00     |
| 116                         | 34  | 6" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 10    | EA | \$5,900.00   | \$59,000.00                                       | \$9,091.00      | \$90,910.00     |
| 117                         | 34  | 8" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 9     | EA | \$6,100.00   | \$54,900.00                                       | \$12,880.00     | \$115,920.00    |
| 118                         | 34  | 12" D.I. MJ SLEEVE RESTRAINED (F&I)                                       | 5     | EA | \$6,600.00   | \$33,000.00                                       | \$15,766.00     | \$78,830.00     |
| 119                         | 34  | 6" x 6" D.I. MJ TEE RESTRAINED (F&I)                                      | 8     | EA | \$660.00     | \$5,280.00                                        | \$2,100.00      | \$16,800.00     |
| 120                         | 34  | 8" x 4" D.I. MJ TEE RESTRAINED (F&I)                                      | 12    | EA | \$700.00     | \$8,400.00                                        | \$2,629.00      | \$31,548.00     |
| 121                         | 34  | 8" x 6" D.I. MJ TEE RESTRAINED (F&I)                                      | 28    | EA | \$750.00     | \$21,000.00                                       | \$2,701.00      | \$75,628.00     |
| 122                         | 34  | 8" x 8" D.I. MJ TEE RESTRAINED (F&I)                                      | 8     | EA | \$1,240.00   | \$9,920.00                                        | \$2,834.00      | \$22,672.00     |
| 123                         | 34  | 12" x 3" D.I. MJ TEE RESTRAINED (F&I)                                     | 4     | EA | \$1,275.00   | \$5,100.00                                        | \$3,431.00      | \$13,724.00     |
| 124                         | 34  | 12" x 4" D.I. MJ TEE RESTRAINED (F&I)                                     | 12    | EA | \$1,200.00   | \$14,400.00                                       | \$3,550.00      | \$42,600.00     |
| 125                         | 34  | 12" x 6" D.I. MJ TEE RESTRAINED (F&I)                                     | 18    | EA | \$1,170.00   | \$21,060.00                                       | \$3,550.00      | \$63,900.00     |
| 126                         | 34  | 12" x 8" D.I. MJ TEE RESTRAINED (F&I)                                     | 16    | EA | \$1,280.00   | \$20,480.00                                       | \$3,750.00      | \$60,000.00     |
| 127                         | 34  | 12" x 12" D.I. MJ TEE RESTRAINED (F&I)                                    | 8     | EA | \$1,600.00   | \$12,800.00                                       | \$4,250.00      | \$34,000.00     |
| 128                         | 34  | 8" x 6" D.I. MJ REDUCER RESTRAINED (F&I)                                  | 5     | EA | \$500.00     | \$2,500.00                                        | \$1,452.00      | \$7,260.00      |
| 129                         | 34  | 12" x 8" D.I. MJ REDUCER RESTRAINED (F&I)                                 | 4     | EA | \$775.00     | \$3,100.00                                        | \$2,182.00      | \$8,728.00      |
| 130                         | 35  | WATER METER BOX (F&I)                                                     | 306   | EA | \$430.28     | \$131,665.68                                      | \$1,400.00      | \$428,400.00    |
| 131                         | 36  | EXIST. WATER VALVES ADJUST                                                | 10    | EA | \$427.00     | \$4,270.00                                        | \$2,200.00      | \$22,000.00     |
| 132                         | 37  | SHOWER (F&I)                                                              | 2     | AS | \$16,600.00  | \$33,200.00                                       | \$13,770.00     | \$27,540.00     |
| SEWER ITEMS                 |     |                                                                           |       |    |              |                                                   |                 |                 |
|                             |     |                                                                           |       |    |              | WATER ITEMS 57 THRU 132 SUBTOTAL                  | \$5,465,174.68  | \$10,301,976.00 |
| 133                         | 38  | SANITARY SEWER MANHOLE REHABILITATION (TYPE A)                            | 11    | EA | \$21,700.00  | \$238,700.00                                      | \$11,929.00     | \$131,219.00    |
| 134                         | 38  | SANITARY SEWER MANHOLE REHABILITATION (TYPE C)                            | 2     | EA | \$12,500.00  | \$25,000.00                                       | \$11,500.00     | \$23,000.00     |
| 135                         | 39  | SANITARY SEWER MANHOLE FURNISH & INSTALL (TYPE A)                         | 6     | EA | \$16,860.00  | \$101,160.00                                      | \$28,759.00     | \$172,554.00    |
| 136                         | 39  | SANITARY SEWER MANHOLE FURNISH & INSTALL (TYPE C)                         | 10    | EA | \$10,390.00  | \$103,900.00                                      | \$26,000.00     | \$260,000.00    |
| 137                         | 39  | LINE EXIST. MANHOLE WITH SPECTRASHIELD                                    | 1     | EA | \$9,220.00   | \$9,220.00                                        | \$44,500.00     | \$44,500.00     |
| 138                         | 40  | SANITARY SEWER MANHOLE REMOVAL                                            | 14    | EA | \$1,739.00   | \$24,346.00                                       | \$3,682.00      | \$51,548.00     |
| 139                         | 40  | EXIST. SANITARY SEWER MANHOLE ADJUST                                      | 8     | EA | \$7,870.00   | \$62,960.00                                       | \$3,285.00      | \$26,280.00     |
| 140                         | 41  | REMOVE 4" SANITARY SEWER                                                  | 25    | LF | \$30.00      | \$750.00                                          | \$35.00         | \$875.00        |
| 141                         | 41  | REMOVE 6" SANITARY SEWER                                                  | 492   | LF | \$32.00      | \$15,744.00                                       | \$35.00         | \$17,220.00     |
| 142                         | 41  | REMOVE 8" SANITARY SEWER                                                  | 4386  | LF | \$35.00      | \$153,510.00                                      | \$43.00         | \$188,598.00    |
| 143                         | 41  | REMOVE 10" SANITARY SEWER                                                 | 355   | LF | \$37.00      | \$13,135.00                                       | \$45.00         | \$15,975.00     |
| 144                         | 41  | REMOVE 12" SANITARY SEWER                                                 | 67    | LF | \$39.00      | \$2,613.00                                        | \$50.00         | \$3,350.00      |
| 145                         | 41  | PVC SDR 26 (4") FURNISH AND INSTALL SAN. SEWER                            | 25    | LF | \$170.00     | \$4,250.00                                        | \$92.00         | \$2,300.00      |
| 146                         | 41  | PVC SDR 26 (6") FURNISH AND INSTALL SAN. SEWER                            | 492   | LF | \$175.00     | \$86,100.00                                       | \$99.00         | \$48,708.00     |
| 147                         | 41  | PVC SDR 26 (8") FURNISH AND INSTALL SAN. SEWER                            | 4386  | LF | \$130.00     | \$570,180.00                                      | \$250.00        | \$1,096,500.00  |
| 148                         | 41  | PVC SDR 26 (10") FURNISH AND INSTALL SAN. SEWER                           | 355   | LF | \$158.00     | \$56,090.00                                       | \$295.00        | \$104,725.00    |
| 149                         | 41  | PVC SDR 26 (12") FURNISH AND INSTALL SAN. SEWER                           | 67    | LF | \$185.00     | \$12,395.00                                       | \$345.00        | \$23,115.00     |
| 150                         | 42  | SANITARY SEWER SERVICE LATERAL CONNECTIONS (F&I)                          | 178   | EA | \$1,300.00   | \$231,400.00                                      | \$3,850.00      | \$685,300.00    |
| 151                         | 42  | SANITARY SEWER SERVICE LATERAL CONNECTIONS (REMOVE)                       | 178   | EA | \$325.00     | \$57,850.00                                       | \$1,320.00      | \$234,960.00    |
| 152                         | 43  | EXIST. SANITARY SEWER CLEANOUT OR GREASE TRAP (ADJUST)                    | 14    | EA | \$1,400.00   | \$19,600.00                                       | \$4,500.00      | \$63,000.00     |
| 153                         | 44  | CIPP SANITARY SEWER (8")                                                  | 217   | LF | \$838.00     | \$181,846.00                                      | \$385.00        | \$83,545.00     |
|                             |     |                                                                           |       |    |              | SEWER ITEMS 133 THRU 163 SUBTOTAL                 | \$1,970,749.00  | \$3,277,272.00  |
| SIGNING AND MARKING ITEMS   |     |                                                                           |       |    |              |                                                   |                 |                 |
| 154                         | 45  | RAISED PAVEMENT MARKER, TYPE B                                            | 58    | EA | \$11.00      | \$638.00                                          | \$8.50          | \$493.00        |
| 155                         | 46  | THERMOPLASTIC WHITE 6"                                                    | 8895  | LF | \$2.50       | \$22,237.50                                       | \$1.75          | \$15,566.25     |
| 156                         | 46  | THERMOPLASTIC WHITE 12"                                                   | 2787  | LF | \$6.50       | \$18,115.50                                       | \$3.51          | \$9,782.37      |
| 157                         | 46  | THERMOPLASTIC WHITE 24"                                                   | 1995  | LF | \$12.00      | \$23,940.00                                       | \$7.00          | \$13,965.00     |
| 158                         | 46  | THERMOPLASTIC YELLOW 6"                                                   | 2768  | LF | \$2.50       | \$6,920.00                                        | \$1.75          | \$4,844.00      |
| 159                         | 46  | THERMOPLASTIC DOUBLE YELLOW 6"                                            | 7322  | LF | \$5.20       | \$38,074.40                                       | \$3.50          | \$25,627.00     |
| 160                         | 46  | THERMOPLASTIC YELLOW 18"                                                  | 585   | LF | \$10.00      | \$5,850.00                                        | \$5.25          | \$3,071.25      |
| 161                         | 46  | THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"                                  | 312   | LF | \$8.00       | \$2,496.00                                        | \$4.20          | \$1,310.40      |
| 162                         | 47  | THERMOPLASTIC, STANDARD, WHITE, ARROW                                     | 13    | EA | \$240.00     | \$3,120.00                                        | \$350.00        | \$4,550.00      |
| 163                         | 47  | THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL                         | 21    | EA | \$1,100.00   | \$23,100.00                                       | \$350.00        | \$7,350.00      |
| 164                         | 48  | SINGLE POST SIGN, REMOVE                                                  | 42    | EA | \$100.00     | \$4,200.00                                        | \$200.00        | \$8,400.00      |
| 165                         | 49  | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF                           | 78    | EA | \$850.00     | \$66,300.00                                       | \$375.00        | \$29,250.00     |
|                             |     |                                                                           |       |    |              | SIGNING AND MARKING ITEMS 154 THRU 165 SUBTOTAL   | \$214,991.40    | \$124,209.27    |
| LIGHTING / ELECTRICAL ITEMS |     |                                                                           |       |    |              |                                                   |                 |                 |
| 166                         | 50  | LIGHTING CONDUCTORS (#2/0) (F&I)                                          | 4206  | LF | \$35.00      | \$147,210.00                                      | \$24.52         | \$103,131.12    |
| 167                         | 50  | LIGHTING CONDUCTORS (#1 AWG) (F&I)                                        | 2103  | LF | \$10.00      | \$21,030.00                                       | \$7.00          | \$14,721.00     |
| 168                         | 50  | LIGHTING CONDUCTORS (#12) (F&I)                                           | 960   | LF | \$9.50       | \$9,120.00                                        | \$6.50          | \$6,240.00      |
| 169                         | 50  | LIGHTING CONDUIT (2") (F&I)                                               | 2103  | LF | \$45.00      | \$94,635.00                                       | \$32.45         | \$68,242.35     |
| 170                         | 51  | LIGHTING SERVICE CONNECTIONS (TRANSFORMER)                                | 20    | EA | \$2,550.00   | \$51,000.00                                       | \$1,750.00      | \$35,000.00     |
| 171                         | 52  | ELECTRIC SERVICE CONNECTION BOXES (SCB'S) INSTALL                         | 78    | EA | \$2,700.00   | \$210,600.00                                      | \$1,895.00      | \$147,810.00    |
| 172                         | 53  | LIGHT POLE REMOVE                                                         | 15    | EA | \$1,900.00   | \$28,500.00                                       | \$1,295.00      | \$19,425.00     |
| 173                         | 54  | LIGHT POLE RELOCATE                                                       | 42    | EA | \$4,200.00   | \$176,400.00                                      | \$2,595.00      | \$108,990.00    |
| 174                         | 55  | LIGHT POLE FURNISH AND INSTALL                                            | 24    | EA | \$8,500.00   | \$204,000.00                                      | \$5,796.00      | \$139,104.00    |
| 175                         | 56  | ADJUST ELECTRIC VAULT TYPE B (LID PROVIDED BY BES)                        | 17    | EA | \$5,500.00   | \$93,500.00                                       | \$3,383.00      | \$57,511.00     |
| 176                         | 56  | ADJUST ELECTRIC VAULT TYPE DOUBLE TYPE B (LID PROVIDED BY BES)            | 1     | EA | \$9,700.00   | \$9,700.00                                        | \$5,885.00      | \$5,885.00      |
| 177                         | 56  | ADJUST ELECTRIC VAULT TYPE D (LID PROVIDED BY BES)                        | 4     | EA | \$5,900.00   | \$23,600.00                                       | \$3,785.00      | \$15,140.00     |
| 178                         | 56  | ADJUST ELECTRIC VAULT TYPE F (LID PROVIDED BY BES)                        | 10    | EA | \$7,100.00   | \$71,000.00                                       | \$4,375.00      | \$43,750.00     |
| 179                         | 56  | ADJUST ELECTRIC VAULT MANHOLE                                             | 4     | EA | \$29,000.00  | \$116,000.00                                      | \$18,172.00     | \$72,688.00     |
| 180                         | 57  | GAS VALVE COVER ADJUST                                                    | 6     | EA | \$5,290.00   | \$31,740.00                                       | \$1,929.00      | \$11,574.00     |
| 181                         | 58  | FIBER OPTIC MANHOLE / PULLBOX ADJUST                                      | 4     | EA | \$6,650.00   | \$26,600.00                                       | \$5,590.00      | \$22,360.00     |
| 182                         | 58  | TELECOMMUNICATIONS PULLBOX ADJUST                                         | 14    | EA | \$6,170.00   | \$86,380.00                                       | \$4,751.00      | \$66,514.00     |
|                             |     |                                                                           |       |    |              | LIGHTING / ELECTRICAL ITEMS 166 THRU 182 SUBTOTAL | \$1,401,015.00  | \$938,085.47    |
| LANDSCAPING ITEMS           |     |                                                                           |       |    |              |                                                   |                 |                 |
| 183                         | 59  | BERMUDA SOD                                                               | 13493 | SY | \$12.00      | \$161,916.00                                      | \$13.99         | \$188,767.07    |
| 184                         | 59  | ST AUGUSTINE SOD                                                          | 593   | SY | \$19.00      | \$11,267.00                                       | \$19.70         | \$11,682.10     |
| 185                         | 60  | SABAL PALM                                                                | 4     | EA | \$1,320.00   | \$5,280.00                                        | \$750.00        | \$3,000.00      |
|                             |     |                                                                           |       |    |              | LANDSCAPING ITEMS 183 THRU 185 TOTAL              | \$178,463.00    | \$203,449.17    |
|                             |     |                                                                           |       |    |              | SUBTOTAL - ITEMS 1 THRU 185                       | \$24,496,166.68 | \$31,019,893.16 |
| 186                         | N/A | PERFORMANCE AND PAYMENT BID BOND (MAX OF 1.5% OF ITEMS 1 THRU 185)        | 1     | LS | \$373,000.00 |                                                   | \$465,298.40    | \$465,298.40    |
|                             |     |                                                                           |       |    |              | GRAND TOTAL - ITEMS 1 THRU 186                    | \$24,869,166.68 | \$31,485,191.56 |

## CITY OF JACKSONVILLE BEACH BID TABULATION FORM

## Public Works

## Response Summary

## Bid No. 2223-06 PHASE IIIC PROJECTS 4 AND 5 INFRASTRUCTURE IMPROVEMENTS

| Vendor            | 00300 Bid<br>Proposal<br>Form | Section 00301 |   |   |   |   |   |   |   |   |   |   | Addendum |   |   | 00410<br>Bid<br>Bond | 00480 Non-<br>collusion<br>Affidavit | Local<br>Business Tax<br>Receipt | W-9 | Qualifications | Notes |
|-------------------|-------------------------------|---------------|---|---|---|---|---|---|---|---|---|---|----------|---|---|----------------------|--------------------------------------|----------------------------------|-----|----------------|-------|
|                   |                               | A             | B | C | D | E | F | 1 | 2 | 3 | 4 | 5 |          |   |   |                      |                                      |                                  |     |                |       |
| Petticoat-Schmitt | x                             | x             | x | x | x | x | x | x | x | x | x | x | x        | x | x | x                    | x                                    | b                                | x   | x              |       |
| United Brothers   | a                             | x             | x | x | x | x | x | x | x | x | x | x | x        | x | x | x                    | x                                    | b                                | x   | x              |       |

## Legend:

a - Not signed and GC# not provided

b - Not provided



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T 904.363.1110  
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June 30, 2023

Dennis Barron, MBA  
Public Works Director  
City of Jacksonville Beach  
1460-A Shetter Avenue  
Jacksonville Beach, FL 32250

**Subject: COJB Bid Number 2223-06 Phase 3C Projects 4 & 5 Infrastructure Improvements  
Recommendation to Award**

Dear Mr. Barron,

We are pleased to enclose the bid tabulation for the two (2) bids for the referenced project. The bids have been checked for mathematical errors, verified and evaluated for conformance with the criteria set forth in the bidding documents.

Petticoat-Schmitt Civil Contractors Inc. is the low bidder with a bid of \$24,869,166.68.

Based on the availability of Redevelopment Tax Increment Trust Funds, we recommend award of Phase 3C Projects 4 & 5 Infrastructure Improvements to Petticoat-Schmitt Civil Contractors Inc. for a total of \$24,869,166.68. In addition, we recommend an 8% contingency be included for unforeseen circumstances during construction. The bid for the project including an 8% contingency amount is \$26,858,700.01.

We appreciate this opportunity to be of service to the City of Jacksonville Beach and look forward to the successful construction of this project.

Sincerely,

**GAI Consultants, Inc.**

A handwritten signature in blue ink, appearing to read 'Matthew Bolyard'.

**Matthew Bolyard, PE**

**Senior Engineering Manager**

cc: Dennis Dupries, Construction Project Manager  
Kayle Moore, PE, Project Engineer  
Luis Flores, Property and Procurement Officer

**BID Tabulaiton**  
**CITY OF JACKSONVILLE BEACH**  
**Department of Public Works**  
**PHASE IIIC PROJECTS 4 AND 5 INFRASTRUCTURE IMPROVEMENTS**  
**Table From - ADDENDUM #3 6/2/2023**

| ITEM NO.                           |    | M&P NO.                                                                         | DESCRIPTION OF WORK | QTY | UNIT           | Petticoat-Schmitt Civil Contractors, Inc. | United Brothers Development Corp. |
|------------------------------------|----|---------------------------------------------------------------------------------|---------------------|-----|----------------|-------------------------------------------|-----------------------------------|
|                                    |    |                                                                                 |                     |     |                | UNIT PRICE                                | CONTRACT PRICE                    |
|                                    |    |                                                                                 |                     |     |                | UNIT PRICE                                | CONTRACT PRICE                    |
| ROADWAY ITEMS                      |    |                                                                                 |                     |     |                |                                           |                                   |
| 1                                  | 1  | DEMOLITION (CLEARING & GRUBBING)                                                | 1                   | LS  | \$2,502,000.00 | \$2,502,000.00                            | \$116,950.00                      |
| 2                                  | 2  | MAINTENANCE OF TRAFFIC                                                          | 1                   | LS  | \$670,000.00   | \$670,000.00                              | \$141,321.00                      |
| 3                                  | 3  | EROSION CONTROL                                                                 | 1                   | LS  | \$299,200.00   | \$299,200.00                              | \$102,494.00                      |
| 4                                  | 4  | CRUSHCRETE BASE (6" THICK)                                                      | 29991               | SY  | \$40.00        | \$1,199,640.00                            | \$39.95                           |
| 5                                  | 4  | CRUSHCRETE BASE (4" THICK)                                                      | 820                 | SY  | \$34.00        | \$27,880.00                               | \$26.50                           |
| 6                                  | 5  | STABILIZED SUBGRADE (12" THICK)                                                 | 56358               | SY  | \$11.20        | \$631,209.60                              | \$14.00                           |
| 7                                  | 6  | REMOVE UNSUITABLE MATERIAL AND DISPOSE                                          | 328                 | CY  | \$33.00        | \$10,824.00                               | \$18.00                           |
| 8                                  | 6  | EMBANKMENT (A3 FILL)                                                            | 328                 | CY  | \$45.00        | \$14,760.00                               | \$20.00                           |
| 9                                  | 7  | MILLING EXIST. ASPHALT PAVEMENT (1.5" AVG. DEPTH) (1ST & 2ND ST. S.)            | 4089                | SY  | \$11.00        | \$44,979.00                               | \$13.00                           |
| 10                                 | 8  | OPTIONAL BASE GROUP 15 (TYPE B-12.5 ONLY) (9") (SR A1A)                         | 1258                | SY  | \$100.00       | \$125,800.00                              | \$97.75                           |
| 11                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (W/PG 76-22)(SP-9.5) (2") (SR A1A)   | 1258                | SY  | \$28.00        | \$35,224.00                               | \$35.00                           |
| 12                                 | 9  | FC-12.5 FRICTION COURSE (TRAFFIC LEVEL C) (W/PG 76-22) (1.5") (SR A1A)          | 1258                | SY  | \$23.00        | \$28,934.00                               | \$27.10                           |
| 13                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (SP-9.5) (2") (1ST, 2ND & AVENUES)   | 30811               | SY  | \$24.00        | \$739,464.00                              | \$35.20                           |
| 14                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (SP-9.5) (1.5") (1ST, 2ND & AVENUES) | 4089                | SY  | \$18.00        | \$73,602.00                               | \$30.00                           |
| 15                                 | 10 | EXCAVATABLE FLOWABLE FILL                                                       | 188                 | CY  | \$400.00       | \$75,200.00                               | \$365.00                          |
| 16                                 | 11 | TEMPORARY ASPHALT (1" THICK FOR TRENCH REPAIRS)                                 | 1422                | SY  | \$58.00        | \$82,476.00                               | \$141.00                          |
| 17                                 | 12 | CONCRETE CITY CURB & GUTTER WITH FIBERMESH                                      | 7569                | LF  | \$50.00        | \$378,450.00                              | \$66.50                           |
| 18                                 | 12 | CONCRETE SPILLOUT CURB & GUTTER WITH FIBERMESH                                  | 2392                | LF  | \$45.00        | \$107,640.00                              | \$66.50                           |
| 19                                 | 12 | CONCRETE VALLEY GUTTER WITH FIBERMESH                                           | 5401                | LF  | \$60.00        | \$324,060.00                              | \$88.00                           |
| 20                                 | 12 | CONCRETE CURB WITH FIBERMESH (LANDSCAPE)                                        | 697                 | LF  | \$46.00        | \$32,062.00                               | \$66.50                           |
| 21                                 | 12 | CONCRETE HEADER CURB WITH FIBERMESH                                             | 3672                | LF  | \$50.00        | \$183,600.00                              | \$66.50                           |
| 22                                 | 12 | CONCRETE CURB & GUTTER, TYPE F (SR A1A)                                         | 1842                | LF  | \$47.00        | \$86,574.00                               | \$77.75                           |
| 23                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (8" THICK) (ALLEYWAYS)                         | 5344                | SY  | \$120.00       | \$641,280.00                              | \$160.00                          |
| 24                                 | 13 | CONCRETE SIDEWALK (4" THICK) (SIDEWALK) (SR A1A)                                | 1131                | SY  | \$125.00       | \$141,375.00                              | \$89.80                           |
| 25                                 | 13 | CONCRETE SIDEWALK WITH FIBERMESH (6" THICK) (SIDEWALK)                          | 6620                | SY  | \$130.00       | \$860,600.00                              | \$130.00                          |
| 26                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (6" THICK) (DRIVEWAYS)                         | 9231                | SY  | \$100.00       | \$923,100.00                              | \$132.00                          |
| 27                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (6" THICK) (PARKING)                           | 3281                | SY  | \$95.00        | \$311,695.00                              | \$136.00                          |
| 28                                 | 13 | DETECTABLE WARNING MAT                                                          | 2210                | SF  | \$39.00        | \$86,190.00                               | \$35.00                           |
| 29                                 | 14 | REMOVE EXIST. PAVERS, REGRADE AND REINSTALL (DRIVEWAYS)                         | 510                 | SY  | \$163.00       | \$83,130.00                               | \$20.00                           |
| 30                                 | 15 | CONCRETE SIDEWALK PAVERS (2-3/8") (FURNISH AND INSTALL)                         | 593                 | SY  | \$173.00       | \$102,589.00                              | \$75.00                           |
| 31                                 | 15 | CONCRETE ROADWAY PAVERS (3-1/8") (FURNISH AND INSTALL)                          | 629                 | SY  | \$225.00       | \$141,525.00                              | \$95.00                           |
| 32                                 | 16 | 4" CONCRETE CAP (EXIST. UTILITIES)                                              | 222                 | CY  | \$950.00       | \$210,900.00                              | \$85.00                           |
| 33                                 | 17 | CONCRETE CURB STOP (FURNISH AND INSTALL)                                        | 77                  | EA  | \$145.00       | \$11,165.00                               | \$125.00                          |
| 34                                 | 18 | DUMPSTER ENCLOSURE                                                              | 6                   | LS  | \$28,500.00    | \$171,000.00                              | \$33,500.00                       |
| 35                                 | 19 | WOODEN FENCE (FURNISH AND INSTALL)                                              | 50                  | LF  | \$58.00        | \$2,900.00                                | \$52.50                           |
| 36                                 | 20 | WOODEN FENCE (6' GATE)                                                          | 1                   | AS  | \$1,900.00     | \$1,900.00                                | \$4,500.00                        |
| 37                                 | 21 | TREE GRATE (60" SQUARE) (IRONSMITH) (OCEANFRONT PARK)                           | 4                   | EA  | \$10,000.00    | \$40,000.00                               | \$18,000.00                       |
| 38                                 | 22 | CONCRETE GRAVITY WALL                                                           | 48                  | LF  | \$800.00       | \$38,400.00                               | \$600.00                          |
| 39                                 | 23 | PEDESTRIAN RAILING (ALUMINUM) (FURNISH AND INSTALL)                             | 86                  | LF  | \$225.00       | \$19,350.00                               | \$300.00                          |
| ROADWAY ITEMS 1 THRU 39 SUBTOTAL   |    |                                                                                 |                     |     |                | \$11,460,677.60                           | \$9,721,059.25                    |
| DRAINAGE ITEMS                     |    |                                                                                 |                     |     |                |                                           |                                   |
| 40                                 | 24 | INLET (F&I) (DBI, TYPE F)                                                       | 10                  | EA  | \$5,970.00     | \$59,700.00                               | \$17,985.00                       |
| 41                                 | 24 | INLET (F&I) (DBI, TYPE F, J-BOTTOM)                                             | 1                   | EA  | \$16,000.00    | \$16,000.00                               | \$22,430.00                       |
| 42                                 | 24 | INLETS (F&I) (GUTTER, TYPE V)                                                   | 34                  | EA  | \$7,670.00     | \$260,780.00                              | \$20,523.00                       |
| 43                                 | 24 | INLETS (F&I) (CURB, CITY)                                                       | 37                  | EA  | \$9,200.00     | \$340,400.00                              | \$18,955.00                       |
| 44                                 | 24 | INLETS (F&I) (CURB, TYPE P-6, <10')                                             | 1                   | EA  | \$12,300.00    | \$12,300.00                               | \$24,895.00                       |
| 45                                 | 24 | MANHOLE (F&I) P-7 <10'                                                          | 29                  | EA  | \$8,700.00     | \$252,300.00                              | \$10,750.00                       |
| 46                                 | 24 | MANHOLE (F&I) J-7 >10'                                                          | 18                  | EA  | \$14,250.00    | \$256,500.00                              | \$19,885.00                       |
| 47                                 | 24 | MANHOLE (F&I) J-7 >10' (CONFLICT STRUCTURE)                                     | 1                   | EA  | \$17,800.00    | \$17,800.00                               | \$24,750.00                       |
| 48                                 | 25 | PIPE CULVERT (ROUND 6" PVC) (F&I)                                               | 247                 | LF  | \$162.00       | \$40,014.00                               | \$159.00                          |
| 49                                 | 25 | PIPE CULVERT (ROUND 15" PVC) (F&I)                                              | 1285                | LF  | \$195.00       | \$250,575.00                              | \$254.00                          |
| 50                                 | 25 | PIPE CULVERT (ROUND 18" PVC) (F&I)                                              | 3192                | LF  | \$200.00       | \$638,400.00                              | \$364.00                          |
| 51                                 | 25 | PIPE CULVERT (ROUND 24" PVC) (F&I)                                              | 1685                | LF  | \$300.00       | \$505,500.00                              | \$447.00                          |
| 52                                 | 25 | PIPE CULVERT (ROUND 42" RCP) (F&I)                                              | 688                 | LF  | \$400.00       | \$275,200.00                              | \$590.00                          |
| 53                                 | 25 | PIPE CULVERT (ROUND 48" RCP) (F&I)                                              | 398                 | LF  | \$450.00       | \$179,100.00                              | \$776.00                          |
| 54                                 | 25 | PIPE CULVERT (34"x53" ELLIP. RCP) (F&I)                                         | 605                 | LF  | \$541.00       | \$327,305.00                              | \$830.00                          |
| 55                                 | 25 | PIPE CULVERT (38"x60" ELLIP. RCP) (F&I)                                         | 41                  | LF  | \$722.00       | \$29,602.00                               | \$1,120.00                        |
| 56                                 | 25 | PIPE CULVERT (43"x68" ELLIP. RCP) (F&I)                                         | 414                 | LF  | \$830.00       | \$343,620.00                              | \$1,424.00                        |
| DRAINAGE ITEMS 40 THRU 56 SUBTOTAL |    |                                                                                 |                     |     |                | \$3,805,096.00                            | \$6,453,842.00                    |
| WATER ITEMS                        |    |                                                                                 |                     |     |                |                                           |                                   |
| 57                                 | 26 | 1/2" SAMPLE TAP                                                                 | 18                  | EA  | \$900.00       | \$16,200.00                               | \$1,200.00                        |
| 58                                 | 26 | SERVICE CONNECTION (1") (SHORT)                                                 | 80                  | EA  | \$1,300.00     | \$104,000.00                              | \$2,158.00                        |
| 59                                 | 26 | SERVICE CONNECTION (1") (LONG)                                                  | 44                  | EA  | \$1,350.00     | \$59,400.00                               | \$2,650.00                        |
| 60                                 | 26 | SERVICE CONNECTION (2") (DOUBLE) (SHORT)                                        | 14                  | EA  | \$2,300.00     | \$32,200.00                               | \$4,921.00                        |
| 61                                 | 26 | SERVICE CONNECTION (2") (DOUBLE) (LONG)                                         | 11                  | EA  | \$2,400.00     | \$26,400.00                               | \$5,680.00                        |
| 62                                 | 26 | 1" SERVICE CONNECTION OFF 2" GANG SERVICE                                       | 68                  | EA  | \$575.00       | \$39,100.00                               | \$2,385.00                        |
| 63                                 | 26 | 1" SERVICE CONNECTION OFF 2" DOUBLE SERVICE                                     | 72                  | EA  | \$725.00       | \$52,200.00                               | \$2,158.00                        |
| 64                                 | 26 | 1" SERVICE CONNECTION OFF 4" GANG SERVICE                                       | 46                  | EA  | \$900.00       | \$41,400.00                               | \$2,350.00                        |
| 65                                 | 26 | 4" GANG SERVICE CONNECTION (SHORT)                                              | 3                   | EA  | \$7,400.00     | \$22,200.00                               | \$8,150.00                        |
| 66                                 | 26 | 4" GANG SERVICE CONNECTION (LONG)                                               | 4                   | EA  | \$8,800.00     | \$35,200.00                               | \$9,311.00                        |
| 67                                 | 26 | 2" GANG SERVICE CONNECTION (SHORT)                                              | 7                   | EA  | \$2,500.00     | \$17,500.00                               | \$8,468.00                        |
| 68                                 | 26 | 2" GANG SERVICE CONNECTION (LONG)                                               | 8                   | EA  | \$2,200.00     | \$17,600.00                               | \$8,895.00                        |
| 69                                 | 27 | 6" FIRE HYDRANT ASSEMBLY REMOVE                                                 | 20                  | EA  | \$1,442.00     | \$28,840.00                               | \$2,375.00                        |
| 70                                 | 28 | 6" FIRE HYDRANT ASSEMBLY (F&I)                                                  | 22                  | EA  | \$12,720.00    | \$279,840.00                              | \$9,115.00                        |
| 71                                 | 29 | 6" FIRE HYDRANT COMPACT ASSEMBLY WITH 90 DEGREE BEND (F&I)                      | 4                   | EA  | \$13,030.00    | \$52,120.00                               | \$9,300.00                        |
| 72                                 | 30 | WM REMOVAL (2")                                                                 | 730                 | LF  | \$45.00        | \$32,850.00                               | \$45.00                           |
| 73                                 | 30 | WM REMOVAL (3")                                                                 | 130                 | LF  | \$45.00        | \$5,850.00                                | \$48.00                           |
| 74                                 | 30 | WM REMOVAL (4")                                                                 | 240                 | LF  | \$45.00        | \$10,800.00                               | \$50.00                           |
| 75                                 | 30 | WM REMOVAL (6")                                                                 | 2860                | LF  | \$45.00        | \$128,700.00                              | \$54.00                           |
| 76                                 | 30 | WM REMOVAL (8")                                                                 | 3095                | LF  | \$45.00        | \$139,275.00                              | \$56.00                           |
| 77                                 | 30 | WM REMOVAL (12")                                                                | 990                 | LF  | \$45.00        | \$44,550.00                               | \$60.00                           |
| 78                                 | 31 | GROUT FILL WM (2")                                                              | 796                 | LF  | \$29.00        | \$23,084.00                               | \$18.00                           |
| 79                                 | 31 | GROUT FILL WM (6")                                                              | 2643                | LF  | \$30.00        | \$79,290.00                               | \$22.00                           |
| 80                                 | 31 | GROUT FILL WM (8")                                                              | 940                 | LF  | \$31.00        | \$29,140.00                               | \$27.00                           |
| 81                                 | 32 | PVC DR 18 WM (4") (F&I)                                                         | 370                 | LF  | \$75.00        | \$27,750.00                               | \$250.00                          |
| 82                                 | 32 | PVC DR 18 WM (6") (F&I)                                                         | 3690                | LF  | \$108.00       | \$398,520.00                              | \$264.00                          |
| 83                                 | 32 | PVC DR 18 WM (8") (F&I)                                                         | 3360                | LF  | \$110.00       | \$369,600.00                              | \$301.00                          |
| 84                                 | 32 | PVC DR 18 WM (12") (F&I)                                                        | 3980                | LF  | \$180.00       | \$716,400.00                              | \$385.00                          |
| 85                                 | 32 | PVC SDR 21 WM (3") (F&I)                                                        | 54                  | LF  | \$75.00        | \$4,050.00                                | \$244.00                          |
| 86                                 | 33 | FPVC DR 18 WM (8") (HORIZONTAL DIRECTIONAL DRILL UNDER SR A1A) (F&I)            | 1236                | LF  | \$170.00       | \$210,120.00                              | \$205.00                          |
| 87                                 | 33 | FPVC DR 18 WM (12") (HORIZONTAL DIRECTIONAL DRILL UNDER SR A1A) (F&I)           | 258                 | LF  | \$220.00       | \$56,760.00                               | \$301.00                          |
| 88                                 | 61 | 2" COMBINATION AIR RELIEF VACUUM VALVE (F&I) (WM UNDER SR A1A)                  | 12                  | EA  | \$3,900.00     | \$46,800.00                               | \$24,000.00                       |
| 89                                 | 34 | 3" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  | \$230.00       | \$460.00                                  | \$850.00                          |
| 90                                 | 34 | 4" D.I. MJ CAP RESTRAINED (F&I)                                                 | 28                  | EA  | \$190.00       | \$5,320.00                                | \$1,115.00                        |
| 91                                 | 34 | 6" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  | \$280.00       | \$560.00                                  | \$1,240.00                        |
| 92                                 | 34 | 8" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  | \$350.00       | \$700.00                                  | \$1,586.00                        |
| 93                                 | 34 | 8" D.I. MJ 11.25 DEGREE BEND RESTRAINED (F&I)                                   | 14                  | EA  | \$530.00       | \$7,420.00                                | \$1,831.00                        |
| 94                                 | 34 | 12" D.I. MJ 11.25 DEGREE BEND RESTRAINED (F&I)                                  | 8                   | EA  | \$650.00       | \$5,200.00                                | \$2,450.00                        |
| 95                                 | 34 | 8" D.I. MJ 22.50 DEGREE BEND RESTRAINED (F&I)                                   | 12                  | EA  | \$550.00       | \$6,600.00                                | \$1,831.00                        |
| 96                                 | 34 | 12" D.I. MJ 22.50 DEGREE BEND RESTRAINED (F&I)                                  | 8                   | EA  | \$950.00       | \$7,600.00                                | \$2,450.00                        |
| 97                                 | 34 | 6" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                      | 90                  | EA  | \$400.00       | \$36,000.00                               | \$1,350.00                        |
| 98                                 | 34 | 8" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                      | 140                 | EA  | \$950.00       | \$133,000.00                              | \$1,595.00                        |
| 99                                 | 34 | 12" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                     | 182                 | EA  | \$1,550.00     | \$282,100.00                              | \$2,450.00                        |
| 100                                | 34 | 6" D.I. MJ 90 DEGREE BEND RESTRAINED (F&I)                                      | 44                  | EA  | \$430.00       | \$18,920.00                               | \$1,395.00                        |
| 101                                | 34 | 6" D.I. MJ x FLG 90 DEGREE BEND RESTRAINED (F&I)                                | 12                  | EA  | \$450.00       | \$5,400.00                                | \$1,692.00                        |

|                             |     |                                                                           |       |    |              |                                                   |                 |                 |
|-----------------------------|-----|---------------------------------------------------------------------------|-------|----|--------------|---------------------------------------------------|-----------------|-----------------|
| 102                         | 34  | 3" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 4     | EA | \$1,700.00   | \$6,800.00                                        | \$2,950.00      | \$11,800.00     |
| 103                         | 34  | 4" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 20    | EA | \$1,700.00   | \$34,000.00                                       | \$3,768.00      | \$75,360.00     |
| 104                         | 34  | 6" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 64    | EA | \$2,135.00   | \$136,640.00                                      | \$4,570.00      | \$292,480.00    |
| 105                         | 34  | 8" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 38    | EA | \$2,890.00   | \$109,820.00                                      | \$5,079.00      | \$193,002.00    |
| 106                         | 34  | 12" D.I. MJ GATE VALVE RESTRAINED (F&I)                                   | 38    | EA | \$5,040.00   | \$191,520.00                                      | \$8,410.00      | \$319,580.00    |
| 107                         | 34  | 12" x 8" TAPPING SLEEVE W/FLG X MJ GATE VALVE RESTRAINED (F&I)            | 11    | EA | \$11,700.00  | \$128,700.00                                      | \$19,630.00     | \$215,930.00    |
| 108                         | 34  | 6" D.I. MJ LINE STOP RESTRAINED (F&I)                                     | 6     | EA | \$11,500.00  | \$69,000.00                                       | \$16,000.00     | \$96,000.00     |
| 109                         | 34  | 8" D.I. MJ LINE STOP RESTRAINED (F&I)                                     | 10    | EA | \$16,100.00  | \$161,000.00                                      | \$18,500.00     | \$185,000.00    |
| 110                         | 34  | 12" D.I. MJ LINE STOP RESTRAINED (F&I)                                    | 10    | EA | \$16,700.00  | \$167,000.00                                      | \$21,000.00     | \$210,000.00    |
| 111                         | 34  | 6" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I)  | 4     | EA | \$15,100.00  | \$60,400.00                                       | \$19,465.00     | \$77,860.00     |
| 112                         | 34  | 8" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I)  | 6     | EA | \$16,800.00  | \$100,800.00                                      | \$21,778.00     | \$130,668.00    |
| 113                         | 34  | 12" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I) | 6     | EA | \$26,000.00  | \$156,000.00                                      | \$30,404.00     | \$182,424.00    |
| 114                         | 34  | 3" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 2     | EA | \$5,800.00   | \$11,600.00                                       | \$5,331.00      | \$10,662.00     |
| 115                         | 34  | 4" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 6     | EA | \$5,800.00   | \$34,800.00                                       | \$6,520.00      | \$39,120.00     |
| 116                         | 34  | 6" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 10    | EA | \$5,900.00   | \$59,000.00                                       | \$9,091.00      | \$90,910.00     |
| 117                         | 34  | 8" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 9     | EA | \$6,100.00   | \$54,900.00                                       | \$12,880.00     | \$115,920.00    |
| 118                         | 34  | 12" D.I. MJ SLEEVE RESTRAINED (F&I)                                       | 5     | EA | \$6,600.00   | \$33,000.00                                       | \$15,766.00     | \$78,830.00     |
| 119                         | 34  | 6" x 6" D.I. MJ TEE RESTRAINED (F&I)                                      | 8     | EA | \$660.00     | \$5,280.00                                        | \$2,100.00      | \$16,800.00     |
| 120                         | 34  | 8" x 4" D.I. MJ TEE RESTRAINED (F&I)                                      | 12    | EA | \$700.00     | \$8,400.00                                        | \$2,629.00      | \$31,548.00     |
| 121                         | 34  | 8" x 6" D.I. MJ TEE RESTRAINED (F&I)                                      | 28    | EA | \$750.00     | \$21,000.00                                       | \$2,701.00      | \$75,628.00     |
| 122                         | 34  | 8" x 8" D.I. MJ TEE RESTRAINED (F&I)                                      | 8     | EA | \$1,240.00   | \$9,920.00                                        | \$2,834.00      | \$22,672.00     |
| 123                         | 34  | 12" x 3" D.I. MJ TEE RESTRAINED (F&I)                                     | 4     | EA | \$1,275.00   | \$5,100.00                                        | \$3,431.00      | \$13,724.00     |
| 124                         | 34  | 12" x 4" D.I. MJ TEE RESTRAINED (F&I)                                     | 12    | EA | \$1,200.00   | \$14,400.00                                       | \$3,550.00      | \$42,600.00     |
| 125                         | 34  | 12" x 6" D.I. MJ TEE RESTRAINED (F&I)                                     | 18    | EA | \$1,170.00   | \$21,060.00                                       | \$3,550.00      | \$63,900.00     |
| 126                         | 34  | 12" x 8" D.I. MJ TEE RESTRAINED (F&I)                                     | 16    | EA | \$1,280.00   | \$20,480.00                                       | \$3,750.00      | \$60,000.00     |
| 127                         | 34  | 12" x 12" D.I. MJ TEE RESTRAINED (F&I)                                    | 8     | EA | \$1,600.00   | \$12,800.00                                       | \$4,250.00      | \$34,000.00     |
| 128                         | 34  | 8" x 6" D.I. MJ REDUCER RESTRAINED (F&I)                                  | 5     | EA | \$500.00     | \$2,500.00                                        | \$1,452.00      | \$7,260.00      |
| 129                         | 34  | 12" x 8" D.I. MJ REDUCER RESTRAINED (F&I)                                 | 4     | EA | \$775.00     | \$3,100.00                                        | \$2,182.00      | \$8,728.00      |
| 130                         | 35  | WATER METER BOX (F&I)                                                     | 306   | EA | \$430.28     | \$131,665.68                                      | \$1,400.00      | \$428,400.00    |
| 131                         | 36  | EXIST. WATER VALVES ADJUST                                                | 10    | EA | \$427.00     | \$4,270.00                                        | \$2,200.00      | \$22,000.00     |
| 132                         | 37  | SHOWER (F&I)                                                              | 2     | AS | \$16,600.00  | \$33,200.00                                       | \$13,770.00     | \$27,540.00     |
| SEWER ITEMS                 |     |                                                                           |       |    |              |                                                   |                 |                 |
|                             |     |                                                                           |       |    |              | WATER ITEMS 57 THRU 132 SUBTOTAL                  | \$5,465,174.68  | \$10,301,976.00 |
| 133                         | 38  | SANITARY SEWER MANHOLE REHABILITATION (TYPE A)                            | 11    | EA | \$21,700.00  | \$238,700.00                                      | \$11,929.00     | \$131,219.00    |
| 134                         | 38  | SANITARY SEWER MANHOLE REHABILITATION (TYPE C)                            | 2     | EA | \$12,500.00  | \$25,000.00                                       | \$11,500.00     | \$23,000.00     |
| 135                         | 39  | SANITARY SEWER MANHOLE FURNISH & INSTALL (TYPE A)                         | 6     | EA | \$16,860.00  | \$101,160.00                                      | \$28,759.00     | \$172,554.00    |
| 136                         | 39  | SANITARY SEWER MANHOLE FURNISH & INSTALL (TYPE C)                         | 10    | EA | \$10,390.00  | \$103,900.00                                      | \$26,000.00     | \$260,000.00    |
| 137                         | 39  | LINE EXIST. MANHOLE WITH SPECTRASHIELD                                    | 1     | EA | \$9,220.00   | \$9,220.00                                        | \$44,500.00     | \$44,500.00     |
| 138                         | 40  | SANITARY SEWER MANHOLE REMOVAL                                            | 14    | EA | \$1,739.00   | \$24,346.00                                       | \$3,682.00      | \$51,548.00     |
| 139                         | 40  | EXIST. SANITARY SEWER MANHOLE ADJUST                                      | 8     | EA | \$7,870.00   | \$62,960.00                                       | \$3,285.00      | \$26,280.00     |
| 140                         | 41  | REMOVE 4" SANITARY SEWER                                                  | 25    | LF | \$30.00      | \$750.00                                          | \$35.00         | \$875.00        |
| 141                         | 41  | REMOVE 6" SANITARY SEWER                                                  | 492   | LF | \$32.00      | \$15,744.00                                       | \$35.00         | \$17,220.00     |
| 142                         | 41  | REMOVE 8" SANITARY SEWER                                                  | 4386  | LF | \$35.00      | \$153,510.00                                      | \$43.00         | \$188,598.00    |
| 143                         | 41  | REMOVE 10" SANITARY SEWER                                                 | 355   | LF | \$37.00      | \$13,135.00                                       | \$45.00         | \$15,975.00     |
| 144                         | 41  | REMOVE 12" SANITARY SEWER                                                 | 67    | LF | \$39.00      | \$2,613.00                                        | \$50.00         | \$3,350.00      |
| 145                         | 41  | PVC SDR 26 (4") FURNISH AND INSTALL SAN. SEWER                            | 25    | LF | \$170.00     | \$4,250.00                                        | \$92.00         | \$2,300.00      |
| 146                         | 41  | PVC SDR 26 (6") FURNISH AND INSTALL SAN. SEWER                            | 492   | LF | \$175.00     | \$86,100.00                                       | \$99.00         | \$48,708.00     |
| 147                         | 41  | PVC SDR 26 (8") FURNISH AND INSTALL SAN. SEWER                            | 4386  | LF | \$130.00     | \$570,180.00                                      | \$250.00        | \$1,096,500.00  |
| 148                         | 41  | PVC SDR 26 (10") FURNISH AND INSTALL SAN. SEWER                           | 355   | LF | \$158.00     | \$56,090.00                                       | \$295.00        | \$104,725.00    |
| 149                         | 41  | PVC SDR 26 (12") FURNISH AND INSTALL SAN. SEWER                           | 67    | LF | \$185.00     | \$12,395.00                                       | \$345.00        | \$23,115.00     |
| 150                         | 42  | SANITARY SEWER SERVICE LATERAL CONNECTIONS (F&I)                          | 178   | EA | \$1,300.00   | \$231,400.00                                      | \$3,850.00      | \$685,300.00    |
| 151                         | 42  | SANITARY SEWER SERVICE LATERAL CONNECTIONS (REMOVE)                       | 178   | EA | \$325.00     | \$57,850.00                                       | \$1,320.00      | \$234,960.00    |
| 152                         | 43  | EXIST. SANITARY SEWER CLEANOUT OR GREASE TRAP (ADJUST)                    | 14    | EA | \$1,400.00   | \$19,600.00                                       | \$4,500.00      | \$63,000.00     |
| 153                         | 44  | CIPP SANITARY SEWER (8")                                                  | 217   | LF | \$838.00     | \$181,846.00                                      | \$385.00        | \$83,545.00     |
|                             |     |                                                                           |       |    |              | SEWER ITEMS 133 THRU 163 SUBTOTAL                 | \$1,970,749.00  | \$3,277,272.00  |
| SIGNING AND MARKING ITEMS   |     |                                                                           |       |    |              |                                                   |                 |                 |
| 154                         | 45  | RAISED PAVEMENT MARKER, TYPE B                                            | 58    | EA | \$11.00      | \$638.00                                          | \$8.50          | \$493.00        |
| 155                         | 46  | THERMOPLASTIC WHITE 6"                                                    | 8895  | LF | \$2.50       | \$22,237.50                                       | \$1.75          | \$15,566.25     |
| 156                         | 46  | THERMOPLASTIC WHITE 12"                                                   | 2787  | LF | \$6.50       | \$18,115.50                                       | \$3.51          | \$9,782.37      |
| 157                         | 46  | THERMOPLASTIC WHITE 24"                                                   | 1995  | LF | \$12.00      | \$23,940.00                                       | \$7.00          | \$13,965.00     |
| 158                         | 46  | THERMOPLASTIC YELLOW 6"                                                   | 2768  | LF | \$2.50       | \$6,920.00                                        | \$1.75          | \$4,844.00      |
| 159                         | 46  | THERMOPLASTIC DOUBLE YELLOW 6"                                            | 7322  | LF | \$5.20       | \$38,074.40                                       | \$3.50          | \$25,627.00     |
| 160                         | 46  | THERMOPLASTIC YELLOW 18"                                                  | 585   | LF | \$10.00      | \$5,850.00                                        | \$5.25          | \$3,071.25      |
| 161                         | 46  | THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"                                  | 312   | LF | \$8.00       | \$2,496.00                                        | \$4.20          | \$1,310.40      |
| 162                         | 47  | THERMOPLASTIC, STANDARD, WHITE, ARROW                                     | 13    | EA | \$240.00     | \$3,120.00                                        | \$350.00        | \$4,550.00      |
| 163                         | 47  | THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL                         | 21    | EA | \$1,100.00   | \$23,100.00                                       | \$350.00        | \$7,350.00      |
| 164                         | 48  | SINGLE POST SIGN, REMOVE                                                  | 42    | EA | \$100.00     | \$4,200.00                                        | \$200.00        | \$8,400.00      |
| 165                         | 49  | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF                           | 78    | EA | \$850.00     | \$66,300.00                                       | \$375.00        | \$29,250.00     |
|                             |     |                                                                           |       |    |              | SIGNING AND MARKING ITEMS 154 THRU 165 SUBTOTAL   | \$214,991.40    | \$124,209.27    |
| LIGHTING / ELECTRICAL ITEMS |     |                                                                           |       |    |              |                                                   |                 |                 |
| 166                         | 50  | LIGHTING CONDUCTORS (#2/0) (F&I)                                          | 4206  | LF | \$35.00      | \$147,210.00                                      | \$24.62         | \$103,131.12    |
| 167                         | 50  | LIGHTING CONDUCTORS (#1 AWG) (F&I)                                        | 2103  | LF | \$10.00      | \$21,030.00                                       | \$7.00          | \$14,721.00     |
| 168                         | 50  | LIGHTING CONDUCTORS (#12) (F&I)                                           | 960   | LF | \$9.50       | \$9,120.00                                        | \$6.50          | \$6,240.00      |
| 169                         | 50  | LIGHTING CONDUIT (2") (F&I)                                               | 2103  | LF | \$45.00      | \$94,635.00                                       | \$32.45         | \$68,242.35     |
| 170                         | 51  | LIGHTING SERVICE CONNECTIONS (TRANSFORMER)                                | 20    | EA | \$2,550.00   | \$51,000.00                                       | \$1,750.00      | \$35,000.00     |
| 171                         | 52  | ELECTRIC SERVICE CONNECTION BOXES (SCB'S) INSTALL                         | 78    | EA | \$2,700.00   | \$210,600.00                                      | \$1,895.00      | \$147,810.00    |
| 172                         | 53  | LIGHT POLE REMOVE                                                         | 15    | EA | \$1,900.00   | \$28,500.00                                       | \$1,295.00      | \$19,425.00     |
| 173                         | 54  | LIGHT POLE RELOCATE                                                       | 42    | EA | \$4,200.00   | \$176,400.00                                      | \$2,595.00      | \$108,990.00    |
| 174                         | 55  | LIGHT POLE FURNISH AND INSTALL                                            | 24    | EA | \$8,500.00   | \$204,000.00                                      | \$5,796.00      | \$139,104.00    |
| 175                         | 56  | ADJUST ELECTRIC VAULT TYPE B (LID PROVIDED BY BES)                        | 17    | EA | \$5,500.00   | \$93,500.00                                       | \$3,383.00      | \$57,511.00     |
| 176                         | 56  | ADJUST ELECTRIC VAULT TYPE DOUBLE TYPE B (LID PROVIDED BY BES)            | 1     | EA | \$9,700.00   | \$9,700.00                                        | \$5,885.00      | \$5,885.00      |
| 177                         | 56  | ADJUST ELECTRIC VAULT TYPE D (LID PROVIDED BY BES)                        | 4     | EA | \$5,900.00   | \$23,600.00                                       | \$3,785.00      | \$15,140.00     |
| 178                         | 56  | ADJUST ELECTRIC VAULT TYPE F (LID PROVIDED BY BES)                        | 10    | EA | \$7,100.00   | \$71,000.00                                       | \$4,375.00      | \$43,750.00     |
| 179                         | 56  | ADJUST ELECTRIC VAULT MANHOLE                                             | 4     | EA | \$29,000.00  | \$116,000.00                                      | \$18,172.00     | \$72,688.00     |
| 180                         | 57  | GAS VALVE COVER ADJUST                                                    | 6     | EA | \$5,290.00   | \$31,740.00                                       | \$1,929.00      | \$11,574.00     |
| 181                         | 58  | FIBER OPTIC MANHOLE / PULLBOX ADJUST                                      | 4     | EA | \$6,650.00   | \$26,600.00                                       | \$5,590.00      | \$22,360.00     |
| 182                         | 58  | TELECOMMUNICATIONS PULLBOX ADJUST                                         | 14    | EA | \$6,170.00   | \$86,380.00                                       | \$4,751.00      | \$66,514.00     |
|                             |     |                                                                           |       |    |              | LIGHTING / ELECTRICAL ITEMS 166 THRU 182 SUBTOTAL | \$1,401,015.00  | \$938,085.47    |
| LANDSCAPING ITEMS           |     |                                                                           |       |    |              |                                                   |                 |                 |
| 183                         | 59  | BERMUDA SOD                                                               | 13493 | SY | \$12.00      | \$161,916.00                                      | \$13.99         | \$188,767.07    |
| 184                         | 59  | ST AUGUSTINE SOD                                                          | 593   | SY | \$19.00      | \$11,267.00                                       | \$19.70         | \$11,682.10     |
| 185                         | 60  | SABAL PALM                                                                | 4     | EA | \$1,320.00   | \$5,280.00                                        | \$750.00        | \$3,000.00      |
|                             |     |                                                                           |       |    |              | LANDSCAPING ITEMS 183 THRU 185 TOTAL              | \$178,463.00    | \$203,449.17    |
|                             |     |                                                                           |       |    |              | SUBTOTAL - ITEMS 1 THRU 185                       | \$24,496,166.68 | \$31,019,893.16 |
| 186                         | N/A | PERFORMANCE AND PAYMENT BID BOND (MAX OF 1.5% OF ITEMS 1 THRU 185)        | 1     | LS | \$373,000.00 | \$373,000.00                                      | \$465,298.40    | \$465,298.40    |
|                             |     |                                                                           |       |    |              | GRAND TOTAL - ITEMS 1 THRU 186                    | \$24,869,166.68 | \$31,485,191.56 |



City of

Jacksonville Beach

Property and

Procurement Division

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6229

Email: [purchasing@jaxbchfl.net](mailto:purchasing@jaxbchfl.net)

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

*This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.*

## NOTICE OF INTENT TO SUBMIT BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: July 3, 2023

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2223-06 Phase IIIC Projects 4 & 5 Infrastructure Improvements**

Recommendation will be presented to the City Manager for:

Bid Number: 2223-06  
Title: Phase IIIC Projects 4 & 5 Infrastructure Improvements

Recommendation will be presented to the City Manager for intent to award of Bid No. 2223-06 Phase IIIC Projects 4 & 5 Infrastructure Improvements to Petticoat-Schmitt Civil Contractors, Inc.

The complete bid tabulation sheet is attached herewith.

In accordance with the procedures set forth in Section XII K. of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Bid Award Notice from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each bidder for their submittal.

Luis F. Flores

Luis F. Flores, Property & Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



**BID Tabulaiton**  
**CITY OF JACKSONVILLE BEACH**  
**Department of Public Works**  
**PHASE IIIC PROJECTS 4 AND 5 INFRASTRUCTURE IMPROVEMENTS**  
**Table From - ADDENDUM #3 6/2/2023**

| ITEM NO.                           |    | M&P NO.                                                                         | DESCRIPTION OF WORK | QTY | UNIT | Petticoat-Schmitt Civil Contractors, Inc. | UNIT PRICE      | CONTRACT PRICE | United Brothers Development Corp. | UNIT PRICE     | CONTRACT PRICE |
|------------------------------------|----|---------------------------------------------------------------------------------|---------------------|-----|------|-------------------------------------------|-----------------|----------------|-----------------------------------|----------------|----------------|
| ROADWAY ITEMS                      |    |                                                                                 |                     |     |      |                                           |                 |                |                                   |                |                |
| 1                                  | 1  | DEMOLITION (CLEARING & GRUBBING)                                                | 1                   | LS  |      | \$2,502,000.00                            | \$2,502,000.00  |                | \$116,950.00                      | \$116,950.00   |                |
| 2                                  | 2  | MAINTENANCE OF TRAFFIC                                                          | 1                   | LS  |      | \$670,000.00                              | \$670,000.00    |                | \$141,321.00                      | \$141,321.00   |                |
| 3                                  | 3  | EROSION CONTROL                                                                 | 1                   | LS  |      | \$299,200.00                              | \$299,200.00    |                | \$102,494.00                      | \$102,494.00   |                |
| 4                                  | 4  | CRUSHCRETE BASE (6" THICK)                                                      | 29991               | SY  |      | \$40.00                                   | \$1,199,640.00  |                | \$39.95                           | \$1,198,140.45 |                |
| 5                                  | 4  | CRUSHCRETE BASE (4" THICK)                                                      | 820                 | SY  |      | \$34.00                                   | \$27,880.00     |                | \$26.50                           | \$21,730.00    |                |
| 6                                  | 5  | STABILIZED SUBGRADE (12" THICK)                                                 | 56358               | SY  |      | \$11.20                                   | \$631,209.60    |                | \$14.00                           | \$789,012.00   |                |
| 7                                  | 6  | REMOVE UNSUITABLE MATERIAL AND DISPOSE                                          | 328                 | CY  |      | \$33.00                                   | \$10,824.00     |                | \$18.00                           | \$5,904.00     |                |
| 8                                  | 6  | EMBANKMENT (A3 FILL)                                                            | 328                 | CY  |      | \$45.00                                   | \$14,760.00     |                | \$20.00                           | \$6,560.00     |                |
| 9                                  | 7  | MILLING EXIST. ASPHALT PAVEMENT (1.5" AVG. DEPTH) (1ST & 2ND ST. S.)            | 4089                | SY  |      | \$11.00                                   | \$44,979.00     |                | \$13.00                           | \$53,157.00    |                |
| 10                                 | 8  | OPTIONAL BASE GROUP 15 (TYPE B-12.5 ONLY) (9") (SR A1A)                         | 1258                | SY  |      | \$100.00                                  | \$125,800.00    |                | \$97.75                           | \$122,969.50   |                |
| 11                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (W/PG 76-22)(SP-9.5) (2") (SR A1A)   | 1258                | SY  |      | \$28.00                                   | \$35,224.00     |                | \$35.00                           | \$44,030.00    |                |
| 12                                 | 9  | FC-12.5 FRICTION COURSE (TRAFFIC LEVEL C) (W/PG 76-22) (1.5") (SR A1A)          | 1258                | SY  |      | \$23.00                                   | \$28,934.00     |                | \$27.10                           | \$34,091.80    |                |
| 13                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (SP-9.5) (2") (1ST, 2ND & AVENUES)   | 30811               | SY  |      | \$24.00                                   | \$739,464.00    |                | \$35.20                           | \$1,084,547.20 |                |
| 14                                 | 9  | SUPERPAVE ASPHALTIC CONC (TRAFFIC LEVEL C) (SP-9.5) (1.5") (1ST, 2ND & AVENUES) | 4089                | SY  |      | \$18.00                                   | \$73,602.00     |                | \$30.00                           | \$122,670.00   |                |
| 15                                 | 10 | EXCAVATABLE FLOWABLE FILL                                                       | 188                 | CY  |      | \$400.00                                  | \$75,200.00     |                | \$365.00                          | \$68,620.00    |                |
| 16                                 | 11 | TEMPORARY ASPHALT (1" THICK FOR TRENCH REPAIRS)                                 | 1422                | SY  |      | \$58.00                                   | \$82,476.00     |                | \$141.00                          | \$200,502.00   |                |
| 17                                 | 12 | CONCRETE CITY CURB & GUTTER WITH FIBERMESH                                      | 7569                | LF  |      | \$50.00                                   | \$378,450.00    |                | \$66.50                           | \$503,338.50   |                |
| 18                                 | 12 | CONCRETE SPILLOUT CURB & GUTTER WITH FIBERMESH                                  | 2392                | LF  |      | \$45.00                                   | \$107,640.00    |                | \$66.50                           | \$159,068.00   |                |
| 19                                 | 12 | CONCRETE VALLEY GUTTER WITH FIBERMESH                                           | 5401                | LF  |      | \$60.00                                   | \$324,060.00    |                | \$88.00                           | \$475,288.00   |                |
| 20                                 | 12 | CONCRETE CURB WITH FIBERMESH (LANDSCAPE)                                        | 697                 | LF  |      | \$46.00                                   | \$32,062.00     |                | \$66.50                           | \$46,350.50    |                |
| 21                                 | 12 | CONCRETE HEADER CURB WITH FIBERMESH                                             | 3672                | LF  |      | \$50.00                                   | \$183,600.00    |                | \$66.50                           | \$244,188.00   |                |
| 22                                 | 12 | CONCRETE CURB & GUTTER, TYPE F (SR A1A)                                         | 1842                | LF  |      | \$47.00                                   | \$86,574.00     |                | \$77.75                           | \$143,215.50   |                |
| 23                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (8" THICK) (ALLEYWAYS)                         | 5344                | SY  |      | \$120.00                                  | \$641,280.00    |                | \$160.00                          | \$855,040.00   |                |
| 24                                 | 13 | CONCRETE SIDEWALK (4" THICK) (SIDEWALK) (SR A1A)                                | 1131                | SY  |      | \$125.00                                  | \$141,375.00    |                | \$89.80                           | \$101,563.80   |                |
| 25                                 | 13 | CONCRETE SIDEWALK WITH FIBERMESH (6" THICK) (SIDEWALK)                          | 6620                | SY  |      | \$130.00                                  | \$860,600.00    |                | \$130.00                          | \$860,600.00   |                |
| 26                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (6" THICK) (DRIVEWAYS)                         | 9231                | SY  |      | \$100.00                                  | \$923,100.00    |                | \$132.00                          | \$1,218,492.00 |                |
| 27                                 | 13 | CONCRETE PAVEMENT WITH FIBERMESH (6" THICK) (PARKING)                           | 3281                | SY  |      | \$95.00                                   | \$311,695.00    |                | \$136.00                          | \$446,216.00   |                |
| 28                                 | 13 | DETECTABLE WARNING MAT                                                          | 2210                | SF  |      | \$39.00                                   | \$86,190.00     |                | \$35.00                           | \$77,350.00    |                |
| 29                                 | 14 | REMOVE EXIST. PAVERS, REGRADE AND REINSTALL (DRIVEWAYS)                         | 510                 | SY  |      | \$163.00                                  | \$83,130.00     |                | \$20.00                           | \$10,200.00    |                |
| 30                                 | 15 | CONCRETE SIDEWALK PAVERS (2-3/8") (FURNISH AND INSTALL)                         | 593                 | SY  |      | \$173.00                                  | \$102,589.00    |                | \$75.00                           | \$44,475.00    |                |
| 31                                 | 15 | CONCRETE ROADWAY PAVERS (3-1/8") (FURNISH AND INSTALL)                          | 629                 | SY  |      | \$225.00                                  | \$141,525.00    |                | \$95.00                           | \$59,755.00    |                |
| 32                                 | 16 | 4" CONCRETE CAP (EXIST. UTILITIES)                                              | 222                 | CY  |      | \$950.00                                  | \$210,900.00    |                | \$85.00                           | \$18,870.00    |                |
| 33                                 | 17 | CONCRETE CURB STOP (FURNISH AND INSTALL)                                        | 77                  | EA  |      | \$145.00                                  | \$11,165.00     |                | \$125.00                          | \$9,625.00     |                |
| 34                                 | 18 | DUMPSTER ENCLOSURE                                                              | 6                   | LS  |      | \$28,500.00                               | \$171,000.00    |                | \$33,500.00                       | \$201,000.00   |                |
| 35                                 | 19 | WOODEN FENCE (FURNISH AND INSTALL)                                              | 50                  | LF  |      | \$58.00                                   | \$2,900.00      |                | \$52.50                           | \$2,625.00     |                |
| 36                                 | 20 | WOODEN FENCE (6' GATE)                                                          | 1                   | AS  |      | \$1,900.00                                | \$1,900.00      |                | \$4,500.00                        | \$4,500.00     |                |
| 37                                 | 21 | TREE GRATE (60" SQUARE) (IRONSMITH) (OCEANFRONT PARK)                           | 4                   | EA  |      | \$10,000.00                               | \$40,000.00     |                | \$18,000.00                       | \$72,000.00    |                |
| 38                                 | 22 | CONCRETE GRAVITY WALL                                                           | 48                  | LF  |      | \$800.00                                  | \$38,400.00     |                | \$600.00                          | \$28,800.00    |                |
| 39                                 | 23 | PEDESTRIAN RAILING (ALUMINUM) (FURNISH AND INSTALL)                             | 86                  | LF  |      | \$225.00                                  | \$19,350.00     |                | \$300.00                          | \$25,800.00    |                |
| ROADWAY ITEMS 1 THRU 39 SUBTOTAL   |    |                                                                                 |                     |     |      |                                           | \$11,460,677.60 |                |                                   | \$9,721,059.25 |                |
| DRAINAGE ITEMS                     |    |                                                                                 |                     |     |      |                                           |                 |                |                                   |                |                |
| 40                                 | 24 | INLET (F&I) (DBI, TYPE F)                                                       | 10                  | EA  |      | \$5,970.00                                | \$59,700.00     |                | \$17,985.00                       | \$179,850.00   |                |
| 41                                 | 24 | INLET (F&I) (DBI, TYPE F, J-BOTTOM)                                             | 1                   | EA  |      | \$16,000.00                               | \$16,000.00     |                | \$22,430.00                       | \$22,430.00    |                |
| 42                                 | 24 | INLETS (F&I) (GUTTER, TYPE V)                                                   | 34                  | EA  |      | \$7,670.00                                | \$260,780.00    |                | \$20,523.00                       | \$697,782.00   |                |
| 43                                 | 24 | INLETS (F&I) (CURB, CITY)                                                       | 37                  | EA  |      | \$9,200.00                                | \$340,400.00    |                | \$18,955.00                       | \$701,335.00   |                |
| 44                                 | 24 | INLETS (F&I) (CURB, TYPE P-6, <10')                                             | 1                   | EA  |      | \$12,300.00                               | \$12,300.00     |                | \$24,895.00                       | \$24,895.00    |                |
| 45                                 | 24 | MANHOLE (F&I) P-7 <10'                                                          | 29                  | EA  |      | \$8,700.00                                | \$252,300.00    |                | \$10,750.00                       | \$311,750.00   |                |
| 46                                 | 24 | MANHOLE (F&I) J-7 >10'                                                          | 18                  | EA  |      | \$14,250.00                               | \$256,500.00    |                | \$19,885.00                       | \$357,930.00   |                |
| 47                                 | 24 | MANHOLE (F&I) J-7 >10' (CONFLICT STRUCTURE)                                     | 1                   | EA  |      | \$17,800.00                               | \$17,800.00     |                | \$24,750.00                       | \$24,750.00    |                |
| 48                                 | 25 | PIPE CULVERT (ROUND 6" PVC) (F&I)                                               | 247                 | LF  |      | \$162.00                                  | \$40,014.00     |                | \$159.00                          | \$39,273.00    |                |
| 49                                 | 25 | PIPE CULVERT (ROUND 15" PVC) (F&I)                                              | 1285                | LF  |      | \$195.00                                  | \$250,575.00    |                | \$254.00                          | \$326,390.00   |                |
| 50                                 | 25 | PIPE CULVERT (ROUND 18" PVC) (F&I)                                              | 3192                | LF  |      | \$200.00                                  | \$638,400.00    |                | \$364.00                          | \$1,161,888.00 |                |
| 51                                 | 25 | PIPE CULVERT (ROUND 24" PVC) (F&I)                                              | 1685                | LF  |      | \$300.00                                  | \$505,500.00    |                | \$447.00                          | \$753,195.00   |                |
| 52                                 | 25 | PIPE CULVERT (ROUND 42" RCP) (F&I)                                              | 688                 | LF  |      | \$400.00                                  | \$275,200.00    |                | \$590.00                          | \$405,920.00   |                |
| 53                                 | 25 | PIPE CULVERT (ROUND 48" RCP) (F&I)                                              | 398                 | LF  |      | \$450.00                                  | \$179,100.00    |                | \$776.00                          | \$308,848.00   |                |
| 54                                 | 25 | PIPE CULVERT (34"x33" ELLIP. RCP) (F&I)                                         | 605                 | LF  |      | \$541.00                                  | \$327,305.00    |                | \$830.00                          | \$502,150.00   |                |
| 55                                 | 25 | PIPE CULVERT (38"x60" ELLIP. RCP) (F&I)                                         | 41                  | LF  |      | \$722.00                                  | \$29,602.00     |                | \$1,120.00                        | \$45,920.00    |                |
| 56                                 | 25 | PIPE CULVERT (43"x68" ELLIP. RCP) (F&I)                                         | 414                 | LF  |      | \$830.00                                  | \$343,620.00    |                | \$1,424.00                        | \$589,536.00   |                |
| DRAINAGE ITEMS 40 THRU 56 SUBTOTAL |    |                                                                                 |                     |     |      |                                           | \$3,805,096.00  |                |                                   | \$6,453,842.00 |                |
| WATER ITEMS                        |    |                                                                                 |                     |     |      |                                           |                 |                |                                   |                |                |
| 57                                 | 26 | 1/2" SAMPLE TAP                                                                 | 18                  | EA  |      | \$900.00                                  | \$16,200.00     |                | \$1,200.00                        | \$21,600.00    |                |
| 58                                 | 26 | SERVICE CONNECTION (1") (SHORT)                                                 | 80                  | EA  |      | \$1,300.00                                | \$104,000.00    |                | \$2,158.00                        | \$172,640.00   |                |
| 59                                 | 26 | SERVICE CONNECTION (1") (LONG)                                                  | 44                  | EA  |      | \$1,350.00                                | \$59,400.00     |                | \$2,650.00                        | \$116,600.00   |                |
| 60                                 | 26 | SERVICE CONNECTION (2") (DOUBLE) (SHORT)                                        | 14                  | EA  |      | \$2,300.00                                | \$32,200.00     |                | \$4,921.00                        | \$68,894.00    |                |
| 61                                 | 26 | SERVICE CONNECTION (2") (DOUBLE) (LONG)                                         | 11                  | EA  |      | \$2,400.00                                | \$26,400.00     |                | \$5,680.00                        | \$62,480.00    |                |
| 62                                 | 26 | 1" SERVICE CONNECTION OFF 2" GANG SERVICE                                       | 68                  | EA  |      | \$575.00                                  | \$39,100.00     |                | \$2,385.00                        | \$162,180.00   |                |
| 63                                 | 26 | 1" SERVICE CONNECTION OFF 2" DOUBLE SERVICE                                     | 72                  | EA  |      | \$725.00                                  | \$52,200.00     |                | \$2,158.00                        | \$155,376.00   |                |
| 64                                 | 26 | 1" SERVICE CONNECTION OFF 4" GANG SERVICE                                       | 46                  | EA  |      | \$900.00                                  | \$41,400.00     |                | \$2,350.00                        | \$108,100.00   |                |
| 65                                 | 26 | 4" GANG SERVICE CONNECTION (SHORT)                                              | 3                   | EA  |      | \$7,400.00                                | \$22,200.00     |                | \$8,150.00                        | \$24,450.00    |                |
| 66                                 | 26 | 4" GANG SERVICE CONNECTION (LONG)                                               | 4                   | EA  |      | \$8,800.00                                | \$35,200.00     |                | \$9,311.00                        | \$37,244.00    |                |
| 67                                 | 26 | 2" GANG SERVICE CONNECTION (SHORT)                                              | 7                   | EA  |      | \$2,500.00                                | \$17,500.00     |                | \$8,468.00                        | \$59,276.00    |                |
| 68                                 | 26 | 2" GANG SERVICE CONNECTION (LONG)                                               | 8                   | EA  |      | \$2,200.00                                | \$17,600.00     |                | \$8,895.00                        | \$71,160.00    |                |
| 69                                 | 27 | 6" FIRE HYDRANT ASSEMBLY REMOVE                                                 | 20                  | EA  |      | \$1,442.00                                | \$28,840.00     |                | \$2,375.00                        | \$47,500.00    |                |
| 70                                 | 28 | 6" FIRE HYDRANT ASSEMBLY (F&I)                                                  | 22                  | EA  |      | \$12,720.00                               | \$279,840.00    |                | \$9,115.00                        | \$200,530.00   |                |
| 71                                 | 29 | 6" FIRE HYDRANT COMPACT ASSEMBLY WITH 90 DEGREE BEND (F&I)                      | 4                   | EA  |      | \$13,030.00                               | \$52,120.00     |                | \$9,300.00                        | \$37,200.00    |                |
| 72                                 | 30 | WM REMOVAL (2")                                                                 | 730                 | LF  |      | \$45.00                                   | \$32,850.00     |                | \$45.00                           | \$32,850.00    |                |
| 73                                 | 30 | WM REMOVAL (3")                                                                 | 130                 | LF  |      | \$45.00                                   | \$5,850.00      |                | \$48.00                           | \$6,240.00     |                |
| 74                                 | 30 | WM REMOVAL (4")                                                                 | 240                 | LF  |      | \$45.00                                   | \$10,800.00     |                | \$50.00                           | \$12,000.00    |                |
| 75                                 | 30 | WM REMOVAL (6")                                                                 | 2860                | LF  |      | \$45.00                                   | \$128,700.00    |                | \$54.00                           | \$154,440.00   |                |
| 76                                 | 30 | WM REMOVAL (8")                                                                 | 3095                | LF  |      | \$45.00                                   | \$139,275.00    |                | \$56.00                           | \$173,320.00   |                |
| 77                                 | 30 | WM REMOVAL (12")                                                                | 990                 | LF  |      | \$45.00                                   | \$44,550.00     |                | \$60.00                           | \$59,400.00    |                |
| 78                                 | 31 | GROUT FILL WM (2")                                                              | 796                 | LF  |      | \$29.00                                   | \$23,084.00     |                | \$18.00                           | \$14,328.00    |                |
| 79                                 | 31 | GROUT FILL WM (6")                                                              | 2643                | LF  |      | \$30.00                                   | \$79,290.00     |                | \$22.00                           | \$58,146.00    |                |
| 80                                 | 31 | GROUT FILL WM (8")                                                              | 940                 | LF  |      | \$31.00                                   | \$29,140.00     |                | \$27.00                           | \$25,380.00    |                |
| 81                                 | 32 | PVC DR 18 WM (4") (F&I)                                                         | 370                 | LF  |      | \$75.00                                   | \$27,750.00     |                | \$250.00                          | \$92,500.00    |                |
| 82                                 | 32 | PVC DR 18 WM (6") (F&I)                                                         | 3690                | LF  |      | \$108.00                                  | \$398,520.00    |                | \$264.00                          | \$974,160.00   |                |
| 83                                 | 32 | PVC DR 18 WM (8") (F&I)                                                         | 3360                | LF  |      | \$110.00                                  | \$369,600.00    |                | \$301.00                          | \$1,011,360.00 |                |
| 84                                 | 32 | PVC DR 18 WM (12") (F&I)                                                        | 3980                | LF  |      | \$180.00                                  | \$716,400.00    |                | \$385.00                          | \$1,532,300.00 |                |
| 85                                 | 32 | PVC SDR 21 WM (3") (F&I)                                                        | 54                  | LF  |      | \$75.00                                   | \$4,050.00      |                | \$244.00                          | \$13,176.00    |                |
| 86                                 | 33 | FPVC DR 18 WM (8") (HORIZONTAL DIRECTIONAL DRILL UNDER SR A1A) (F&I)            | 1236                | LF  |      | \$170.00                                  | \$210,120.00    |                | \$205.00                          | \$253,380.00   |                |
| 87                                 | 33 | FPVC DR 18 WM (12") (HORIZONTAL DIRECTIONAL DRILL UNDER SR A1A) (F&I)           | 258                 | LF  |      | \$220.00                                  | \$56,760.00     |                | \$301.00                          | \$77,658.00    |                |
| 88                                 | 61 | 2" COMBINATION AIR RELIEF VACUUM VALVE (F&I) (WM UNDER SR A1A)                  | 12                  | EA  |      | \$3,900.00                                | \$46,800.00     |                | \$24,000.00                       | \$288,000.00   |                |
| 89                                 | 34 | 3" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  |      | \$230.00                                  | \$460.00        |                | \$850.00                          | \$1,700.00     |                |
| 90                                 | 34 | 4" D.I. MJ CAP RESTRAINED (F&I)                                                 | 28                  | EA  |      | \$190.00                                  | \$5,320.00      |                | \$1,115.00                        | \$31,220.00    |                |
| 91                                 | 34 | 6" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  |      | \$280.00                                  | \$560.00        |                | \$1,240.00                        | \$2,480.00     |                |
| 92                                 | 34 | 8" D.I. MJ CAP RESTRAINED (F&I)                                                 | 2                   | EA  |      | \$350.00                                  | \$700.00        |                | \$1,586.00                        | \$3,172.00     |                |
| 93                                 | 34 | 8" D.I. MJ 11.25 DEGREE BEND RESTRAINED (F&I)                                   | 14                  | EA  |      | \$530.00                                  | \$7,420.00      |                | \$1,831.00                        | \$25,634.00    |                |
| 94                                 | 34 | 12" D.I. MJ 11.25 DEGREE BEND RESTRAINED (F&I)                                  | 8                   | EA  |      | \$650.00                                  | \$5,200.00      |                | \$2,450.00                        | \$19,600.00    |                |
| 95                                 | 34 | 8" D.I. MJ 22.50 DEGREE BEND RESTRAINED (F&I)                                   | 12                  | EA  |      | \$550.00                                  | \$6,600.00      |                | \$1,831.00                        | \$21,972.00    |                |
| 96                                 | 34 | 12" D.I. MJ 22.50 DEGREE BEND RESTRAINED (F&I)                                  | 8                   | EA  |      | \$950.00                                  | \$7,600.00      |                | \$2,450.00                        | \$19,600.00    |                |
| 97                                 | 34 | 6" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                      | 90                  | EA  |      | \$400.00                                  | \$36,000.00     |                | \$1,350.00                        | \$121,500.00   |                |
| 98                                 | 34 | 8" D.I. MJ 45 DEGREE BEND RESTRAINED (F&I)                                      | 140                 | EA  |      | \$950.00                                  | \$133,000.      |                |                                   |                |                |

|                             |     |                                                                           |       |    |              |                                                   |                 |                 |
|-----------------------------|-----|---------------------------------------------------------------------------|-------|----|--------------|---------------------------------------------------|-----------------|-----------------|
| 102                         | 34  | 3" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 4     | EA | \$1,700.00   | \$6,800.00                                        | \$2,950.00      | \$11,800.00     |
| 103                         | 34  | 4" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 20    | EA | \$1,700.00   | \$34,000.00                                       | \$3,768.00      | \$75,360.00     |
| 104                         | 34  | 6" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 64    | EA | \$2,135.00   | \$136,640.00                                      | \$4,570.00      | \$292,480.00    |
| 105                         | 34  | 8" D.I. MJ GATE VALVE RESTRAINED (F&I)                                    | 38    | EA | \$2,890.00   | \$109,820.00                                      | \$5,079.00      | \$193,002.00    |
| 106                         | 34  | 12" D.I. MJ GATE VALVE RESTRAINED (F&I)                                   | 38    | EA | \$5,040.00   | \$191,520.00                                      | \$8,410.00      | \$319,580.00    |
| 107                         | 34  | 12" x 8" TAPPING SLEEVE W/FLG X MJ GATE VALVE RESTRAINED (F&I)            | 11    | EA | \$11,700.00  | \$128,700.00                                      | \$19,630.00     | \$215,930.00    |
| 108                         | 34  | 6" D.I. MJ LINE STOP RESTRAINED (F&I)                                     | 6     | EA | \$11,500.00  | \$69,000.00                                       | \$16,000.00     | \$96,000.00     |
| 109                         | 34  | 8" D.I. MJ LINE STOP RESTRAINED (F&I)                                     | 10    | EA | \$16,100.00  | \$161,000.00                                      | \$18,500.00     | \$185,000.00    |
| 110                         | 34  | 12" D.I. MJ LINE STOP RESTRAINED (F&I)                                    | 10    | EA | \$16,700.00  | \$167,000.00                                      | \$21,000.00     | \$210,000.00    |
| 111                         | 34  | 6" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I)  | 4     | EA | \$15,100.00  | \$60,400.00                                       | \$19,465.00     | \$77,860.00     |
| 112                         | 34  | 8" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I)  | 6     | EA | \$16,800.00  | \$100,800.00                                      | \$21,778.00     | \$130,668.00    |
| 113                         | 34  | 12" INSERTION VALVE HYDRA-STOP INSTA-VALVE PATRIOT 250 (RESTRAINED) (F&I) | 6     | EA | \$26,000.00  | \$156,000.00                                      | \$30,404.00     | \$182,424.00    |
| 114                         | 34  | 3" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 2     | EA | \$5,800.00   | \$11,600.00                                       | \$5,331.00      | \$10,662.00     |
| 115                         | 34  | 4" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 6     | EA | \$5,800.00   | \$34,800.00                                       | \$6,520.00      | \$39,120.00     |
| 116                         | 34  | 6" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 10    | EA | \$5,900.00   | \$59,000.00                                       | \$9,091.00      | \$90,910.00     |
| 117                         | 34  | 8" D.I. MJ SLEEVE RESTRAINED (F&I)                                        | 9     | EA | \$6,100.00   | \$54,900.00                                       | \$12,880.00     | \$115,920.00    |
| 118                         | 34  | 12" D.I. MJ SLEEVE RESTRAINED (F&I)                                       | 5     | EA | \$6,600.00   | \$33,000.00                                       | \$15,766.00     | \$78,830.00     |
| 119                         | 34  | 6" x 6" D.I. MJ TEE RESTRAINED (F&I)                                      | 8     | EA | \$660.00     | \$5,280.00                                        | \$2,100.00      | \$16,800.00     |
| 120                         | 34  | 8" x 4" D.I. MJ TEE RESTRAINED (F&I)                                      | 12    | EA | \$700.00     | \$8,400.00                                        | \$2,629.00      | \$31,548.00     |
| 121                         | 34  | 8" x 6" D.I. MJ TEE RESTRAINED (F&I)                                      | 28    | EA | \$750.00     | \$21,000.00                                       | \$2,701.00      | \$75,628.00     |
| 122                         | 34  | 8" x 8" D.I. MJ TEE RESTRAINED (F&I)                                      | 8     | EA | \$1,240.00   | \$9,920.00                                        | \$2,834.00      | \$22,672.00     |
| 123                         | 34  | 12" x 3" D.I. MJ TEE RESTRAINED (F&I)                                     | 4     | EA | \$1,275.00   | \$5,100.00                                        | \$3,431.00      | \$13,724.00     |
| 124                         | 34  | 12" x 4" D.I. MJ TEE RESTRAINED (F&I)                                     | 12    | EA | \$1,200.00   | \$14,400.00                                       | \$3,550.00      | \$42,600.00     |
| 125                         | 34  | 12" x 6" D.I. MJ TEE RESTRAINED (F&I)                                     | 18    | EA | \$1,170.00   | \$21,060.00                                       | \$3,550.00      | \$63,900.00     |
| 126                         | 34  | 12" x 8" D.I. MJ TEE RESTRAINED (F&I)                                     | 16    | EA | \$1,280.00   | \$20,480.00                                       | \$3,750.00      | \$60,000.00     |
| 127                         | 34  | 12" x 12" D.I. MJ TEE RESTRAINED (F&I)                                    | 8     | EA | \$1,600.00   | \$12,800.00                                       | \$4,250.00      | \$34,000.00     |
| 128                         | 34  | 8" x 6" D.I. MJ REDUCER RESTRAINED (F&I)                                  | 5     | EA | \$500.00     | \$2,500.00                                        | \$1,452.00      | \$7,260.00      |
| 129                         | 34  | 12" x 8" D.I. MJ REDUCER RESTRAINED (F&I)                                 | 4     | EA | \$775.00     | \$3,100.00                                        | \$2,182.00      | \$8,728.00      |
| 130                         | 35  | WATER METER BOX (F&I)                                                     | 306   | EA | \$430.28     | \$131,665.68                                      | \$1,400.00      | \$428,400.00    |
| 131                         | 36  | EXIST. WATER VALVES ADJUST                                                | 10    | EA | \$427.00     | \$4,270.00                                        | \$2,200.00      | \$22,000.00     |
| 132                         | 37  | SHOWER (F&I)                                                              | 2     | AS | \$16,600.00  | \$33,200.00                                       | \$13,770.00     | \$27,540.00     |
| SEWER ITEMS                 |     |                                                                           |       |    |              |                                                   |                 |                 |
|                             |     |                                                                           |       |    |              | WATER ITEMS 57 THRU 132 SUBTOTAL                  | \$5,465,174.68  | \$10,301,976.00 |
| 133                         | 38  | SANITARY SEWER MANHOLE REHABILITATION (TYPE A)                            | 11    | EA | \$21,700.00  | \$238,700.00                                      | \$11,929.00     | \$131,219.00    |
| 134                         | 38  | SANITARY SEWER MANHOLE REHABILITATION (TYPE C)                            | 2     | EA | \$12,500.00  | \$25,000.00                                       | \$11,500.00     | \$23,000.00     |
| 135                         | 39  | SANITARY SEWER MANHOLE FURNISH & INSTALL (TYPE A)                         | 6     | EA | \$16,860.00  | \$101,160.00                                      | \$28,759.00     | \$172,554.00    |
| 136                         | 39  | SANITARY SEWER MANHOLE FURNISH & INSTALL (TYPE C)                         | 10    | EA | \$10,390.00  | \$103,900.00                                      | \$26,000.00     | \$260,000.00    |
| 137                         | 39  | LINE EXIST. MANHOLE WITH SPECTRASHIELD                                    | 1     | EA | \$9,220.00   | \$9,220.00                                        | \$44,500.00     | \$44,500.00     |
| 138                         | 40  | SANITARY SEWER MANHOLE REMOVAL                                            | 14    | EA | \$1,739.00   | \$24,346.00                                       | \$3,682.00      | \$51,548.00     |
| 139                         | 40  | EXIST. SANITARY SEWER MANHOLE ADJUST                                      | 8     | EA | \$7,870.00   | \$62,960.00                                       | \$3,285.00      | \$26,280.00     |
| 140                         | 41  | REMOVE 4" SANITARY SEWER                                                  | 25    | LF | \$30.00      | \$750.00                                          | \$35.00         | \$875.00        |
| 141                         | 41  | REMOVE 6" SANITARY SEWER                                                  | 492   | LF | \$32.00      | \$15,744.00                                       | \$35.00         | \$17,220.00     |
| 142                         | 41  | REMOVE 8" SANITARY SEWER                                                  | 4386  | LF | \$35.00      | \$153,510.00                                      | \$43.00         | \$188,598.00    |
| 143                         | 41  | REMOVE 10" SANITARY SEWER                                                 | 355   | LF | \$37.00      | \$13,135.00                                       | \$45.00         | \$15,975.00     |
| 144                         | 41  | REMOVE 12" SANITARY SEWER                                                 | 67    | LF | \$39.00      | \$2,613.00                                        | \$50.00         | \$3,350.00      |
| 145                         | 41  | PVC SDR 26 (4") FURNISH AND INSTALL SAN. SEWER                            | 25    | LF | \$170.00     | \$4,250.00                                        | \$92.00         | \$2,300.00      |
| 146                         | 41  | PVC SDR 26 (6") FURNISH AND INSTALL SAN. SEWER                            | 492   | LF | \$175.00     | \$86,100.00                                       | \$99.00         | \$48,708.00     |
| 147                         | 41  | PVC SDR 26 (8") FURNISH AND INSTALL SAN. SEWER                            | 4386  | LF | \$130.00     | \$570,180.00                                      | \$250.00        | \$1,096,500.00  |
| 148                         | 41  | PVC SDR 26 (10") FURNISH AND INSTALL SAN. SEWER                           | 355   | LF | \$158.00     | \$56,090.00                                       | \$295.00        | \$104,725.00    |
| 149                         | 41  | PVC SDR 26 (12") FURNISH AND INSTALL SAN. SEWER                           | 67    | LF | \$185.00     | \$12,395.00                                       | \$345.00        | \$23,115.00     |
| 150                         | 42  | SANITARY SEWER SERVICE LATERAL CONNECTIONS (F&I)                          | 178   | EA | \$1,300.00   | \$231,400.00                                      | \$3,850.00      | \$685,300.00    |
| 151                         | 42  | SANITARY SEWER SERVICE LATERAL CONNECTIONS (REMOVE)                       | 178   | EA | \$325.00     | \$57,850.00                                       | \$1,320.00      | \$234,960.00    |
| 152                         | 43  | EXIST. SANITARY SEWER CLEANOUT OR GREASE TRAP (ADJUST)                    | 14    | EA | \$1,400.00   | \$19,600.00                                       | \$4,500.00      | \$63,000.00     |
| 153                         | 44  | CIPP SANITARY SEWER (8")                                                  | 217   | LF | \$838.00     | \$181,846.00                                      | \$385.00        | \$83,545.00     |
|                             |     |                                                                           |       |    |              | SEWER ITEMS 133 THRU 163 SUBTOTAL                 | \$1,970,749.00  | \$3,277,272.00  |
| SIGNING AND MARKING ITEMS   |     |                                                                           |       |    |              |                                                   |                 |                 |
| 154                         | 45  | RAISED PAVEMENT MARKER, TYPE B                                            | 58    | EA | \$11.00      | \$638.00                                          | \$8.50          | \$493.00        |
| 155                         | 46  | THERMOPLASTIC WHITE 6"                                                    | 8895  | LF | \$2.50       | \$22,237.50                                       | \$1.75          | \$15,566.25     |
| 156                         | 46  | THERMOPLASTIC WHITE 12"                                                   | 2787  | LF | \$6.50       | \$18,115.50                                       | \$3.51          | \$9,782.37      |
| 157                         | 46  | THERMOPLASTIC WHITE 24"                                                   | 1995  | LF | \$12.00      | \$23,940.00                                       | \$7.00          | \$13,965.00     |
| 158                         | 46  | THERMOPLASTIC YELLOW 6"                                                   | 2768  | LF | \$2.50       | \$6,920.00                                        | \$1.75          | \$4,844.00      |
| 159                         | 46  | THERMOPLASTIC DOUBLE YELLOW 6"                                            | 7322  | LF | \$5.20       | \$38,074.40                                       | \$3.50          | \$25,627.00     |
| 160                         | 46  | THERMOPLASTIC YELLOW 18"                                                  | 585   | LF | \$10.00      | \$5,850.00                                        | \$5.25          | \$3,071.25      |
| 161                         | 46  | THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"                                  | 312   | LF | \$8.00       | \$2,496.00                                        | \$4.20          | \$1,310.40      |
| 162                         | 47  | THERMOPLASTIC, STANDARD, WHITE, ARROW                                     | 13    | EA | \$240.00     | \$3,120.00                                        | \$350.00        | \$4,550.00      |
| 163                         | 47  | THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL                         | 21    | EA | \$1,100.00   | \$23,100.00                                       | \$350.00        | \$7,350.00      |
| 164                         | 48  | SINGLE POST SIGN, REMOVE                                                  | 42    | EA | \$100.00     | \$4,200.00                                        | \$200.00        | \$8,400.00      |
| 165                         | 49  | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF                           | 78    | EA | \$850.00     | \$66,300.00                                       | \$375.00        | \$29,250.00     |
|                             |     |                                                                           |       |    |              | SIGNING AND MARKING ITEMS 154 THRU 165 SUBTOTAL   | \$214,991.40    | \$124,209.27    |
| LIGHTING / ELECTRICAL ITEMS |     |                                                                           |       |    |              |                                                   |                 |                 |
| 166                         | 50  | LIGHTING CONDUCTORS (#2/0) (F&I)                                          | 4206  | LF | \$35.00      | \$147,210.00                                      | \$24.52         | \$103,131.12    |
| 167                         | 50  | LIGHTING CONDUCTORS (#1 AWG) (F&I)                                        | 2103  | LF | \$10.00      | \$21,030.00                                       | \$7.00          | \$14,721.00     |
| 168                         | 50  | LIGHTING CONDUCTORS (#12) (F&I)                                           | 960   | LF | \$9.50       | \$9,120.00                                        | \$6.50          | \$6,240.00      |
| 169                         | 50  | LIGHTING CONDUIT (2") (F&I)                                               | 2103  | LF | \$45.00      | \$94,635.00                                       | \$32.45         | \$68,242.35     |
| 170                         | 51  | LIGHTING SERVICE CONNECTIONS (TRANSFORMER)                                | 20    | EA | \$2,550.00   | \$51,000.00                                       | \$1,750.00      | \$35,000.00     |
| 171                         | 52  | ELECTRIC SERVICE CONNECTION BOXES (SCB'S) INSTALL                         | 78    | EA | \$2,700.00   | \$210,600.00                                      | \$1,895.00      | \$147,810.00    |
| 172                         | 53  | LIGHT POLE REMOVE                                                         | 15    | EA | \$1,900.00   | \$28,500.00                                       | \$1,295.00      | \$19,425.00     |
| 173                         | 54  | LIGHT POLE RELOCATE                                                       | 42    | EA | \$4,200.00   | \$176,400.00                                      | \$2,595.00      | \$108,990.00    |
| 174                         | 55  | LIGHT POLE FURNISH AND INSTALL                                            | 24    | EA | \$8,500.00   | \$204,000.00                                      | \$5,796.00      | \$139,104.00    |
| 175                         | 56  | ADJUST ELECTRIC VAULT TYPE B (LID PROVIDED BY BES)                        | 17    | EA | \$5,500.00   | \$93,500.00                                       | \$3,383.00      | \$57,511.00     |
| 176                         | 56  | ADJUST ELECTRIC VAULT TYPE DOUBLE TYPE B (LID PROVIDED BY BES)            | 1     | EA | \$9,700.00   | \$9,700.00                                        | \$5,885.00      | \$5,885.00      |
| 177                         | 56  | ADJUST ELECTRIC VAULT TYPE D (LID PROVIDED BY BES)                        | 4     | EA | \$5,900.00   | \$23,600.00                                       | \$3,785.00      | \$15,140.00     |
| 178                         | 56  | ADJUST ELECTRIC VAULT TYPE F (LID PROVIDED BY BES)                        | 10    | EA | \$7,100.00   | \$71,000.00                                       | \$4,375.00      | \$43,750.00     |
| 179                         | 56  | ADJUST ELECTRIC VAULT MANHOLE                                             | 4     | EA | \$29,000.00  | \$116,000.00                                      | \$18,172.00     | \$72,688.00     |
| 180                         | 57  | GAS VALVE COVER ADJUST                                                    | 6     | EA | \$5,290.00   | \$31,740.00                                       | \$1,929.00      | \$11,574.00     |
| 181                         | 58  | FIBER OPTIC MANHOLE / PULLBOX ADJUST                                      | 4     | EA | \$6,650.00   | \$26,600.00                                       | \$5,590.00      | \$22,360.00     |
| 182                         | 58  | TELECOMMUNICATIONS PULLBOX ADJUST                                         | 14    | EA | \$6,170.00   | \$86,380.00                                       | \$4,751.00      | \$66,514.00     |
|                             |     |                                                                           |       |    |              | LIGHTING / ELECTRICAL ITEMS 166 THRU 182 SUBTOTAL | \$1,401,015.00  | \$938,085.47    |
| LANDSCAPING ITEMS           |     |                                                                           |       |    |              |                                                   |                 |                 |
| 183                         | 59  | BERMUDA SOD                                                               | 13493 | SY | \$12.00      | \$161,916.00                                      | \$13.99         | \$188,767.07    |
| 184                         | 59  | ST AUGUSTINE SOD                                                          | 593   | SY | \$19.00      | \$11,267.00                                       | \$19.70         | \$11,682.10     |
| 185                         | 60  | SABAL PALM                                                                | 4     | EA | \$1,320.00   | \$5,280.00                                        | \$750.00        | \$3,000.00      |
|                             |     |                                                                           |       |    |              | LANDSCAPING ITEMS 183 THRU 185 TOTAL              | \$178,463.00    | \$203,449.17    |
|                             |     |                                                                           |       |    |              | SUBTOTAL - ITEMS 1 THRU 185                       | \$24,496,166.68 | \$31,019,893.16 |
| 186                         | N/A | PERFORMANCE AND PAYMENT BID BOND (MAX OF 1.5% OF ITEMS 1 THRU 185)        | 1     | LS | \$373,000.00 |                                                   | \$465,298.40    | \$465,298.40    |
|                             |     |                                                                           |       |    |              | GRAND TOTAL - ITEMS 1 THRU 186                    | \$24,869,166.68 | \$31,485,191.56 |

| CITY COUNCIL AGENDA ITEM |                                       |
|--------------------------|---------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager |
| FROM:                    | Taylor Mobbs, CRA Coordinator         |
| DATE:                    | 05/23/2023                            |
| SUBJECT:                 | Mural on the Seawalk Pavilion         |

#### BACKGROUND

The Downtown Redevelopment District Plan includes the implementation of a public art master plan. Following the establishment of the Public Art Advisory Committee (PAAC), staff began working to implement various projects in the art plan. The PAAC reviewed, discussed, and scored over 60 applicants, and held interviews with 7 finalists. Following the interviews, the PAAC selected Ernesto Maranje to complete the project.

Staff is working with the artist's team to finalize the concept based on feedback and questions from the PAAC and the CRA. The CRA received a formal recommendation from the PAAC at its June 14 Special Called meeting.

The goal for the mural is to activate the space in the Downtown District to engage residents and visitors while being reflective of the beach life brand, and natural elements located in a beach community. The mural concept submitted by Ernesto Maranje features a large wave concept, which is enhanced by the curvature of the pavilion wall, with various animals found in a beach community. The PAAC and CRA requested the artist modify the concept by scaling down the large pelican featured in the center of the mural, and incorporating brighter colors in the mural (similar to the artist's other works found in his portfolio), as well as extending the mural around the edge of the pavilion onto the boardwalk side wall. Staff has relayed this feedback to the artist, and he is currently working on refining the initial concept.

#### FINANCIAL IMPACT

\$50,000 for this mural is included within the FY2023 Art Master Plan project budget in the Downtown Tax Increment Fund.

#### REQUESTED ACTION

Approve/Disapprove the purchase and installation of a mural on the back side of the Seawalk Pavilion by Ernesto Maranje for an amount not to exceed \$50,000

#### ATTACHMENTS

1. Ernesto Maranje

# Seawalk Pavilion – Preferred Candidate

CRA Meeting May 22, 2023

# Ernesto Maranje – Sunrise, FL

- Ernesto Maranje is a Cuban-American artist born in Chicago, Illinois in 1983 and raised in Miami, Florida. Ernesto's work explores flora and fauna, biological evolution, and plant and animal relationships. He renders these ideas with acrylic and spray paint on large-scale murals and canvas. He has painted murals at home and abroad, including countries like Ukraine, Iraq, Jordan, Lebanon, Greece and Spain. Ernesto has also worked on many public art projects with cities, arts and cultural divisions, non-profits and NGOs. His canvas work has been shown in solo and group shows in the U.S. and overseas. Ernesto paints to reveal the past, to anticipate the future, and to discover the relationship of all living things. Through the process of mark making, he works to create forms found in biology. He is especially keen on representing birds, bears, apes, and big cats; namely their various species, their evolution, their habitat, and their relationship to other living things.

-





# PAAC/Staff Comments:

- Design extend full length of wall, and wrap around the corner onto the boardwalk side
- Scale down pelican slightly
- Add brighter elements to brighten overall color palette

# Portfolio:













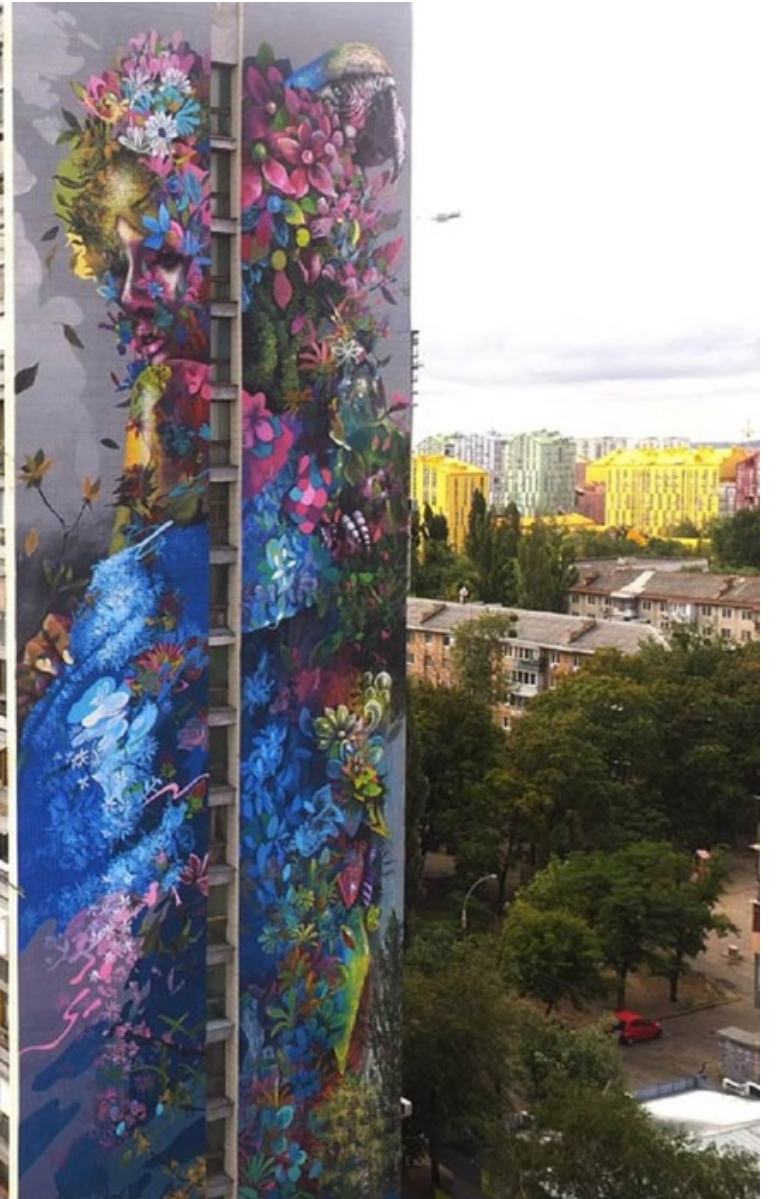












| CITY COUNCIL AGENDA ITEM |                                                                                 |
|--------------------------|---------------------------------------------------------------------------------|
| TO:                      | Mike Staffopoulos, City Manager                                                 |
| FROM:                    | Allen Putnam, Beaches Energy Director                                           |
| DATE:                    | 06/09/2023                                                                      |
| SUBJECT:                 | Bid No. 2203-02 Lawn Care and Landscape Maintenance for Beaches Energy Services |

#### BACKGROUND

Bid No. 2223-02 establishes the specifications for lawn care and landscape maintenance for each of our seventeen substation properties, both active and inactive. The bid requires the contractor to supply all equipment, tools, labor, and supervision necessary to provide weekly maintenance at each substation from April through October, and once every 14 days from October through March. This bid also includes trimming palm trees around Penman Substation and mulch application and irrigation system repairs at these locations.

The contract term is for three years, with an option to renew for up to three additional one-year periods, upon approval of the City Manager.

The solicitation was advertised and we received three responses. Primary, secondary, and tertiary contractors have been designated based on the bid results: Refined Land Inc.; Arazoza Brothers Corp; and Trimac, respectively. The secondary contractor will be utilized if the primary contractor is unable to fulfill the requirements of the contract, or if the primary contract is prematurely terminated. Similarly, the tertiary contractor will be used if the secondary contractor declines the contract or is unable to adequately fulfill the requirements of the contract.

#### FINANCIAL IMPACT

Funding for tree lawn care and landscape maintenance is included in the Beaches Energy Services annual budget.

#### REQUESTED ACTION

Award/Reject Bid No. 2223-02 for Lawn Care and Landscape Maintenance for Beaches Energy Services to Refined Land Inc. (primary), Arazoza Brothers Corp. (secondary), and Trimac (tertiary)

#### ATTACHMENTS

1. b\_Bid\_2223-02 Lawn Care and Landscape Maintenance - 14 Substations
2. f\_Bid\_2223-02 Response Summary
3. g\_Bid\_2223-02 Intent to Award Notification
4. g\_Bid\_2223-02 Bid Tabulation



## *City of Jacksonville Beach*

Purchasing Division: 1460A Shetter Ave., Jacksonville Beach, FL 32250  
Tel: 904-247-6229 Email: [Purchasing@Jaxbchfl.net](mailto:Purchasing@Jaxbchfl.net)



### INVITATION TO BID

|                    |                                                             |
|--------------------|-------------------------------------------------------------|
| <b>Bid Number:</b> | <b>2223-02</b>                                              |
| <b>Bid Title:</b>  | <b>Lawn Care and Landscape Maintenance – 14 Substations</b> |

| Submittal Deadline |                                                  |
|--------------------|--------------------------------------------------|
| <b>Day:</b>        | Wednesday                                        |
| <b>Date:</b>       | <b>April 12, 2023</b>                            |
| <b>Time:</b>       | <b>2:00 P. M.</b>                                |
| <b>Location:</b>   | Purchasing and Procurement                       |
| <b>Address:</b>    | 1460A Shetter Ave., Jacksonville Beach, FL 32250 |

**ANTICIPATED TIME LINE:** The **anticipated** schedule for this Bid is as follows:

|                                |                      |
|--------------------------------|----------------------|
| Bid Advertised                 | 15-March-2023        |
| Deadline to Submit Questions   | 31-March-2023        |
| Addendum (if necessary) Issued | 5-April-2023         |
| <b>Bids Opened</b>             | <b>12-April-2023</b> |



**Bid #: 2223-02**

**Title: LAWN CARE AND LANDSCAPE MAINTENANCE – 14 SUBSTATIONS**

**Overview:** The City of Jacksonville Beach d/b/a Beaches Energy Services is accepting bids from qualified and responsible Bidders to furnish all equipment, tools, labor and supervision necessary for lawn care and maintenance services at 14 electrical substations in the Jacksonville Beach and surrounding area. The Bid requires weekly maintenance at each substation during the months from April through October and once every fourteen (14) days for the months October through March.

**Contract Term:** The contract term will be for continuous services for three years, renewable each year for the following three years. Total contract term will not exceed six years.

**Information to be furnished with Bid:**

1. Bid Unit Price Tender Form
  2. Bid Award Notice Form
  3. Required Disclosure Form
  4. Drug-Free Compliance Form
  5. Non-Collusion Affidavit
  6. Non-Bankruptcy Affidavit
  7. Bidder's Qualifications Parts A through F
  8. Local Business Tax Receipt
  9. W-9
- 
1. Bid submittals are due no later than **2:00 PM on Wednesday April 12, 2023** and will be received at: Purchasing and Procurement Division, 1<sup>st</sup> Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, FL 32250.
  2. Please submit duplicate completed proposal packages in one sealed envelope. Packages received without the requested information or quantities may be rejected.
  3. **Clearly mark the submittal envelope with the Bid Number, Bid Title and Bidder name.**
  4. It is incumbent upon the bidder to ensure that bid package submittals are received by the Purchasing and Procurement Division on time. Submissions received after the due date and time will not be considered.
  5. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable will not be considered.
  6. No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) at least seven (7) days prior to the bid opening date. Interpretation will be in the form of an addendum and issued to all Bidders.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



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# **SECTION: A**

## **BID SPECIFICATIONS**

**BID #:** 2223-02  
**TITLE:** LAWN CARE AND LANDSCAPE MAINTENANCE – 14 SUBSTATIONS

## 1. OVERVIEW

Contractor shall provide all labor, materials, and equipment necessary to provide quality landscape maintenance service for designated areas for the City of Jacksonville Beach d/b/a/ Beaches Energy Services (CITY) as specified within this document.

The locations to be maintained are as follows:

|                   |                    |                  |                                                   |
|-------------------|--------------------|------------------|---------------------------------------------------|
| Substation No. 1  | Sampson            | 2725             | C.R. 210 West, St. Johns, FL                      |
| Substation No. 2  | Ft. Diego          | 158              | N. Roscoe Blvd.                                   |
| Substation No. 3  | Jacksonville Beach | 1111             | 5 <sup>th</sup> Avenue South                      |
| Substation No. 4  | Neptune            | 1000             | Strickland Rd., Neptune Beach, FL                 |
| Substation No. 6  | Seagate            | 2055             | 10 <sup>th</sup> St. North (across from Fletcher) |
| Substation No. 7  | Telephone Co.      | 1756             | 4 <sup>th</sup> St. North (behind Bellsouth)      |
| Substation No. 8  | Water Tower        | 1325             | 11 <sup>th</sup> Avenue North                     |
| Substation No. 9  | Alamo 326          | 3 <sup>rd</sup>  | Avenue North (behind NAPA)                        |
| Substation No. 10 | Penman Rd.         | 12 <sup>th</sup> | Avenue North & Coral Way                          |
| Substation No. 11 | Shopping Center    | 1340             | Shetter Avenue                                    |
| Substation No. 13 | Coastal            | 2202             | South Beach Parkway                               |
| Substation No. 14 | Ponte Vedra        | 460              | Golfview Circle, Ponte Vedra                      |
| Substation No. 15 | Guana              | 5275             | Palm Valley Rd                                    |
| Substation No. 17 | Butler             | 4400             | South Beach Parkway                               |

(Note: Substations 1, 2, 3, 10, 15 and 17 are occupied and energized. All others are de-energized and lots are vacant).

## 2. OBJECTIVE

The objective of this **Invitation to Bid** is to award nonexclusive, continuing service contract(s) for the lawn care and landscape maintenance of the above-listed substations, to the most responsive, responsible bidder, as determined solely by the CITY to be in its best interest.

The CITY may award to a Primary Contractor and a Secondary Contractor. All work will be awarded to the Primary Contractor. The Secondary Contractor will be used if the contract with the Primary Contractor is terminated, or if the City determines that the Primary Contractor cannot adequately cope with the demands of the contract.

## 3. CONTRACT PERIOD

The resulting unit price contract(s) for continuous services will be for an initial term of three years with options to renew each year thereafter for the succeeding three years. Total contract term will not exceed six years.

The effective contract term start date shall be the date of award by the CITY or the date of the Notice to Proceed, whichever is later.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the City Manager and/or the City Council. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective the first day of the fiscal year for which such approval has been denied.

For the protection of both parties, either party giving fourteen (14) calendar days prior notice in writing to the other party may cancel this contract.

The CITY reserves the right to negotiate with the selected Contractor(s) or to rebid. (The CITY will be held harmless if its governmental office is not funded for any subsequent purchase prior to beginning of contract period).

The services outlined shall commence immediately after bid award and contract signing. The services shall be requested on an as-needed basis.

Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:

- i. The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
- ii. The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
- iii. Convenience of the CITY, at anytime after the first ninety (90) days of the initial contract term, or any extension thereof.

#### **4. PRICING**

All Unit Prices bid shall be for the specified services at various substations described herein. Prices bid must include all necessary labor, materials, services, maintenance of traffic, etc. as are usually included in providing lawn care and landscape maintenance as specified herein.

Unit Prices will remain fixed for the first three years. The CITY may provide an increase in Unit Prices for the final three years.

#### **5. QUANTITIES**

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates, to be used for bid comparison purposes only. Specific pavement markings, road striping and thermoplastic services will be ordered as needed.

#### **6. BASIS OF AWARD**

This will be a non-exclusive contract. The CITY intends to award to lowest, responsive responsible bidder. The award will be determined solely by the CITY, with the CITY's best interest being the basis of such award.

## **7. CONTRACT COMPENSATION**

The Contractor shall receive and accept the compensation provided in the ***Unit Price Bid Tender Form***, based on Unit Prices as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the contract, and also in full payment for all loss or damages arising from the nature of the work which may be encountered during the production of the work until the final acceptance by the CITY.

The Unit Prices stated in the ***Unit Price Bid Tender Form*** include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses together with any and all other costs and expenses for performing and completing the work required by the CITY.

## **8. ADDITIONAL SERVICES**

CITY shall pay Contractor for additional services performed over and above the service items listed on the ***Unit Price Bid Tender Form***. These services shall be similar in nature or related in some way to the listed service items. Previously awarded unit prices under this contract, or a reasonable portion thereof, shall be used where possible in determining compensation. Otherwise, a fair negotiated price consistent with the type services requested shall be mutually agreed.

## **9. TERMINATION OF CONTRACT**

The City reserves the right to terminate the contract immediately in the event the Contractor:

- Fails to meet delivery schedules; or fails to perform the work in a timely manner as determined by the CITY.
- Fails to perform the work in a satisfactory manner as determined by the CITY.
- Defaults in the payment of any fees; or
- Otherwise fails to perform in accordance with this contract; or
- Becomes insolvent and/or files for protection under bankruptcy laws.

The CITY reserves the right to terminate the contract for convenience at anytime after the first ninety days (90) of the contract term. Such termination is in addition to and not in lieu of any other remedies that the City may have in law or equity. The Contractor, in submitting this proposal, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

## **10. MOWING REQUIREMENTS**

- A. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that endures smooth surface appearance without scalping or leaving any missed



- uncut grass.
- B. Rotary mowers are to be used on both St. Augustine and Bahia grass.
  - C. All mowers must be adjustable and adjusted to the proper cutting height and level for the type of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
  - D. All mower blades are to be maintained in a sharpened state to provide for even cut without tearing of grass blades.
  - E. All litter and debris is to be removed from turf prior to mowing.
  - F. The Contractor shall exercise care in mowing in order to avoid damage to trees, shrubs, ground cover beds, sod berms, sprinkler heads, valves, manifolds, time clocks, curbs or other facilities.
  - G. Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed. No clippings or other landscape debris shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) or be allowed to enter into any body of water. Blowing of grass clippings into hedges, shrub beds or roadway will not be permitted. Failure to follow these requirements may result in contract termination.
  - H. Mowing may not occur in any area when weather conditions will result in damaged turf or uneven cutting. If damage occurs under these circumstances, turf will be replaced at the Contractor's expense.
  - I. St. Augustine and Bahia grass shall not be mowed lower than three (3) inches in height. Cut heights should be set to remove half (1/2) of the blade height not to exceed three quarter (3/4) of the blade height with an average maintained height of three (3) to four (4) inches.

## **11. MOWING FREQUENCIES**

Mowing frequencies shall be:

April 1 through September 30 -- once every seven (7) days

October 1 through March 31 -- once every fourteen (14) days

## **12. SHRUB AND HEDGE CARE**

- A. Shrubs shall be maintained in a healthy, growing correct color condition in the shape and area specified or a specifically directed by City Contact Supervisor.
- B. Contractor shall prune and trim all shrubs and hedges which include, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have shrubs appear orderly and neat at all times. All hedges and shrubs should be maintained at a height not to exceed 24" from top of pavement within sight triangles.
- C. All pruning and trimming will be accomplished in accordance with standard practices including the use of sharp cutters and not hedge shears for pruning. Machetes shall not be permitted for any operation.

## **13. LINE TRIMMING AND EDGING**

- A. Line Trimming: Grass shall be trimmed during or as an immediate operation following mowing. Line trimming may be accomplished by hand or hand powered shears or rotary nylon “fish line” cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Contractor shall use special care when line trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath, and when line trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.
- B. Edging: Mechanical edging of all turf edges abutting sidewalks and flushed paved surface, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas or as directed by the City contact Supervisor. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (whether edging rather than line trimming is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line.
- C. Dirt and debris produced by edging or line trimming will be removed and swept or blown from adjacent hard surfaces during or as an immediate operation following the mowing.
- D. Chemical Edging: Chemical application may be used as an alternative to mechanical edging to kill weeds and trim in and around areas such as planters, areas adjacent to buildings, trees, fence lines and cement medians. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches.
- E. Contractor is responsible for replacement of all damaged sod and plant material at Contractor’s cost and the CITY shall not be financially responsible for replacement of sod damaged by Contractor. If sod replacement is not complete within one week of written notification, the CITY may replace and deduct the cost of replacement from the next monthly payment application.

#### **14. LINE TRIMMING AND EDGING FREQUENCIES**

Edging and line trimming is to be done every time area is mowed.

#### **15. WEED CONTROL – LANDSCAPE MAINTENANCE WEED CONTROL**

- A. Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover or flower beds on the same frequency as edging and line trimming as stated in Line Trimming and Edging Frequencies section.
- B. Weeds are to be mechanically or chemically removed from walkways, walkway and curb and gutter expansion joints and along fence lines and cement medians with every mowing.
- C. Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses with written permission.

#### **16. TURF FERTILIZATION**

- A. Fertilization for all turf areas should be completed so as to provide one (1) pound of actual

nitrogen per 1,000 square feet of lawn area, for each application specified.

- B. St. Augustine and Bahia turf fertilization shall be three (3) times per year in October, March and July.
- C. Disease control on turf and shrub areas will be by identification and diagnosis and application of appropriate fungicide or bactericide as needed upon written authorization of the City.

#### **17. SHRUB AND GROUND COVER FERTILIZATION**

Shrub and ground cover fertilization shall be performed with 10-10-10 mixture with microelements at the rate of three quarter (3/4) pound of fertilizer per 100 square feet of shrub area. Fertilization will take place three (3) times per year in October, March and July.

#### **18. LITTER AND DEBRIS CONTROL**

- A. Litter removal from turf areas and plant beds and designated right-of-way areas shall be completed prior to each mowing operation on the same day.
- B. Litter is to be removed entirely from the sites and disposed of in accordance with City of Jacksonville Beach Ordinances, at Contractor's expense, and no dumping on City property shall be permitted.
- C. CITY retains the right to request debris removal upon finding by CITY staff that such services are necessary.

#### **19. TREE CARE**

- A. Palm tree trimming will be at the request of the Contact City Supervisor.
- B. All debris and fallen limbs will be picked up the same day as mowing.

#### **20. PEST CONTROL**

It is the Contractor's responsibility to insure that all pest problems such as chinch bugs, mole crickets, weeds and disease problems are controlled. Pest control applications must be made with approved pesticides for turf by a licensed applicator. If Contractor does not have a Pesticide License, the Contractor must use a licensed pesticide company to apply pesticide applications.

#### **21. DAMAGES**

- A. Contractor shall repair or replace any landscape, irrigation or other structures damaged by Contractor during maintenance operations. In the vent that the Contractor fails to repair damages or replace damaged items, the CITY reserves the right to repair the damage to the satisfaction of the CITY, and back-charge the Contractor the CITY's cost for all labor and materials required to complete the repairs.
- B. Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the CITY. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the

Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the CITY at no additional cost to the CITY. In the event of damage to public and/or private property, the Contractor shall immediately contact the Contact City Supervisor by telephone and inform the appropriate staff member about the location and extent of damages.

## **22. WEATHER**

Contractor must meet schedule regardless of weather conditions. Contractor can request an extension of time by reaching a mutual agreement with the Contact City Supervisor.

## **23. SCHEDULE AND REPORTS**

- A. Contractor shall provide a schedule of activities to the Contact City Supervisor prior to the execution of any work.
- B. The Contractor shall provide a weekly report of work completed describing the date work as completed, the work performed and any repairs or damages noted. No payment will be made unless all reports are provided.

## **24. LICENSES, PERMITS AND RECORD KEEPING**

The Contractor shall obtain all permits for the applicable Substations and by all other applicable laws, regulations, rules and permits. Contractor shall maintain all records of material placement, monitoring and other items required by all applicable laws, regulations, rules and permits. Contractor shall prepare and submit all reports required. Contractor shall also maintain a file of such items and make this file available for inspection by the CITY.

Damages, penalties and or fines imposed on the CITY or the Contractor for failure to obtain the required licenses, permits or fines shall be borne by the Contractor irrespective of any fault on the part of the CITY.

The Contractor will also be required at the time of Contract execution, to have a local business tax receipt.

## **25. ASSIGNMENT OF CONTRACT**

This contract may not be assigned in whole or in part.

## **26. ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing services under this contract shall conform to all relevant OHSA, State, County and CITY regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contact City Supervisor.

## **27. CLEAN UP**

Upon completion of any portion of the work, Contractor shall remove at their own expense from the property, all temporary structures, equipment and surplus materials not required.

## **28. OTHER CONSIDERATIONS**

The Contractor shall comply with all Federal, State and Local rules and regulations when conducting operations pursuant to this contract. Contractor shall maintain files and records of all citations and violations of any laws, statutes, ordinances or regulations in the ownership, title, maintenance or operating of the equipment and such files and records shall be available upon reasonable notice for review by the CITY. If the Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

## **29. MINIMUM QUALIFICATIONS OF BIDDING FIRM(S)**

- A. A local office (Duval, St. Johns, Baker, or Nassau County) in which the work will be done.
- B. Current local staff, working directly for the firm, with the capability of performing all the services outlined above promptly and within the specified time requested by the CITY on each service order request.
- C. Demonstrated capability, past experience, and expertise in providing these types of services.
- D. Current Local Business Tax Receipt.

## **30. REQUIRED BID SUBMITTAL ITEMS – QUALIFICATIONS**

- A. Provide a list of at least 5 references for commercial lawn care and landscape maintenance work.(See Form 7: Part C)
- B. Bidder's Resume' detailing experience in commercial landscape.(See Form 7 Part B)
- C. Bidder's Equipment List. (See From 7 Part D)
- D. Proposed Maintenance Program. (See Form 7 Part E)
- E. **Local Business Tax Receipt / Contractor license(s)**. Attach copies to bid submittal.
- F. **W-9 Form**. Attach completed and signed form, which can be obtained from [www.irs.gov](http://www.irs.gov) .

## **31. REQUIRED BID SUBMITTAL ITEMS - PRICE SUBMITTAL**

- A. Interested bidders are required to submit a quotation of proposed Unit Prices, which shall remain stable and be utilized during the initial term of the contract. Bidding firms are required to submit Unit Prices with the bids on the attached ***Unit Price Bid Tender Form***. The bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the opening of bids. The bidder understands that the CITY reserves the right to:
  - 1) Reject all bids and waive informalities in the bid.
  - 2) Award the total base bid to the lowest, qualified bidder, or award each bid item to its lowest, qualified bidder, or award any combination in between, which is in the best interests of the CITY.
- B. Bidders must provide a Unit Price on each bid item listed. All price entries on the ***Unit Price***

***Bid Tender Form*** must be clearly written in figures using ink.

- C. The CITY reserves the sole right to reject bids in which the prices are obviously unbalanced. **The proposed Unit Prices submitted on the *Unit Price Bid Tender Form* shall remain in effect through the full initial three (3) year term.**
- D. The Contractor and / or the CITY may initiate adjustments to the current Unit Prices during contract term extension discussions. The basis for these adjustments shall be - the not seasonally adjusted *Consumer Price Index (CPI) for All Urban Consumers, Area: South – Size Class B/C, Item: Services* - published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor publication if discontinued. The CITY reserves the right, at its sole discretion, to utilize a different approach and will receive comments from the CONTRACTOR accordingly.
- E. The Unit Prices, subject to negotiations, may be increased / decreased in a percentage not to exceed 100% of the CPI change (with a goal of no more than 75%), since the initial term Unit Prices or previous adjustment of Unit Prices, whichever is applicable. The computations for the price adjustment may be based on the CPI change for the intervening period. The CITY reserves the right, at its sole discretion, to determine the length of the period to be utilized for the CPI adjustment consideration and will receive comments from the Contractor accordingly. The request for Unit Price adjustment is to be submitted not later than sixty (60) days prior to the end of the current contract term.
- F. The CITY may also consider a unique request for price adjustment based on unusually high increase or decrease in service costs. If considered warranted by the CITY, a fuel cost adjustment request, an increase or decrease, may be negotiated separately, when mutually agreed.
- G. The Unit Price adjustments shall be negotiated and agreed in writing by both parties. Unit Price adjustment(s) shall be effective on the first full month after both the CITY and the Contractor sign the Unit Price adjustment agreement document or as stated in the Unit Price adjustment agreement, whichever is later.

**32. NONEXCLUSIVE**

Notwithstanding the contract resulting from this bid, the CITY reserves the right to follow its normal purchasing procedures at anytime to procure additional services for any of the types of work noted in this bid.



# **SECTION: B**

## **GENERAL PROVISIONS**

## 1.1 INSTRUCTIONS TO BIDDERS

- **Specifications** that are **explicit** to this particular **Invitation to Bid 2223-02** are at **Section A: Bid Specifications**, which begins on page 5.
- Bidders must provide the following, completely filled out, appropriately executed, and timely submitted as the minimal bid package:
  - **Form 1: Unit Price Bid Tender Form** (4 pages),
  - **Forms 2, 3, 4, 5 & 6,**
  - **Form 7: Parts A through E**
  - **Local Business Tax Receipt and W-9**

The CITY will evaluate submittals based on the criteria set forth in this package. Fees may be requested as part of the package. However, if fees are requested, the CITY reserves the right, at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services. Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any bid at the CITY's sole discretion.

## 1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of bids for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should advertise for Bids, the contract resulting from this Bid shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess Bids, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. Contract Termination. Subject to a fourteen (14) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
  - 1) The Contractor fails to perform the work in a satisfactory manner as determined by the CITY.
  - 2) The Contractor fails to perform the work in a timely manner as determined by the CITY.

- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all bids, in whole or in part, and to accept the bid that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be bid separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

### 1.3 ADDITIONAL INFORMATION

The information in this Invitation To Bid (ITB) package is provided to facilitate bids. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Jason Phitides, Purchasing Administrator in the Purchasing and Procurement Division at (904) 247-6229.

### 1.4 ADDENDUM TO THE BID

If any addendum(s) are issued to this bid, a good faith attempt will be made to deliver a copy to each of those bidders, who, according to the records of the Purchasing and Procurement Division previously requested a copy of this bid. However, prior to submitting a bid, it shall be the responsibility of the bidder to contact the City's Purchasing and Procurement Division (904-247-6229) to determine if any addendum(s) were issued and if so, to obtain such addendum(s) for attachment to, and consideration with, the bid. Bidders should either acknowledge receipt of such addendum(s) on their bid, or attach such addendum(s) to their bid.

### 1.5 USE OF BID RESPONSE FORMS

All bids must include the completed Unit Price Bid Tender Form provided in this package, and all questions must be answered. Bids will not be accepted where the Unit Price Bid Tender Form has been retyped or altered by the bidder. Failure to comply shall preclude consideration of the bid. Supplemental information may be attached to the Unit Price Bid Tender Form.

## **1.6 DEVIATIONS FROM REQUESTED PLAN**

The contract terms and conditions stipulated in this bid are those required by the CITY. Bidders are required to submit their bid, which comply with the requested services. Any deviations from the services requested should be clearly noted.

## **1.7 CONFLICT WITH SPECIMEN CONTRACTS**

Unless specifically noted to the contrary as a deviation from the bid, the submission of the Bidder's specimen contract with a bid submittal shall not constitute notice of the Bidder's intent to deviate from the bid in a restrictive manner. Unless specifically noted otherwise, the attachment of the Bidder's specimen contract shall be deemed to be an offer in at least full compliance with the bid, and the Bidder expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the bid. That is, submission of a Bidder's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the bid or a broadening of terms and conditions to the benefit of the CITY beyond that required by the bid.

## **1.8 ERRORS IN SUBMITTALS**

Bidders shall fully inform themselves as to the conditions, requirements and specifications before submitting the bid. Failure to do so will be at the Bidder's own risk, and a Bidder cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Bidder.

## **1.9 LEGAL AND REGULATORY COMPLIANCE**

The Bidder must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, @ Chapter 119, Florida Statutes.

## **1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE**

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

## **1.11 WAIVER/REJECTION OF BIDS**

The CITY reserves the right to waive formalities or informalities in bids and to reject any or all bids or portions of bids, or to accept any bids or portions of bids deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Bidder.

## **1.12 AUTHORIZED OFFER**

The person submitting the bid should indicate the extent of authorization by the Company to make a valid offer in the bid summary that may be accepted by the CITY to form a valid and binding contract. If the person submitting the bid is not authorized to submit a bid that can be bound by CITY acceptance,

such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY' s acceptance.

### **1.13 EVALUATION OF BIDS**

The CITY will evaluate each bid based on all the criteria set forth in the bid. Fees may be requested as part of the bid package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

### **1.14 USE OF BID BY OTHER AGENCIES**

It is hereby made a part of this ITB that the submission of any bid response to the advertisement request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the awarded Vendor(s), the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the Vendor(s) to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this ITB and subsequent contract award.

### **1.15 PUBLIC ENTITY CRIMES STATEMENT**

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 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 a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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.

### **1.16 CONFLICT OF INTEREST CERTIFICATE**

Under no circumstances should any prospective Bidder or any person or persons acting for or on behalf of the said prospective Bidder, seek to influence or gain the support of any member of the City Council or the City Staff favorable to the interest of any prospective Bidder or seek to influence or gain the support of any member of the City Council or City Staff against the interest of any prospective Bidder. Any such activities shall result in the exclusion of the prospective Bidder from consideration by the CITY.

### **1.17 DISCRIMINATION CLAUSE**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide 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 award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **1.18 SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY**

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Owner; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The Owner reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the Owner that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this agreement.

#### **1.19 WARRANTY**

The successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

#### **1.20 PERFORMANCE AND PAYMENT BONDS (NOT REQUIRED)**

- A. Simultaneously with his delivery of the executed contract to the CITY, a Bidder, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in



which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

- B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period. **(NOT REQUIRED.)**

### 1.21.1 INSURANCE REQUIREMENTS

#### A. DEFINITIONS

**The City:** The City, the City Council, Officers, employees, volunteers, representatives and agents.

**Other Party Defined:** Name of other person or company, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, Contractors and sub-contractors.

#### B. GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

#### C. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

#### **D. INSURANCE REQUIREMENTS:**

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The Contractor and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The Contractor and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

|          |                  |             |                 |
|----------|------------------|-------------|-----------------|
| Amounts: | Bodily Injury:   | \$1,000,000 | Each Occurrence |
|          |                  | \$1,000,000 | Aggregate       |
|          | Property Damage: | \$1,000,000 | Each Occurrence |
|          |                  | \$1,000,000 | Aggregate       |

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount: \$1,000,000 aggregate

**Business Auto Liability Coverage is required for Contractor and all subcontractors.**

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

|          |                  |             |                 |
|----------|------------------|-------------|-----------------|
| Amounts: | Bodily Injury:   | \$1,000,000 | Each Occurrence |
|          |                  | \$1,000,000 | Aggregate       |
|          | Property Damage: | \$1,000,000 | Each Occurrence |
|          |                  | \$1,000,000 | Aggregate       |

**Professional Liability is Required**

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

|                      |             |                            |
|----------------------|-------------|----------------------------|
| Limits of Liability: | \$1,000,000 | Each Pollution Event Limit |
|                      | \$1,000,000 | Aggregate Policy Limit     |

**Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

|                      |             |                 |
|----------------------|-------------|-----------------|
| Limits of Liability: | \$1,000,000 | Each Occurrence |
|                      | \$1,000,000 | Aggregate       |

**Claims Made Coverage – No Gap**

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

**E. CERTIFICATES OF INSURANCE OF CONTRACTOR AND SUBCONTRACTORS.**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

#### **1.22 INDEMNIFICATION REQUIREMENT**

The CITY shall require the following or similar indemnification paragraphs to be made part of the contract as entered into with the successful Bidder.

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The CITY shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide the contract services resulting in malpractice, or errors or omissions liability arising out of performance under this contract, unless such claims are a result of the CITY's own negligence.

#### **1.23 BANKRUPTCY**

No firm will be issued a contract for the work, where in a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years.

#### **1.24 DRUG FREE WORKPLACE COMPLIANCE FORM**

Attached is a Drug Free Workplace Compliance Form. All submitted bids must include this form executed by the proper representative of your company. **(See attached Form 4).**

**SECTION: C**

**BID TENDER**

**FORMS**

**FORM 1: UNIT PRICE BID TENDER FORM** (Page 1 of 4)

**BID #: 2223-02 Lawn Care and Landscape Maintenance – 14 Substations**

**Proposal of:** \_\_\_\_\_  
(Bidder Company Name)

PLEASE PROVIDE BID PRICES FOR THE FOLLOWING ITEMS:

Item 1: Lawn Care and maintenance for all 14 Substations. Provide a total price **PER MONTH**.

Item 2: Palm tree trimming. Provide a price **PER TREE**.

Item 3: Irrigation repair. Provide a labor price **PER HOUR**.

Item 4: Mulch application. Provide a price **PER CUBIC YARD**.

Item 1: Lawn Care and Maintenance at 14 Electrical Substations – price per month \$ \_\_\_\_\_

Item 2: Palm Tree trimming cost per tree (approximately 36 trees) \$ \_\_\_\_\_

Item 3: Irrigation Repair. Labor price per hour. \$ \_\_\_\_\_

Item 4: Mulch Application per cubic yard (approximately 45 cubic yards) \$ \_\_\_\_\_

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to their full satisfaction examined the attached Scope of Work, Specifications and General Provisions, technical specifications, and Bid Tender Forms and Bidder has read all addenda issued.
3. Bidder has made a full examination of the sites and is familiar with the site conditions that may impact its performance.



**FORM 1: UNIT PRICE BID TENDER FORM** (Page 2 of 4)

**BID #: 2223-02 Lawn Care and Landscape Maintenance – 14 Substations**

4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) provide Certificate(s) of Insurance as such document(s) will be required prior to execution of a Contract.
5. Bidder understands that the contract time starts on the date of execution of contract by the Mayor.
6. Bidder furthermore agrees that, in case of failure on their part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another Bidder and the check, bond, or other security accompanying their bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Bidder shall be responsible for all permitting fees should the scope of work require any permit.
9. The City reserves the right to select and include one or more alternates in the Project and work.
10. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.
11. Bidder acknowledges the ADDENDA NO(S).\_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.
12. The following officer, director or agent of the Bidder is also an employee of the City of Jacksonville Beach:  
  
Name:\_\_\_\_\_ Address:\_\_\_\_\_
13. The following employee(s) of the City of Jacksonville Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:  
  
Name:\_\_\_\_\_ Address:\_\_\_\_\_
14. By signing and submitting this Bid, Bidder represents that all Bid Tender Forms are fully complete and accurate.
15. Bidder acknowledges that the Bid may be rejected if all Bid Tender Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

**FORM 1: UNIT PRICE BID TENDER FORM** (Page 3 of 4)

**BID #: 2223-02 Lawn Care and Landscape Maintenance – 14 Substations**

16. By signing below Bidder agrees the price(s) are firm and guaranteed for the first three years of this bid.

Bidder Company Name: \_\_\_\_\_

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

City & State: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

BIDDER:

\_\_\_\_\_  
Signature of Official authorized to bind Bidder

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

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

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

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

**FORM 1: UNIT PRICE BID TENDER FORM**

(Page 4 of 4)

**BID #: 2223-02 Lawn Care and Landscape Maintenance – 14 Substations**

The Bidder understands that the CITY reserves the right to reject all bids and waive informalities in the bids.

**ADDENDA RECEIPT VERIFICATION**

Bidder shall acknowledge receipt of all addenda, if any, to the Invitation to Bid, by filling in Addenda Numbers and dates below.

|                   |              |  |                   |              |
|-------------------|--------------|--|-------------------|--------------|
| Addendum #: _____ | Dated: _____ |  | Addendum #: _____ | Dated: _____ |
| Addendum #: _____ | Dated: _____ |  | Addendum #: _____ | Dated: _____ |

**BID DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Bid Submittal Package in response to this Invitation To Bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

| INITIAL<br>Check-Off | FORM | SECTION TITLE                                                                                                    |
|----------------------|------|------------------------------------------------------------------------------------------------------------------|
| [ _____ ]            | 1    | BID TENDER FORM (completed Pages 26 - 29)                                                                        |
| [ _____ ]            | 2    | BID AWARD NOTICE FORM –Cover Sheet (completed Page 30)                                                           |
| [ _____ ]            | 3    | REQUIRED DISCLOSURE FORM (completed Page 31)                                                                     |
| [ _____ ]            | 4    | DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 32)                                                          |
| [ _____ ]            | 5    | NONCOLLUSION AFFIDAVIT (completed Page 33)                                                                       |
| [ _____ ]            | 6    | NON-BANKRUPTCY AFFIDAVIT (completed page 34)                                                                     |
| [ _____ ]            | 7    | BIDDER’S QUALIFICATIONS Part A: Pesticide License or Pesticide Contractor (page 35)                              |
| [ _____ ]            | 7    | BIDDER’S QUALIFICATIONS Part B: Bidder’s Resume (page 36)                                                        |
| [ _____ ]            | 7    | BIDDER’S QUALIFICATIONS Part C: List of Similar References (page 37)                                             |
| [ _____ ]            | 7    | BIDDER’S QUALIFICATIONS Part D: Equipment List (page 38)                                                         |
| [ _____ ]            | 7    | BIDDER’S QUALIFICATIONS Part E: Proposed Maintenance Program (page 39)                                           |
| [ _____ ]            |      | Local Business Tax Receipt                                                                                       |
| [ _____ ]            |      | W-9 (attach completed and signed form, which can be obtained from <a href="http://www.irs.gov">www.irs.gov</a> ) |

**NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Bid Tender Form and/or is required by the ITB and/or Addenda.**

FORM 2: BID AWARD NOTICE FORM

*City of Jacksonville Beach*

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

Cover Sheet

**NOTICE:** Items 1 to 6 are to be completed by the Bidder. The Bidder to submit the form to the CITY along with the Bid Tender Form and other required documents.

- 1. Company Name: \_\_\_\_\_
- 2. Address Name: \_\_\_\_\_
- 3. City, State and Zip \_\_\_\_\_
- 4. Attention: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
\*\*\*\*\*

Bids were received and evaluated, and the following recommendation will be presented to the City Manager and/or City Council for award of **Bid No. 2223-02** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the Bidder of the Bid/RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded bid or combination of Bid Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH  
Property and Procurement Division



## FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature



**FORM 5: NONCOLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of \_\_\_\_\_ the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, in the State of \_\_\_\_\_, County of \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

**FORM 6: NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ is an officer and member of the firm of  
\_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2223-02**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
(Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary's Printed Name

\_\_\_\_\_  
Expiration of Notary's Commission

Affix Seal Here:

**FORM 7: BIDDER'S QUALIFICATIONS** (page 1 of 5)

**PART A: PESTICIDE APPLICATION SERVICES**

***ATTACH PESTICIDE LICENSE OR PROVIDE INFORMATION ON COMPANY TO BE USED FOR PESTICIDE APPLICATIONS***

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

Contact Name: \_\_\_\_\_

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

City, State and Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

|                |                                                                                               |
|----------------|-----------------------------------------------------------------------------------------------|
| <b>FORM 7:</b> | <b>BIDDER’S QUALIFICATIONS</b> (page 2 of 5)                                                  |
| <b>PART B:</b> | <b>Bidder’s Resume detailing experience in commercial lawn care and landscape maintenance</b> |

**FORM 7: BIDDER’S QUALIFICATIONS** (page 3 of 5)

**PART C: List of Similar References**

**Reference No. 1** - Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Provide Date & Describe Work Completed: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 2** - Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Provide Date & Describe Work Completed: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 3** - Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Provide Date & Describe Work Completed: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 4** - Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Provide Date & Describe Work Completed: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 5** - Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Provide Date & Describe Work Completed: \_\_\_\_\_

\_\_\_\_\_

**Use additional page(s) if necessary**







Beaches Energy Services  
Response Summary  
Bid No. 2223-02 Lawn Care and Landscape Maintenance - 14 Substations  
Form

| Vendor                 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Local Buss. |     |             | Notes |
|------------------------|---|---|---|---|---|---|---|-------------|-----|-------------|-------|
|                        |   |   |   |   |   |   |   | Tax Receipt | W-9 | Addendum #1 |       |
| Arazoza Brothers Corp. | x | x | x | x | x | x | a | x           | x   | x           |       |
| Refined Land Inc.      | x | x | b | x | x | x | x | x           | x   | c           |       |
| Trimac                 | x | x | d | x | d | d | a | e           | x   | c           |       |

Notes:

**a** - Partial information provided - did not use City forms.

**b** - Form not signed

**c** - Not acknowledged

**d** - Form not completed

**e** - Not provided

*This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.*

### NOTICE OF INTENT TO SUBMIT BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: April 21, 2023

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 22223-02 Lawn Care and Landscape Maintenance - 14 Substations**

Recommendation will be presented to the City Manager for award of Bid #2223-02 Lawn Care and Landscape Maintenance - 14 Substations to the following Primary, Secondary and Tertiary contractors:

The Secondary Contractor will be used if the Primary Contractor is unable to adequately perform, or if the primary contract is prematurely terminated. Similarly, the Tertiary Contractor will be used if the Secondary declined the contract or was unable to adequately perform.

Following is the bid tabulation:

|                                                                             | Primary           | Secondary              | Tertiary    |
|-----------------------------------------------------------------------------|-------------------|------------------------|-------------|
|                                                                             | Refined Land Inc. | Arazoza Brothers Corp. | Trimac      |
| 1. Lawn Care and Maintenance at 14 Electrical Substations – price per month | \$ 3,780.00       | \$ 5,539.00            | \$ 6,856.00 |
| 2. Palm Tree trimming cost per tree (approximately 36 trees)                | \$ 35.00          | \$ 45.00               | \$ 40.00    |
| 3. Irrigation Repair. Labor price per hour.                                 | \$ 75.00          | \$ 65.00               | \$ 65.00    |
| 4. Mulch Application per cubic yard (approximately 45 cubic yards)          | \$ 75.00          | \$ 59.00               | \$ 65.00    |

In accordance with the procedures set forth in Section XII K. of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Bid Award Notice from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



Beaches Energy Services  
 Bid Tabuation Sheet  
 Bid No. 2223-02 Lawn Care and Landscape Maintenance - 14 Substations

|                                                                             | <b>Arazoza Brothers Corp.</b> | <b>Refined Land Inc.</b> | <b>Trimac</b> |
|-----------------------------------------------------------------------------|-------------------------------|--------------------------|---------------|
| 1. Lawn Care and Maintenance at 14 Electrical Substations – price per month | \$ 5,539.00                   | \$ 3,780.00              | \$ 6,856.00   |
| 2. Palm Tree trimming cost per tree (approximately 36 trees)                | \$ 45.00                      | \$ 35.00                 | \$ 40.00      |
| 3. Irrigation Repair. Labor price per hour.                                 | \$ 65.00                      | \$ 75.00                 | \$ 65.00      |
| 4. Mulch Application per cubic yard (approximately 45 cubic yards)          | \$ 59.00                      | \$ 75.00                 | \$ 65.00      |
|                                                                             |                               |                          |               |



| CITY COUNCIL AGENDA ITEM |                                        |
|--------------------------|----------------------------------------|
| TO:                      | Mike Staffopoulos, City Manager        |
| FROM:                    | Allen Putnam, Director Beaches Energy  |
| DATE:                    | 06/26/2023                             |
| SUBJECT:                 | Purchase of a New 45-foot Bucket Truck |

#### BACKGROUND

On May 17, 2023, a Beaches Energy Services employee operating a bucket truck noticed smoke emerging from the cabin vents. All crew members immediately exited the vehicle and within minutes the entire vehicle was engulfed in flames. No one was injured; however, the truck was declared a total loss. The cause of the fire was not determined.

The vehicle was a 2019 45-foot bucket truck that, at the time of the incident had been in use for approximately 4,107 hours and 28,698 miles. The City's insurance carrier has issued payment in the amount of \$124,732 for the loss of the truck. An additional claim is pending for ancillary tools worth \$76,000.

Beaches Energy Services is seeking authorization to purchase a replacement vehicle from Ring Power utilizing a piggyback agreement (RFP-130-20-KM) through the City of Tallahassee's Fleet Management Department. The new vehicle is a 2023 45-foot bucket truck and is expected to be delivered in the 4<sup>th</sup> quarter of calendar year 2023. The cost of the new vehicle is \$185,258, which includes no additional equipment or tools.

#### FINANCIAL IMPACT

The insurance proceeds of \$124,732 will be used to offset the cost of the replacement truck; the remaining amount of \$60,526 will come from the Electric Fund operating reserves. The budgets for insurance proceeds and account #410-12-1205-531-64-564001 will be adjusted at yearend.

#### REQUESTED ACTION

Approve/Disapprove the purchase of a 45-foot bucket truck from Ring Power in an amount not to exceed \$185,258

#### ATTACHMENTS

1. Ring Power Quote



## Quotation

Page 1 of 6

Ring Power Corporation  
500 World Commerce Parkway  
St. Augustine, FL 32092

Jared Feagin  
Cell – (904) 649-3653

06/21/2023

Quote Number: 1780378146-2

### Beaches Energy

| Qty. | Description |
|------|-------------|
|------|-------------|

|   |                                |
|---|--------------------------------|
| 1 | <b>Terex LT40 Bucket Truck</b> |
|---|--------------------------------|

Working height of 45.6 ft (13.8 m) with end mount platform.

Unit will be mounted behind the cab.

Design Criteria:

- \* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:

- \* Individual control levers are located in an accessible location on the turntable.

Lower Boom:

- \* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

- \* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:

- \* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:

- \* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

- \* A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase

per ANSI/SIA A92.2-2015

Hydraulic System:

- \* Full pressure open center hydraulic system.

- \* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

- \* All metallic components of the complete aerial device are powder coat white.

**Qty. Description**

- \* The fiberglass upper boom, boom inserts, platforms and covers are white.
- \* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- \* Warning decals provided with unit.

Pedestal.

8-Gallon Hydraulic Oil Reservoir.

- \* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.
- \* Return filter and oil eyes.
- \* A ball type shut off valve.

A boom rest with a ratchet type tie down strap is provided.

Platform 24" x 30" x 42", End Mounted.

- \* Includes one (1) outside access step with slip-resistant surface.

A safety harness with lanyard is provided for fall arrest.

A padded saddle rest provides platform support during road travel.

Insulated Platform Liner For 24" x 30" x 42" Platform:

- \* Tested at 50 KV AC.

Vinyl Platform Cover For 24" x 30" Platform:

- \* Waterproof with internal elastic cord around edge.

Auxiliary Let Down for use with Open Center Hydraulics:

- \* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
- \* Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: "Control-Plus" single stick controller.

- \* Enable lever must be actuated before operation.
- \* Rated capacity of 400 lbs.

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

Mounting Kit:

- \* Behind cab mount for use with torsion bars.

Pump for systems requiring 3 to 5 gallons per minute:

- \* Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.



| Qty. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | Terex Base Chassis Controller:<br>* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.<br>* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.<br>* Programmable settings allow installer to customize/select options need for their application.<br>* Screw terminal-type connections and enclosure to cover connections.<br>* Recommended for Class 5 chassis<br>* Can be used on Class 6 and above chassis with limited outputs (no more than two (2)). |

**BODY:**

**Body Dimensions:**

Body Length: 108 Inches  
Body Height: 40 Inches  
Body Width: 94 Inches  
Chassis CA: 60 Inches  
Compartment Height: 40 Inches  
Compartment Depth: 18 Inches  
Load Space Width: 58 Inches  
Top of Body to Top of Floor Dimension: 24 Inches  
Horizontal Compartment Height: 18 Inches

**Body Materials:**

Main Body Material: 16 ga Galvanneal  
Compartment Tops Material: 13 ga 4-Way Treadplate  
Wheel Panels Material: 14 ga Galvanneal  
Front Bulkhead Material – Bolt On / Installed: 14 ga Galvanneal  
Shelving Material: 18 ga Galvanized  
Shelving Mounting Style: Adjustable on DUAL Unistrut

**Door Materials:**

Door Type: Standard. Double Panel  
Inner Door Material: 18 ga Galvanneal  
Outer Door Material: 18 ga Galvanneal  
Door Hinge Style: Stainless Steel Rod & Socket  
Door Rod Material: 5/16" Stainless Steel  
Vertical Door Holder Option: Chain  
Horizontal Door Holder Option: Chain  
- Horizontal doors to drop down to 45 degrees  
Latch Type: Single Point Rotary (Stainless)

Lock Type: Keyed Alike  
- Wrap Around Striker with Rounded Corners

**Other Door Details:**

- Customer Etched Logo Latch

**Floor and Understructure:**

- Cut out in bed area floor for customer supplied aerial/digger  
- 12 gauge hot rolled treadplate - Floor  
- 6 inch structural steel channel full frame

- Qty. Description**
- Wrapper PN# 48417 4 Insert In Frame.
  - Two (2) D - Ring tie downs 4 I /2" dia. mounted in bed are floor -curbside I 0-40 ZN

**Accessories:**

- Automotive Bulb Weatherstripping (PN# 30132) (Installed)
- Master Door Lock, Hook and Loop System on Both Sides with Two (2) Spring Loaded Door Handles
- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)

**Paint:**

- Finish paint single stage Taffeta White
- Paint interior of chock holders black
- Apply Black Grip Deck to:
  - Bed and Tailshelf Floor
  - Bed Walls
  - Inside of the Front Bulkhead
  - Compartment Tops

**Streetside Compartmentation**

**1st Vertical:**

30" Wide x 40" High x 18" Deep

- Two (2) adjustable shelves each with divider slots on 2" centers installed on Uni-strut each shelf will have Five (5) adjustable dividers.

**Horizontal Compartment:**

54" Wide x 18" High x 18" Deep

- Open compartment.

**Rear Vertical:**

24" Wide x 40" High x 18" Deep

- Two (2) adjustable shelves each with divider slots on 2" centers installed on Uni-strut each shelf will have four (4) adjustable dividers.

**Hotstick Shelf:**

108 Inch long shelf installed on the streetside with a rear dropdown access door.

- Stainless Steel automotive rotary type door latch

Stud mounted latches have hidden fasteners inside the door.

Striker installed in door frame for maximum opening.

Stud mounted automotive style latches have interior plastic latch covers.

- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded comers.

**Curbside Compartmentation**

**1st Vertical:**

30" Wide x 40" High x 18" Deep

- Five (5) locking swivel I /2" carriage boll material hooks installed at top 1-3-1 installed on Uni-strut for height adjustment

**Horizontal Compartment:**

54" Wide x 18" High x 18" Deep

- Eight (8) Adjustable dividers installed in compartment bottom

| Qty. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <b>Rear Vertical:</b><br>24" Wide x 18" High x 18" Deep<br>- Five (5) locking swivel 1/2" carriage bolt material hooks installed at top 1-3-1 installed on Uni-strut for height adjustment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|      | <b>Tailshelf:</b><br>- 12 Ga. treadplate tailshelf 36 inches long X 94 inches wide<br>- Full side and rear skirts to bottom of body - 12 gauge galvalume SMOOT/I.<br>- Reinforce tailshelf for Pintle hook mounting and tow hooks<br>- One protection ring for push button installed on light bar,<br>- Two (2) 3/4" round stock tow chain loops welded to tailshelf<br>- Install 3/16" plate under lightbar 1/2" from streetside side skirt<br>Side Access approx. 25-1/2" Wide in curbside tailshelf<br>Gripstrut access steps to bed area with<br>12 gauge galvalume risers and side kickplates,<br>One (1) cable type access step under the side access steps. (Ship loose)<br>- To have a 1/4" x 4" flat added to bottom of step for mounting cable step |
|      | <b>Bumper:</b><br>- Recessed 2-section bumper 10" long X body width with gripstrut top                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|      | <b>Tailboard:</b><br>- Removable composite tailboard 6" high X full width of bed area installed at rear of load space.<br>- Includes pins and lanyards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|      | <b>Tailshelf Rear Lighting:</b><br>- 94" Wide 7-Lamp light bar installed at rear of tailshelf<br>- Rubber mounted recessed rear lighting kit with harness - ship loose<br>- Two (2) stop/tail/turn lights - Peterson Brand M826R-7 LED<br>- Two (2) clear back up lights - Peterson Brand M826C-7 LED<br>- Two (2) front clearance lights reflector style- Peterson brand M 173A L.E.D<br>- Two (2) side clearance lights reflector style- Peterson brand M 173R L.E.D<br>- Two (2) rear clearance lights reflector style - Peterson brand M 173R L.E.D<br>- Three (3) light center cluster reflector Style - Peterson brand M 173R L.E.D<br>- 7-Lamp light wiring harness.                                                                                   |
|      | <b>Wheel Chock Storage:</b><br>- Two chock holders built into fender panel on curbside                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|      | <b>Grab Handles:</b><br>- Two (2) Mini 6 7/8" OD wide pool type grab handle for installing on top of tailshelf.<br>- One (1) at side access and one (1) on SS of tailshelf at rear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|      | <b>Chassis:</b><br>2023 Ford F550 Crew Cab 4x4 60CA<br>Powerstroke 6.7L V8 Intercooled Turbo Diesel Engine<br>TorqShift 10 Speed Automatic Transmission w/ Overdrive<br>Transmission PTO Provision<br>Front 40-20-40 Split Bench Seat<br>Firm Ride Suspension<br>Black Bumpers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Qty. Description**

**Non-stock Added Items:**

15K Front Winch  
2400-Watt Power Inverter Installed with GFI  
Ground Cable  
Back-up Camera  
Ladders Storage on Streetside  
Storage Containers on Curbside

**Sale Price: \$185,258.00**  
**Freight & Delivery Not Included.**

**Notes:**

1. Freight & Delivery Included from Factory to Jacksonville Beach, FL.
2. Prices exclude any applicable taxes or license fees.
3. Availability: Q4 2023. Subject to change.
4. Terms: Net due upon receipt
5. Quote valid for 30 days.

**Accepted by:**

\_\_\_\_\_

**PO Number:** \_\_\_\_\_

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

**Account Manager – Jared Feagin**

| CITY COUNCIL AGENDA ITEM |                                                       |
|--------------------------|-------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                 |
| FROM:                    | Allen Putnam, Director of Beaches Energy Services     |
| DATE:                    | 05/18/2023                                            |
| SUBJECT:                 | RFQ No. 02-2223 Fiber Optic and Network Drop Services |

#### BACKGROUND

The City of Jacksonville Beach and Beaches Energy Services are ready to take the next step forward in modernization. In order to do so, communication ability needs to be enhanced. The first step in doing so is to harden and expand the City's fiber optic system between campuses, to high elevation points that will be used for radios, and down to the network drops themselves to improve our network speed.

RFQ No. 02-2223 for Fiber Optic and Network Drop Services was advertised on March 22, 2023 and closed on April 19, 2023; one response was received from Tietjen Technologies. To review RFQ No. 02-2223 in its entirety, click [here](#).

The resulting continuing services contract will be for a one-year term with an option to renew for four additional one-year periods, for a total contract length not to exceed five years. Separate purchase orders will be issued for each assigned project. Each purchase order will be subject to scope of services, development, and fee negotiation for each specific project.

Award of this contract to Tietjen Technologies provides the City with a vital resource to merge the three fiber optic systems into one, map connections to help with troubleshooting, and expand the fiber optic system to key areas to prepare for future implementation of the Field Area Network.

#### FINANCIAL IMPACT

This project is included in the FY23 Capital Improvement Plan budget titled as "BES/City Communication Infrastructure." Funds will be spent from the following account: 410-12-1203-531-63-563000. Because this will be a continuing services contract, other City departments may utilize the vendor for budgeted maintenance or repair projects. No budget modification is required.

#### REQUESTED ACTION

Award/Reject RFQ No. 02-2223 to Tietjen Technologies for Fiber Optic and Network Drop Services and authorize the Mayor and City Manager to execute the final contract

#### ATTACHMENTS

1. Notice of Intent to Submit RFQ for Approval and Award by City Council
2. Contract Agreement for Fiber Optic and Network Drop Services

City of  
Jacksonville Beach  
Property and  
Procurement Division  
1460A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6229  
Email: [purchasing@jaxbchfl.net](mailto:purchasing@jaxbchfl.net)  
[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

*This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.*

## NOTICE OF INTENT TO SUBMIT RFQ FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: May 16, 2023  
From: Luis F. Flores, Property and Procurement Officer  
RE: **RFQ No. 02-2223**

Recommendation will be presented to the City Manager for:

RFQ Number: 02-2223  
Title: Fiber Optic and Network Drop Services

Award to: ***Tietjen Technologies, Inc.***

Attached is the Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Submit RFQ for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



| Criteria 1 - Project Team Qualifications (20 Points) |          |          |          |             |
|------------------------------------------------------|----------|----------|----------|-------------|
| VENDOR                                               | Member 1 | Member 2 | Member 3 | SCORE       |
| Tietjen Technologies, Inc.                           | 18       | 18       | 20       | 18.66666667 |

| Criteria 2 - Experience and Capability (40 points) |          |          |          |             |
|----------------------------------------------------|----------|----------|----------|-------------|
| VENDOR                                             | Member 1 | Member 2 | Member 3 | SCORE       |
| Tietjen Technologies, Inc.                         | 35       | 40       | 40       | 38.33333333 |

| Criteria - 3 References (20 points) |          |          |          |       |
|-------------------------------------|----------|----------|----------|-------|
| VENDOR                              | Member 1 | Member 2 | Member 3 | SCORE |
| Tietjen Technologies, Inc.          | 20       | 20       | 20       | 20    |

| Criteria - 4 Location of Firm (20 points) |          |          |          |       |
|-------------------------------------------|----------|----------|----------|-------|
| VENDOR                                    | Member 1 | Member 2 | Member 3 | SCORE |
| Tietjen Technologies, Inc.                | 20       | 20       | 20       | 20    |

| VENDOR                     | SCORE | Rank |
|----------------------------|-------|------|
| Tietjen Technologies, Inc. | 97    | 1    |



CONTRACT AGREEMENT FOR RFQ 02-2223  
City of Jacksonville Beach d/b/a Beaches Energy Services  
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**  
CONTRACTOR: **Tietjen Technologies, Inc.**  
Term: 1 year  
End Date: **July 17, 2024**

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## **AGREEMENT FOR FIBER OPTIC AND NETWORK DROP SERVICES**

THIS AGREEMENT is made and entered into on **July 17, 2023** by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, d/b/a Beaches Energy Services ("the CITY"), and Tietjen Technologies, Inc. ("CONTRACTOR").

### **WITNESSETH:**

The CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **Article 1. Scope of Services**

CONTRACTOR shall provide services to the CITY as specified or indicated in the Contract Documents, which include RFQ No. 02-2223 and CONTRACTOR's response to the RFQ, and/or on projects as designated by CITY. The work is generally described as follows:

**RFQ No. 02-2223 Fiber Optic and Network Drop Services  
for a period of one year from the effective date of this Agreement  
with the option to renew for four additional one-year periods.**

Individual Purchase Orders will be issued for each project assigned under this Agreement. All services shall be performed in accordance with and pursuant to a purchase order or task order which will be issued to CONTRACTOR for the given scope of work assignment as determined by and designated by the CITY.

#### **Article 2. CITY's Responsibility**

Access to Work Area: The CITY shall provide CONTRACTOR access to all areas in which services are to be performed.

#### **Article 3. Contract Term**

This Agreement shall be effective **July 17, 2023**, and will continue in effect through **July 17, 2024**, unless earlier terminated subject to the terms and conditions of this Agreement ("Initial Term"). Subject to the sole discretion of the CITY, the same terms and conditions of this Agreement may be renewed for four additional one-year terms, for a maximum contract term of five years. For any renewal period, the option to renew shall be exercised no sooner than 90 days prior to the expiration of the current term and shall be effective solely for the one-year term next succeeding the current term. The option City shall provide written notice of such intent to renew to CONTRACTOR.

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**Article 4. Nonexclusive Contract**

Nothing herein is intended nor shall be construed to create an exclusive arrangement with CONTRACTOR. This Agreement shall not restrict the CITY from acquiring similar, equal, or like goods and/or services from other entities or sources. There is no guaranteed amount of work.

**Article 5. Rates, Billing, and Payment to CONTRACTOR**

CONTRACTOR agrees to provide services as described in the Contract Documents and **RFQ No. 02-2223** and to comply with the terms therein.

- 5.1 The CITY shall pay CONTRACTOR for the services based on the following rates:
- A. Hourly Labor Rate for Technician .....\$80.00
  - B. Hourly Labor Rate for Helper .....\$70.00
  - C. Percentage (%) Mark-up Over Cost for Materials and Parts.....20%
- 5.2 *For Basic Services:* The CITY shall pay CONTRACTOR for Contractual Services performed or furnished under **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services**. The rates shall be in accordance with paragraph 5.1.
- 5.3 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services**, CONTRACTOR will, upon written request from the CITY, provide all other additional services normally falling within the services offered by CONTRACTOR. In advance of performance of additional services, the CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.
- 5.4 *Invoices.*
- A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices, as deemed acceptable to the CITY Finance Department, and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10<sup>th</sup> of the month for services rendered in the previous month.
  - B. *Payment of Invoices:* Invoices are due and payable within 45 days of receipt unless disputed.
  - C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- 5.5 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.
- 5.6 *Records of CONTRACTOR's cost:* Records of CONTRACTOR's cost pertinent to CONTRACTOR's compensation under this Agreement shall be kept in accordance with

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generally accepted accounting practices. Upon the CITY's request, copies of such records will be made available by CONTRACTOR to the CITY, at no cost to the CITY.

#### **Article 6. Times for Rendering Services**

- 6.1 CONTRACTOR's services and compensation under this Agreement have been agreed to in anticipation of the orderly and contiguous progress of a project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, CONTRACTOR's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services and in accordance with standard industry practices.
- 6.2 For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

#### **Article 7. Standards of Performance**

- 7.1 The standard of care for CONTRACTOR and related services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar circumstances at the same time and in the same locality. If, during the one year period following completion or termination of the services under the applicable purchase order, it is shown there is an error in the services caused solely by CONTRACTOR's failure to meet such standards, and the CITY has notified CONTRACTOR in writing of any such error within 30 calendar days after discovery thereof within said warranty period, CONTRACTOR shall re-perform, at no additional cost to CITY such services within the original scope of services as may be necessary to remedy such error.
- 7.2 CONTRACTOR shall be responsible for the technical accuracy of services and documents resulting therefrom, and the CITY shall not be responsible for discovering or identifying deficiencies therein. CONTRACTOR shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in information furnished by the CITY.
- 7.3 CONTRACTOR shall perform or furnish CONTRACTOR and related services in all phases of a project under this Agreement. CONTRACTOR shall serve as the CITY's prime professional for the project. CONTRACTOR may, however, employ subcontractors as necessary to assist CONTRACTOR in the performance or furnishing of services, provided the subcontractor is approved in advance in writing by the CITY. CONTRACTOR shall be solely responsible for the quality of work produced by subcontractor.
- 7.4 CONTRACTOR and the CITY shall comply with applicable laws, regulations, and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date and includes **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services**. Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR's scope of work, times of performance, or compensation. The CONTRACTOR shall maintain all necessary licenses, permits, or other authorizations

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necessary to act as CONTRACTOR for the CITY until the CONTRACTOR's duties have been fully satisfied.

- 7.5 The CITY shall be responsible for, and CONTRACTOR may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to CONTRACTOR pursuant to this Agreement. CONTRACTOR may use such requirements, programs, instructions, reports, data, and other information in performing or furnishing services under this Agreement.
- 7.6 The CITY shall make decisions and carry out other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONTRACTOR.
- 7.7 CONTRACTOR shall at all times be responsible for the acts or omissions of CONTRACTOR's employees, subcontractors, and agents working on behalf of CONTRACTOR; at no time shall CONTRACTOR be responsible for the acts or omissions of the CITY's agents or employees.

**Article 8. CONTRACTOR as Independent Contractor**

It is expressly agreed and understood that CONTRACTOR is in all respects, an independent contractor as to the work and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish the work shall be the responsibility of CONTRACTOR.

**Article 9. Ownership and Use of Documents**

All drawings, specifications, and copies thereof shall remain the property of CONTRACTOR until final payment by the CITY, at which time the drawings and specifications shall become the property of the CITY. CONTRACTOR shall submit to the CITY, upon completion of a Project, two sets of final drawings and specification, and one set of electronic files in AutoCAD. The CITY shall hold CONTRACTOR harmless from any future use of the drawings and specifications.

**Article 10. Subcontracting**

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through CONTRACTOR, and subcontractors will be dealt with as workers and representatives of CONTRACTOR.

**Article 11. Authorized Project Representatives**

Contemporaneous with the execution of each Purchase Order, CONTRACTOR and the CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of the CITY under this Agreement.

CONTRACT AGREEMENT FOR RFQ 02-2223  
City of Jacksonville Beach d/b/a Beaches Energy Services  
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**  
CONTRACTOR: **Tietjen Technologies, Inc.**  
Term: 1 year  
End Date: **July 17, 2024**

Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the work on behalf of each respective party.

#### **Article 12. Right to Require Performance**

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

#### **Article 13. Extraordinary Occurrences**

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or CONTRACTOR. CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

#### **Article 14. Insurance**

- 14.1 *Payment on Behalf of the CITY:* CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered the CITY's exclusive remedy.
- 14.2 *Loss Control/Safety:* Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations, and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 14.3 *Proof of Carriage of Insurance & Including CITY as Additional Insured.* CONTRACTOR shall furnish the CITY with reasonably satisfactory proof of evidence of insurance required herein. CONTRACTOR shall name the City of Jacksonville Beach as additional insured on CONTRACTOR's, and any subcontractor's, Public Liability, Property Damage, and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses caused by the work performed by CONTRACTOR or its subcontractor(s). The evidence of insurance shall be required prior to commencement of any work under this Agreement.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. CONTRACTOR acknowledges that such stoppage will not shift

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responsibility for any damages from CONTRACTOR to the CITY. The CITY may order work to be stopped if the required insurances are not secured and in effect.

14.4 *Insurance Requirements:*

- A. Basic Coverages Required: During the term of this Agreement, CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverages specifically waived by the CITY. All policies and insurers must be reasonably acceptable to the CITY.

These insurance requirements shall not be construed to be sufficient to protect CONTRACTOR from liability while providing services under this Agreement. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR's interests or liabilities.

All insurers must carry a current A M Best rating of at least A-.

- B. Workers Compensation Coverage is **required**.

CONTRACTOR and all subcontractors shall purchase and maintain workers' compensation insurance for all workers compensation obligations imposed by state law with employer's liability limits of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

- C. General Liability Coverage is required for CONTRACTOR and all subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims caused by premises, operations, contractual liability, independent contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**.

Coverage C, medical payments **is not required**.

Amounts:      Bodily Injury:  
                     \$1,000,000      each occurrence  
                     \$1,000,000      aggregate

Property Damage:  
\$1,000,000      each occurrence  
\$1,000,000      aggregate

- D. Products and Completed Operations are required for CONTRACTOR and all subcontractors.

Amount: \$1,000,000 aggregate

- E. Business Auto Liability Coverage is required for CONTRACTOR and all subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage caused by the ownership, maintenance, or use of any vehicle, including owned, non-owned, hired vehicles, and employee non-ownership use.

Amounts: Bodily Injury:  
\$1,000,000 each occurrence  
\$1,000,000 aggregate

Property Damage:  
\$1,000,000 each occurrence  
\$1,000,000 aggregate

- F. Professional Liability is required for CONTRACTOR and all subcontractors.

Amounts: \$1,000,000 per claim and in the aggregate

- G. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but Excess Liability equivalent may be allowed. Whichever type of coverage is provided shall not be more restrictive than the underlying insurance policy coverage.

Limits of liability: \$1,000,000 each occurrence  
\$1,000,000 aggregate

- H. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall be maintained for a period of 36 months following completion of the contract or a tail shall be purchased covering the discovery and reporting of claims for 36 months after the completion of the contract. In the event of termination of a Claims Made Policy, extended coverage may be provided by agreement that extended discovery coverage of 36 months will be purchased from the expiring insurer, or by agreement that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.



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I. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 calendar days in advance of cancellation or non-renewal.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, CONTRACTOR shall furnish complete copies of CONTRACTOR's or subcontractor's insurance policies, forms, and endorsements.

For Commercial General Liability coverage, CONTRACTOR shall, at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractor(s) approved by the CITY shall be required to provide proof of insurance identical in amounts as required by CONTRACTOR to perform related services. All coverages shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

- J. The CITY shall be included as an additional insured with respect to CONTRACTOR's insurance coverages required herein except Workers' Compensation/Employer's Liability and Professional Liability.

CONTRACTOR shall contractually require its sub-consultants to be adequately insured to the limits prescribed above. The CITY will not pay for increased limits of insurance for sub-consultants.

CONTRACTOR shall provide to the CITY certificates of insurance.

The CITY waives all rights against CONTRACTOR and its officers, directors, agents, or employees for damage covered by property insurance or self-insurance during and after the completion of CONTRACTOR's services. A provision similar to this shall be incorporated into all other contracts entered into by the CITY for work related to the services, and all CITY's contractors and consultants shall be required to provide waivers of subrogation in favor of the CITY and CONTRACTOR for damage or liability covered by any of the CITY's contractor's or consultant's policies of insurance. CONTRACTOR shall be indemnified, defended, and held harmless, as well as added as Additional Insured, on any other contracts entered into by the CITY for work related to the services, in the same manner, and to the same extent, as the CITY.

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**Article 15. Termination**

The obligation to provide further professional services under this Agreement may be terminated:

- 15.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice, and such failure remains uncured for 30 days upon receipt of written notice of such failure, in the event of substantial failure by the other party to perform in accordance with the terms hereof or any purchase order or provisions of the Contract Documents through no fault of the terminating party.
- 15.2 *For convenience.* By the CITY, effective upon the delivery of written notice to CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

**Article 16. Indemnification and Hold Harmless**

- 16.1 *General Indemnity.* To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of CONTRACTOR, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, CONTRACTORs, employees, and CONTRACTOR's consultants, agents, and CONTRACTORs in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be the CITY's exclusive remedy.
- 16.2 *Copyright and Intellectual Property Rights.* At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend, and hold the CITY and its affiliates and their respective directors, officers, employees, and CONTRACTORs and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, the CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with the CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon the CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to the CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then the CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for the CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable

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functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) the CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by the CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

16.3 *Waiver of Consequential Damages.* In no event and under no circumstances shall CONTRACTOR be liable to CITY for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

16.4 *Limitation of Liability.* CONTRACTOR's liability to the CITY for all damages, no matter the legal theory asserted, connected with the services performed under each task order shall be limited to the lesser of: i) one times (1x) the amount actually paid by the CITY to CONTRACTOR for the services performed under that specific task order out of which the damages arose; or ii) \$1,000,000.

#### **Article 17. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the Agent for Notice page and given personally, or by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon date of receipt.

#### **Article 18. Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **Article 19. Severability**

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **Article 20. Waiver**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CONTRACT AGREEMENT FOR RFQ 02-2223  
City of Jacksonville Beach d/b/a Beaches Energy Services  
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**  
CONTRACTOR: **Tietjen Technologies, Inc.**  
Term: 1 year  
End Date: **July 17, 2024**

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**Article 21. Contract Documents**

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

- A. **This Agreement for Fiber Optic and Network Drop Services (16 pages inclusive)**
- B. **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services.**
- C. **Attachment B: Bid Proposal Packet** submitted by CONTRACTOR in response to Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services.

There are no Contract Documents other than those listed above in this Article 23. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

**Article 22. Governing Law and Dispute Resolution**

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue shall be in Duval County, Florida. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

The parties agree to meet and confer to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to exercising their individual rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

**Article 23. General Terms**

The CITY is a government agency, therefore, the CITY is exempt from any sales tax. The CITY, however, agrees to reimburse CONTRACTOR for any other taxes, duties, or other fees that CONTRACTOR may be required to pay when performing services or producing material on behalf of the CITY.

It is agreed that all materials and information furnished to CONTRACTOR by the CITY or to the CITY by CONTRACTOR shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

**Article 24. Complete Agreement**

This Agreement constitutes the entire and complete agreement between the CITY and CONTRACTOR and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written agreement signed by both parties.

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**Article 25. Maintenance of Records and Right to Audit**

25.1 CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the final payment or termination of this Agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the final payment or termination of this Agreement. If an auditor employed by the CITY determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CITY, the CITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY.

25.2 *Right to Audit*

A. Availability of Records. The records of the parties to this Agreement relating to a Work Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by the CITY to substantiate charges related to this Agreement (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by the CITY's representative and/or agents of the CITY. All records shall be kept for five years after Final Completion. Notwithstanding anything to the contrary herein, in no event shall the CITY be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers, nor shall it be entitled to audit any rates, charges, costs, hours worked, or expenses related to work performed on a lump sum or fixed price basis.

B. PUBLIC RECORDS LAW CHAPTER 119, FLORIDA STATUTES:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET,**

---

**JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6210, EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET.**

CONTRACTOR shall comply with public records laws of Florida, specifically to:

- 1) Keep and maintain public records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**Article 26. Public Entities Crimes (§287.133, Florida Statutes)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from COUNTY's competitive procurement activities.

CONTRACT AGREEMENT FOR RFQ 02-2223  
City of Jacksonville Beach d/b/a Beaches Energy Services  
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**  
CONTRACTOR: **Tietjen Technologies, Inc.**  
Term: 1 year  
End Date: **July 17, 2024**

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In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

**Article 27. E-Verify/Authorized Worker Status.**

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK  
[SIGNATURES ON THE FOLLOWING PAGE]**



CONTRACT AGREEMENT FOR RFQ 02-2223  
City of Jacksonville Beach d/b/a Beaches Energy Services  
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**  
CONTRACTOR: **Tietjen Technologies, Inc.**  
Term: 1 year  
End Date: **July 17, 2024**

IN WITNESS WHEREOF, this Agreement was made and entered into as of the last signature date shown below and has an Effective Date of **July 17, 2023** (Article 3).

**CITY OF JACKSONVILLE BEACH, FLORIDA**

ATTEST:

Sign: \_\_\_\_\_  
Print: Sheri Gosselin  
Title: City Clerk  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Christine H. Hoffman  
Title: Mayor  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Sandra Robinson, City Attorney

Sign: \_\_\_\_\_  
Print: Michael J. Staffopoulos  
Title: City Manager  
Date: \_\_\_\_\_

**TIETJEN TECHNOLOGIES, INC.**

Sign: \_\_\_\_\_  
Print: Ian Tietjen  
Title: President  
Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by IAN TIETJEN, PRESIDENT of TIETJEN TECHNOLOGIES, INC., a Florida Profit Corporation, on behalf of the corporation, who is: ☐ personally known to me; or ☐ has produced \_\_\_\_\_ [type of identification] as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

CONTRACT AGREEMENT FOR RFQ 02-2223  
City of Jacksonville Beach d/b/a Beaches Energy Services  
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**  
CONTRACTOR: **Tietjen Technologies, Inc.**  
Term: 1 year  
End Date: **July 17, 2024**

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**AGENT FOR NOTICE**

**CITY OF JACKSONVILLE BEACH, FL:**

Address for Giving Notices:

City of Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative:

Name: Allen Putnam

Title: Director, Beaches Energy Services

Phone Number: (904) 247-6281

**TIETJEN TECHNOLOGIES, INC.:**

Address for Giving Notices:

51 West Seventh Street

Atlantic Beach, FL 32233

Designated Representative:

Name: Ian Tietjen

Title: President

Phone Number: (904) 270-0070

| CITY COUNCIL AGENDA ITEM |                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                                   |
| FROM:                    | Heather Ireland, Planning and Development                                                               |
| DATE:                    | 06/13/2023                                                                                              |
| SUBJECT:                 | Ordinance No. 2023-8199 BEAM Rezoning Application from Industrial: I-1 to Planned Unit Development: PUD |

### BACKGROUND

In December of 2022, staff met with the owners of the existing BEAM thrift store located on Shetter Avenue. The owners were seeking to expand the thrift retail operation from the rear of their existing structure at 1110 Shetter Ave, to another structure located at 1147 South 1st Ave, which is the structure immediately to the south of 1110 Shetter Ave. Upon discussion with the owners, it was noted that both the current location and that of the proposed expansion area were in the Industrial: I-1 zoning district. General retail sales are not currently a permitted use in this zoning district. It was suggested as an option that they pursue a rezoning to both change the current business from a nonconforming use to conforming, and additionally provide the same opportunity for the new property to the south at 1147 South 1st Avenue, while also allowing some flexibility with regards to parking and paving materials.

Both properties were previously developed as commercial and/or industrial structures with improved parking. The I-1 zoning district allows for a number of both light industrial and warehousing uses, with some subordinate sales, in association with certain uses, such as industrial baking operations. It does not, however, allow for retail sales as a stand-alone use. The intent of the PUD is to retain all the existing I-1 uses, as the BEAM organization is leasing the structures and does not wish to have a negative impact on the long term viability of these properties by reducing the potential uses they are currently entitled to in the I-1 zoning district list of permitted and conditional uses. Additionally, although the structures each have a paved parking area, the property at 1110 Shetter does not meet the retail sales requirements for parking.

The applicant is proposing to have the industrial standards for parking uses applied to the proposed new PUD. This would reduce the required parking number to the point that the existing parking on 1110 Shetter would be adequate. However, the 1147 S. 1st Avenue property also includes a large gravel parking area in addition to the required paved parking, and the site plan notes this. In essence, the proposed PUD would allow for this to serve as overflow parking if needed, and also addresses the necessary additional parking needed for 1110 Shetter Avenue property. With the use of the overflow parking in the gravel area, the subject properties combined would well exceed the minimum parking standard, were they allowed by the PUD to utilize the gravel parking. Staff has no concerns with the proposed parking material of gravel for the overflow parking, as there will be more than adequate parking available, and each site will have adequate paved parking and required paved ADA spaces for each structure. Additionally, the existing gravel area will meet the 20% open space requirement of the PUD Preliminary Development Plan criteria.

The BEAM organization has been operating out of the 1110 Shetter location for many years, and this proposed application would bring the existing business into compliance as well as allow for



the expansion of the use to the structure to the south. With the inclusion of the structure to the south in the PUD, the existing parking will be in compliance with the LDC. Additionally, the available overflow parking will alleviate any potential parking demand that exceeds what's currently there.

Based on the contents of the applicant and any supporting material contained in PC#01-23, staff finds the proposed PUD rezoning request to be consistent with the Comprehensive Plan, as well as consistent with the criteria in section 34-211(c) 1 through 10, and Section 34-348(j)(3) as applicable to the PUD Preliminary Development Plan. The Planning Commission met at their regular meeting held on June 12, 2023 to consider the application and has recommended approval of the application to the City Council based on the application, staff report and public testimony.

The City Council considered the application at their regular meeting held on June 20, 2023 and voted to approve the rezoning application based on the standards contained within the Land Development Code.

#### FINANCIAL IMPACT

None.

#### REQUESTED ACTION

Adopt/Deny Ordinance No. 2023-8199 on the second reading for the BEAM Planned Unit Development: PUD Rezoning Application

#### ATTACHMENTS

1. BEAM PUD Rezoning Application\_2023
2. Ordinance No. 2023-8199 Planned Unit Development PUD Rezoning BEAM



# REZONING APPLICATION

PC No. 01-23  
AS/400# 22-100/41  
PC HEARING 6-12-23

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance. A separate fee for advertising costs will be assessed accordingly.

## APPLICANT INFORMATION

Land Owner's Name: Michael J. Blackburn

Telephone: 314-651-4434

Mailing Address: PO Box 3614

Fax:

Ponte Vedra Beach, FL 32004

E-Mail: midgetman6203@yahoo.com

Applicant Name: Beaches Emergency Assistance Ministry

Telephone: 904-241-2326

Mailing Address: 850 6th Ave. S.

Fax:

Jacksonville Beach, FL 32250

E-Mail: lori@jaxbeam.org

**NOTE: Written authorization from the land owner is required if the applicant is not the owner.**

Agent Name: Hunter Faulkner, Esq.

Telephone: 904-389-0050

Mailing Address: 1 Independent Dr., Suite 1400

Fax:

Jacksonville, FL 32250

E-Mail: hfaulkner@jimersonfirm.com

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

## REZONING DATA

Street address of property and/or Real Estate Number: 177311-0000

1110 Shelter Ave

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See attached

Current Zoning Classification: I-1

Future Land Use Map Designation: Light Industrial

Proposed Zoning Classification: PUD

| REQUIRED INFORMATION                                                                                                                                                                              | Attached?                           |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
|                                                                                                                                                                                                   | Yes                                 | No                       |
| 1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. An 8½" x 11" vicinity map identifying the property proposed for amendment;                                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;                                                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Applicant Signature: 

Date: 01/27/2023





# REZONING APPLICATION

PC No. 01-23  
AS/400# 22-100141  
PC HEARING 6-12-23

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance. A separate fee for advertising costs will be assessed accordingly.

## APPLICANT INFORMATION

Land Owner's Name: 1147, LLC, a Florida limited liability company  
Mailing Address: 3646 Crossview Dr.  
Jacksonville, FL 32224

Telephone: 904-813-1178  
Fax: \_\_\_\_\_

E-Mail: pmpm@comcast.net

Applicant Name: Beaches Emergency Assistance Ministry  
Mailing Address: 850 6th Ave. S.  
Jacksonville Beach, FL 32250

Telephone: 904-241-2326  
Fax: \_\_\_\_\_

E-Mail: lori@jaxbeam.org

**NOTE: Written authorization from the land owner is required if the applicant is not the owner.**

Agent Name: Hunter Faulkner, Esq.  
Mailing Address: 1 Independent Dr., Suite 1400  
Jacksonville, FL 32250

Telephone: 904-389-0050  
Fax: \_\_\_\_\_

E-Mail: hfaulkner@jimersonfirm.com

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

## REZONING DATA

Street address of property and/or Real Estate Number: 177311-1000 1147 1st Ave S.

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See attached

Current Zoning Classification: I-1 Future Land Use Map Designation: Light Industrial

Proposed Zoning Classification: PUD

| <u>REQUIRED INFORMATION</u>                                                                                                                                                                       |  | <u>Attached?</u>                    |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|--------------------------|
|                                                                                                                                                                                                   |  | <u>Yes</u>                          | <u>No</u>                |
| 1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;                            |  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. An 8½" x 11" vicinity map identifying the property proposed for amendment;                                                                                                                     |  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;                                                                |  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC. |  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Applicant Signature: Don Richards

Date: 4/21/23

22-100041

City of Jacksonville Beach Planning & Development  
Attn: Heather Ireland  
11 N. 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250

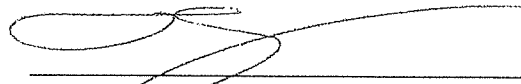
RE: PUD Rezoning Application; 1147 1<sup>st</sup> Ave. S.,

Ms. Ireland,

This letter confirms that Hunter Faulkner of Jimerson Birr, P.A. and Charles E. Kennedy of Kennedy Civil Services shall serve as my authorized agents for the above-referenced Rezoning Application.

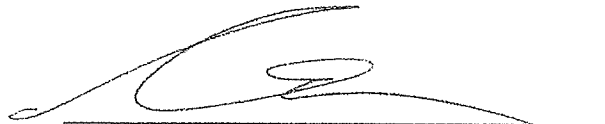
Please let me know if there are any questions.

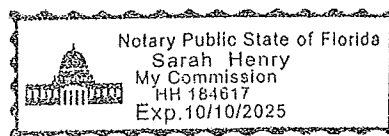
Sincerely,

  
Teri A. Meyer, as Manager of 1147, LLC

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of April 2023, by Teri A. Meyer, as Manager of 1147, LLC, a Florida limited liability company, ☐ who is personally known to me or ☒ who has produced DRIVERS license as identification.

  
NOTARY PUBLIC





City of Jacksonville Beach Planning & Development  
Attn: Heather Ireland  
11 N. 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250

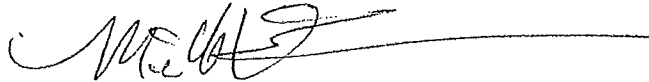
RE: PUD Rezoning Application; 1110 Shetter Ave.,

Ms. Ireland,

This letter confirms that Hunter Faulkner of Jimerson Birr, P.A. and Charles E. Kennedy of Kennedy Civil Services shall serve as my authorized agents for the above-referenced Rezoning Application.

Please let me know if there are any questions.

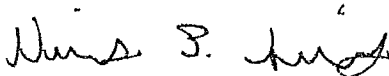
Sincerely,



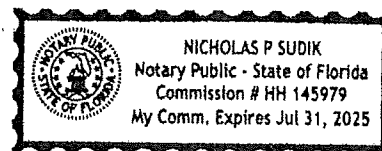
Michael J. Blackburn

STATE OF FLORIDA  
COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25<sup>th</sup> day of April 2023, by Michael J. Blackburn, individually ☐ who is personally known to me or ☒ who has produced Florida Driver License as identification.



NOTARY PUBLIC



PC01-23  
22-100141

Prepared by, record and return to:

Todd Watson, Attorney and Counselor at Law  
12058 San Jose Blvd., Suite 401  
Jacksonville, FL 32223

**THIS DEED PREPARED WITHOUT  
THE BENEFIT OF A TITLE SEARCH**

(Space above this line reserved for recording office use only)

**WARRANTY DEED**

**1. IDENTIFICATION OF GRANTOR**

Grantors' names and address is:

Teri A. Meyer and Robert H. Meyer, Jr.,  
Trustees of the Teri A. Meyer Revocable  
Trust Agreement dated August 5, 1999  
And  
Teri A. Meyer as Grantor of the Teri A.  
Meyer Revocable Trust Agreement dated  
August 5, 1999  
719 McCollum Circle  
Neptune Beach, FL 32266

The word "I" or "me" as hereafter used means the Grantors.

**2. IDENTIFICATION OF GRANTEES**

Grantee's name and address is:

1147, LLC, a Florida limited liability  
company  
3646 Crossview Drive  
Jacksonville, FL 32224

The word "you" as hereafter used means the Grantees.

**3. MEANING OF TERMS**

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

#### **4. DESCRIPTION OF REAL PROPERTY CONVEYED**

##### **Real Property described below:**

A part of Government Lot 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference commence at the intersection of the Easterly line of the Castro Y. Ferrer Grant, Section 38, of said Township and Range with the Westerly Projection of the Northerly right-of-way line of Shetter Avenue as shown on Plat of Pablo Beach South, recorded in Plat Book 3, Page 28 of the current public records of said County; thence South 08°12'40" East, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 212.44 feet to the Point of Beginning.

Thence North 80°06'00" East, a distance of 149.10 feet; thence South 10°00'10" East, parallel to the Easterly right-of-way line of 10<sup>th</sup> Street South as shown on said Plat of Pablo Beach South, a distance of 152.00 feet; thence South 80°06'00" West, a distance of 30.00 feet; thence South 10°00'10" East, a distance of 17.47 feet; thence South 80°01'30" West, along a Westerly projection of the centerline of 1<sup>st</sup> Avenue South (Formerly Shockley Avenue) as shown on said Plat of Pablo Beach South, a distance of 124.40 feet; thence North 08°12'40" West, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 169.70 feet to the Point of Beginning.

more commonly known as 1147 S. 1<sup>st</sup> Avenue, Jacksonville Beach, FL 32250.

Property Appraiser Identification Number: 177311-1000,

together with all tenements (property capable of being held with unconditional power of disposition), hereditaments (inheritable interest in property), easements (right to use land of another) and appurtenances (right used with land for its benefit) belonging to or benefiting such property.

Being the same property conveyed to the Grantors by an instrument executed on May 17, 2012 and recorded in the public records of Duval County, Florida in O.R. Book 15983, Page 2025.

#### **5. CONSIDERATION**

This conveyance is a contribution of unencumbered property to the capital of 1147, LLC an LLC in which the Grantor holds or owns the same interest as its interest in the Real Property and for which the Grantor received no additional shares or interest in the LLC. Consequently, only minimum documentary stamp tax is due on this instrument.

**6. CONVEYANCE OF REAL PROPERTY**

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

**7. WARRANTY**

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever.

**8. HOMESTEAD**

The Real Property does not constitute the homestead of the Grantor within the meaning of Section 4 of Article X of the Constitution of the State of Florida.

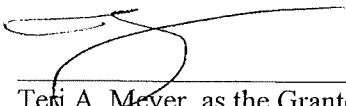
**9. REPRESENTATION OF TRUSTEES**

The Trustees' hereby represent and warrant that:

- (a) Each Trustee is duly appointed and qualified to act as Trustee under the Trust identified in Paragraph 1:
- (b) We, the Trustees' have the power and authority as Trustees to execute this Deed pursuant to Article 3 of the Trust entitled "Reserved Rights" which authorizes Teri Meyer, as Grantor of the Trust: "To require changes in the investments of the Trust Estate."
- (c) By her signature below, Teri Meyer as Grantor of the Trust directs and authorizes the Trustees to change the investments of the Trust by the execution of this instrument.
- (d) In all things preliminary to and in and about this conveyance of the Real Property, the terms and conditions of such Trust have been met.

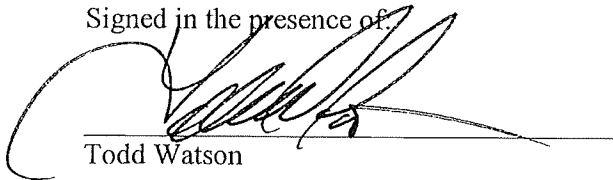
**(THIS SPACE INTENTIONALLY LEFT BLANK)**

Executed on December 5, 2022.

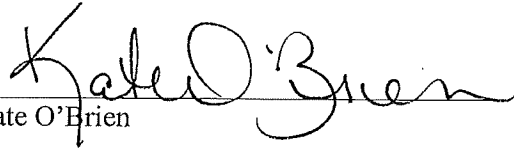
  
Teri A. Meyer, as the Grantor and as a  
Trustee of the Teri A. Meyer Revocable Trust  
dated August 5, 1999, Grantor

  
Robert H. Meyer, Jr., as a Trustee of the Teri  
A. Meyer Revocable Trust dated August 5,  
1999, Grantor

Signed in the presence of:

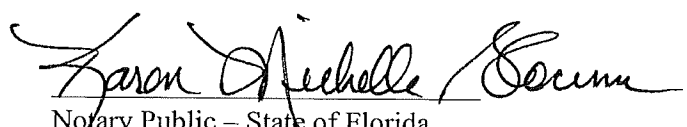
  
Todd Watson

Signed in the presence of:

  
Kate O'Brien

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me, by means of physical presence, this 5<sup>th</sup> day of December, 2022, by Teri A. Meyer as the Grantor and as a Trustee of the Teri A. Meyer Revocable Trust u/a/d August 5, 1999 and Robert H. Meyer, Jr., as a Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, both referred to herein as a Grantor, who have produced FDC and FDC as identification, respectively.

  
Notary Public – State of Florida

Notary Seal:



KAREN MICHELLE SLOCUM  
Commission # HH 097435  
Expires March 7, 2025  
Bonded Thru Budget Notary Services

PC01-23  
22-100141

PREPARED BY AND RETURN TO:  
Timothy F. May, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

**SPECIAL WARRANTY DEED**

***THIS INDENTURE***, made as of this 26<sup>th</sup> day of March, 2012, between **ATLANTIC COAST BANK**, whose address is 12724 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 ("**Grantor**"), and **MICHAEL J. BLACKBURN** ("**Grantee**"), whose address is P.O. Box 3614, Ponte Vedra Beach, Florida 32204-3614.

**WITNESSETH:**

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey to Grantee and Grantee's successors and assigns forever that certain land (the "**Land**") situated in **Duval County, Florida**, more particularly described as follows:

See **Exhibit "A"** attached hereto and made a part hereof

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "**Property**"), subject to the following permitted encumbrances (the "**Permitted Encumbrances**");

1. Real estate taxes and assessments for the current year and subsequent years;
2. Easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same;
3. Matters which a current survey or careful inspection of the Land any improvements thereon would reveal; and
4. Laws, codes, rules and regulations of any governmental authority having jurisdiction over the Property.

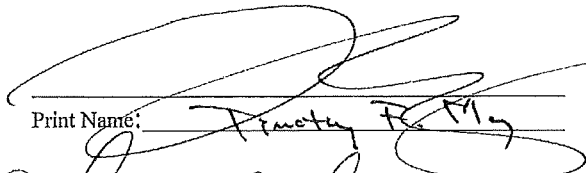
***TO HAVE AND TO HOLD*** the Property in fee simple forever.

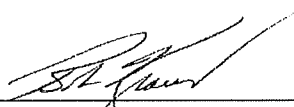
Except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to said Land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

***IN WITNESS WHEREOF***, Grantor has caused this instrument to be executed in its name all as of the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

**ATLANTIC COAST BANK**

  
Print Name: Annette C. Likens

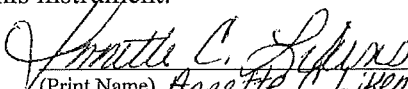
By:   
Name: Bob Kraus  
Title: Vice President Commercial Credit

Address: 12724 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2012, by Bob Kraus, the Vice President Commercial Credit of Atlantic Coast Bank, a federally chartered savings bank, on behalf of the bank. He (*check one*) ☐ is personally known to me or ☐ has provided me with Driver's License (insert type of identification) as evidence that he is the individual who executed this instrument.



  
(Print Name) Annette C. Likens  
Notary Public, State of Florida  
My Commission expires: \_\_\_\_\_



PC 01-23  
22-100141

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

~~Government Lot 6~~

A part of Government Lot 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida being more particularly described as follows:

For a Point of Reference commence at the intersection of the Easterly line of the Castro Y. Ferrer Grant, Section 38, of said Township and Range with the Westerly projection of the Northerly right of way line of Shetter Avenue as shown on Plat of Pablo Beach South, recorded in Plat Book 3, page 28 of the current public records of said County; thence South 08 degrees 12 minutes 40 seconds East, along said Easterly line of the Castro Y. Ferrer Grant, a distance of 62.38 feet; thence North 80 degrees 06 minutes 00 seconds East, a distance of 84.40 feet to the Point of Beginning; thence continue North 80 degrees 06 minutes 00 seconds East, a distance of 60.00 feet; thence South 10 degrees 00 minutes 10 seconds East, parallel to the Easterly right of way line of 10th Street South, as shown on said Plat of Pablo Beach South, a distance of 150.00 feet; thence South 80 degrees 06 minutes 00 seconds West, a distance of 60.00 feet; thence North 10 degrees 00 minutes 10 seconds West, a distance of 150.00 feet to the Point of Beginning. Except any portion lying in any road right of way.





**KENNEDY**  
CIVIL SERVICES

Florida Registry 34764

## VICINITY MAP

22-014

April 20, 2023



# Duval Map

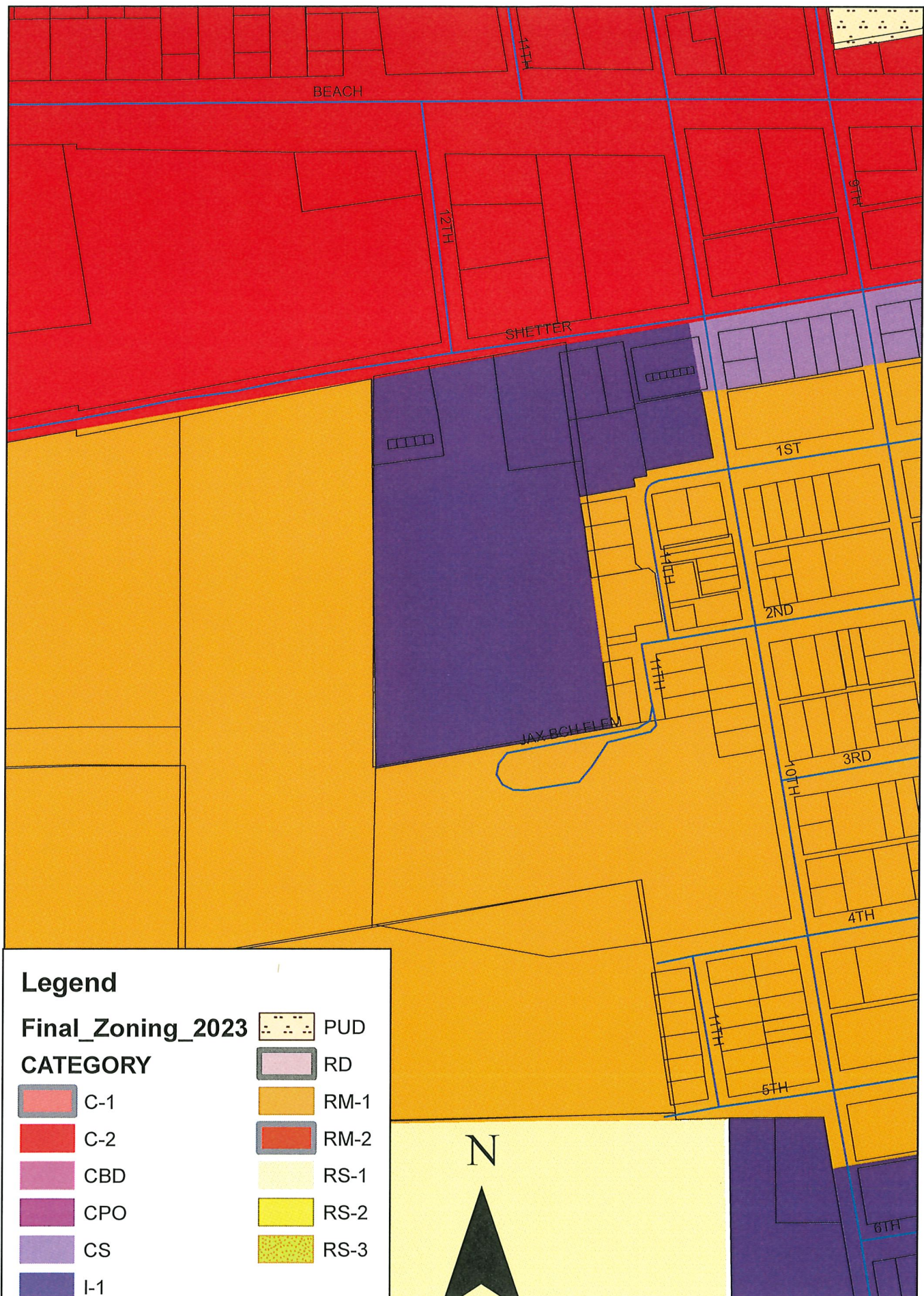


February 15, 2023

FEB 16 2023  
PC01-23  
PLANNING & DEVELOPMENT  
22100141

1:890  
0 0.01 0.01 0.02 mi  
0 0.01 0.02 0.04 km





**NARRATIVE DESCRIPTION**  
**Beaches Emergency Assistance Ministry**  
**Proposed Planned Unit Development**  
**March 24, 2023**

1147, LLC, a Florida limited liability company, is the owner of that certain real property located at 1147 1<sup>st</sup> Ave. S., Jacksonville Beach, FL 32250 (RE# 177311-1000) (the “1<sup>st</sup> Ave. Parcel”), and Michael J. Blackburn is the owner of that certain real property located at 1110 Shetter Ave., Jacksonville Beach, FL 32250 (RE# 177311-0000) (the “Shetter Parcel”). Teri A. Meyer, as Trustee of the Teri A. Meyer Revocable Trust dated August 5, 1999, and Michael J. Blackburn shall collectively be referred to herein as the “Owner”. The above-described properties shall be referred to herein as the “Property”. Beaches Emergency Assistance Ministry, Inc., a not-for-profit Florida corporation (the “Applicant”) desires to operate a retail store on the Property. The following is a description of the proposed rezoning of the Property to Planned Unit Development (“PUD”). Also included is an explanation of why the proposed rezoning complies with the standards governing PUD rezonings in the Jacksonville Beach Land Development Code (the “Code”).

**INTRODUCTION**

The Owner and the Applicant are proposing a rezoning of the Property from its current zoning designation of I-1 (Industrial) to PUD. In conjunction with the rezoning to PUD, the Owner and Applicant are proposing to maintain the current I-1 zoning restrictions along with the addition of other allowable uses at the Property.

**Development Team**

Owner: 1147, LLC, a Florida limited liability company  
719 McCollum Cir.  
Neptune Beach, FL 32266

Michael J. Blackburn  
PO Box 3614  
Ponte Vedra Beach, FL 32004

Applicant: Beaches Emergency Assistance Ministry  
Attn: Lori Richards, Executive Director  
850 6<sup>th</sup> Ave. S.  
Jacksonville Beach, FL 32250

Agent: Hunter Faulkner, Esq.  
Jimerson Birr, P.A.  
1 Independent Dr., Suite 1400  
Jacksonville, FL 32202  
Email: [hfaulkner@jimersonfirm.com](mailto:hfaulkner@jimersonfirm.com)  
Phone: (904) 389-0050

Engineer Charles E. Kennedy, P.E.  
Kennedy Civil Services  
3731 Eagle Ridge Dr.  
Jacksonville, FL 32224



### **Current Future Land Use**

Light Industrial (“LI”) – 0.74 Acres

### **Proposed Future Land Use**

Light Industrial (“LI”) – 0.74 Acres

### **Current Zoning**

Industrial (“I-1”) – 0.74 Acres

### **Proposed Zoning**

Planned Unit Development (“PUD”) – 0.74 Acres

### **PLANNED UNIT DEVELOPMENT**

The proposed PUD encompasses the entire Property and will maintain the same industrial uses as currently provided. There is no proposed new development on the Property. The proposed PUD adopts standards and criteria from the I-1 zoning district, except as modified herein to permit the use of retail operations on the Property.

### **Use and Design Standards**

#### **(a) Permitted Uses:**

- 1) Retail trade establishments as follows: All items sold at such a retail trade establishment must be used or secondhand new goods made by donation that include, but are not limited to, furniture, wares, or merchandise of a household or personal nature.
- 2) Ornamental flora culture and nursery.
- 3) Veterinary Services for animal specialties and kennels; provided animals are housed in enclosed soundproof buildings.
- 4) Lawn, garden, and tree services.
- 5) Building contractors and subcontractors
- 6) Manufacturing establishments producing the following products: Bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer and office equipment, jewelry, and sign and specialty advertising.
- 7) Manufacturer’s display rooms.
- 8) Boat building and repair.
- 9) General warehousing and storage.
- 10) Trucking and courier services.
- 11) Communications and utility services.
- 12) Wholesale trade establishments as follows: Motor vehicle supplies and parts, new; lumber and construction materials and other durable goods, except scrap and waste materials; paper and paper products, drugs, drug proprietaries and druggists' sundries, apparel, piece goods and notions; beer, wine and distilled alcoholic beverages; and flowers, nursery stock and florist's supplies.
- 13) Financial Institutions, insurance, and real estate offices.
- 14) Business service establishments as follows: Advertising, business and consumer credit reporting and collections; mailing, reproduction, commercial art, photography, and stenography; building services, computer programming, data processing and other computer services, personnel supply,

and recording studios. For recording studios, no noise from activities within the studio may be audible from off of the property containing the studio.

- 15) Automotive repair shops, service stations, and car washes.
- 16) Electrical repair; watch, clock, and jewelry repair; reupholstery and furniture repair; and miscellaneous repair shops and related services.
- 17) Business and professional offices as follows: Landscape architects; doctors, dentists, and miscellaneous health offices and clinics; and engineering, architecture, accounting, research, management and related services.
- 18) Government use.
- 19) Essential public services.
- 20) Recreational services.
- 21) Tour operations.
- 22) Mobile food dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 Mobile Food Dispensing Vehicles of Chapter 12 Food and Food Products of the Jacksonville Beach Land Development Code.

(b) Accessory Uses:

- 1) Any use customarily accessory to the permitted and conditional uses in the I-1 zoning district.

(c) Conditional Uses:

- 1) Cemeteries
- 2) Used motor vehicle parts, wholesale.
- 3) Processing and wholesale trade of scrap and waste materials, including junkyards, subject to Section 34-425(d).
- 4) Petroleum bulk stations and terminals wholesale.
- 5) Restaurants, except drive-ins.
- 6) Convenience stores.
- 7) Hotels and motels.
- 8) Wholesale trade – nondurable goods, excluding farm products, chemical and allied products, and petroleum products.
- 9) Educational services.
- 10) Outdoor restaurants.
- 11) Craft distillery.
- 12) Firearms manufacturing and retail sales.

(d) Dimensional Standards:

- 1) *Minimum lot area* – none
- 2) *Minimum lot width* – none.
- 3) *Minimum yards*:
  - a. *Front yard* – Ten (10) feet.
  - b. *Side yard* – Five (5) feet, except for a corner lot. On a corner lot, the side yard facing the corner shall be ten (10) feet.
  - c. *Rear yard* – none.
- 4) *Floor area* – none.
- 5) *Maximum lot coverage* – Eighty-five percent (85%).
- 6) *Height* – Thirty-five (35) feet.



- (e) *Off-street parking and loading standards*: The off-street parking and loading standards are the same as the off-street parking and loading standards for I-1 zoning districts found in Article III, Division 1.
- (f) *Supplemental Standards*: The supplemental standards are the same as those supplemental standards for I-1 zoning districts found in Article VIII, Division 2.
- (g) *Landscape standards*: The landscape standards are the same as those for I-1 zoning districts found in Article VIII, Division 3.
- (h) *Sign standards*: The sign standards are the same as those for I-1 zoning districts found in Article VIII, Division 4.
- (i) *Environmental standards*: The environmental standards are the same as those for I-1 zoning districts found in Article III, Division 5.
- (j) *Prohibited Use*: The business of outdoor advertising.
- (k) *Parking standards*: The parking standards shall be the same as with I-1 zoning standards for manufacturing, warehousing, industrial and research and development uses: One (1) space per two thousand (2,000) square feet of outdoor storage, equipment servicing or manufacturing site area, plus one (1) space per one thousand (1,000) square feet of floor area devoted to indoor storage, warehousing, equipment servicing or manufacturing, plus one (1) space per seven hundred fifty (750) square feet of outdoor sales, services or display areas, plus one (1) space per five hundred (500) square feet of indoor sales, service or display area, plus one (1) space per three hundred (300) sq. ft. of office or administrative floor area.

### **Shetter Parcel Parking**

With regard to parking on the Shetter Parcel, there are six (6) total parking spaces. The indoor floor plan of the building on the Shetter Property is a total of 3,285 square feet is designated as follows: 1,000 square feet of indoor storage requiring one (1) parking space, and 2,285 square feet of indoor sales requiring five (5) parking spaces.

### **PUD Review Standards**

*In accordance with Section 34-348(a) of the Code, “[t]he intent of the PUD zoning district designation is to permit such flexibility and provide performative criteria for PUD which:”*

- 1) *Permits a creative approach to the development of the land;*

The PUD adopts standards and criteria from the I-1 zoning district currently applicable to the Property. The PUD will further permit retail trade establishments as follows: used merchandise, furnishing and equipment stores, miscellaneous shopping goods, and miscellaneous retail goods. The PUD does not seek to change the current improvements on the property. Instead, the PUD simply seeks to allow for the additional retail use of the Property.

- 2) *Accomplishes a more desirable environment than would be possible through the strict application of the minimum standards of this Code;*

Use of the PUD permits Owner and Applicant to continue its use of the Property as it is currently situated but allows for the use of the Property for the retail use as described herein. No physical changes to the Property are contemplated with this PUD.

- 3) *Provides for an efficient use of land; resulting in small networks of utilities and streets, thereby lowering development costs;*

As provided herein, the site plan for the Property is not changing based on how it is currently situated. There will be no change to the existing streets and utilities.

- 4) *Enhances the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;*

As provided herein, the site plan for the Property is not changing based on how it is currently situated. Utilities will remain the same. There are no recreation areas on the Property.

- 5) *Provides an opportunity for new approaches to ownership;*

Not Applicable.

- 6) *Provides an environment of stable character compatible with the surrounding area; and*

Adjacent properties to the west, east, and north of the Property are all zoned I-1. The property to the south is zoned RM-1. The proposed PUD is compatible with, and appropriate for, the surrounding area.

- 7) *Retains property values.*

Property values should not be affected by the PUD. As provided herein, the site plan for the Property is not changing based on how it is currently situated. The PUD rezoning is being sought to include the retail use as described above.

#### **Conclusion – PUD Review Standards**

Owner and Applicant have demonstrated that the PUD has been contemplated to keep with the objectives of the Code to fit within the characteristics of the surrounding properties. The proposed Rezoning Application adheres to



### SITE TABULATION – 1110 SHETTER AVE

| DESCRIPTION    | AREA     | PARKING RATIO*  | REQUIRED PARKING |     | PARKING PROVIDED |     |
|----------------|----------|-----------------|------------------|-----|------------------|-----|
|                |          |                 | STANDARD         | H/C | STANDARD         | H/C |
| INDOOR STORAGE | 1,000 SF | 1 SP / 1,000 SF | 1                | 1   | 1                | 1   |
| INDOOR SALES   | 2,285 SF | 1 SP / 500 SF   | 4                |     | 4                |     |
| TOTAL          |          |                 | 6                |     | 6                |     |

|                         |                        |                  |                        |
|-------------------------|------------------------|------------------|------------------------|
| IMPERVIOUS:             | 77.5%                  | PERVIOUS:        | 22.5%                  |
| EXIST. BUILDING         | 3,285 S.F. (0.075 Ac.) | PERVIOUS AREA    | 2,029 S.F. (0.047 Ac.) |
| EXIST. P.V.M.T. & CONC. | 3,686 S.F. (0.085 Ac.) |                  |                        |
| TOTAL IMPERVIOUS:       | 6,971 S.F. (0.160 Ac.) | TOTAL SITE AREA: | 9,000 S.F. (0.206 Ac.) |

|             |                       |       |
|-------------|-----------------------|-------|
| SETBACKS:*  | ZONING:               | PUD   |
| FRONT 10 FT | MAX BUILDING HEIGHT:* | 35-FT |
| SIDE 5 FT   | MAX LOT COVERAGE:*    | 85%   |
| REAR 0 FT   |                       |       |

\* SETBACKS, BUILDING HEIGHT, AND MAX LOT COVERAGE BASED UPON EXISTING I-1 ZONING.  
REQUIRED PARKING RATIO BASED UPON PUD REQUIREMENTS.

### SITE TABULATION – 1147 1ST AVE S

| DESCRIPTION    | AREA     | PARKING RATIO*  | REQUIRED PARKING |     | PARKING PROVIDED |     |
|----------------|----------|-----------------|------------------|-----|------------------|-----|
|                |          |                 | STANDARD         | H/C | STANDARD         | H/C |
| INDOOR STORAGE | 1,000 SF | 1 SP / 1,000 SF | 1                | 1   | 1                | 1   |
| INDOOR SALES   | 3,478 SF | 1 SP / 500 SF   | 7                |     | 11               |     |
| TOTAL          |          |                 | 8                |     | 12               |     |

|                         |                        |                  |                         |
|-------------------------|------------------------|------------------|-------------------------|
| IMPERVIOUS:             | 39.3%                  | PERVIOUS:        | 60.7%                   |
| EXIST. BUILDING         | 4,478 S.F. (0.103 Ac.) | PERVIOUS AREA    | 15,303 S.F. (0.355 Ac.) |
| EXIST. P.V.M.T. & CONC. | 5,410 S.F. (0.124 Ac.) |                  |                         |
| TOTAL IMPERVIOUS:       | 9,888 S.F. (0.227 Ac.) | TOTAL SITE AREA: | 25,191 S.F. (0.578 Ac.) |

|             |                       |       |
|-------------|-----------------------|-------|
| SETBACKS:*  | ZONING:               | PUD   |
| FRONT 10 FT | MAX BUILDING HEIGHT:* | 35-FT |
| SIDE 5 FT   | MAX LOT COVERAGE:*    | 85%   |
| REAR 0 FT   |                       |       |

\* SETBACKS, BUILDING HEIGHT, AND MAX LOT COVERAGE BASED UPON EXISTING I-1 ZONING.  
REQUIRED PARKING RATIO BASED UPON PUD REQUIREMENTS.

OWNER 1110 SHETTER AVE  
BLACKBURN, MICHAEL J  
PO BOX 3614  
PONTE VEDRA BEACH, FL 32004

OWNER 1147 1ST AVE S  
1147 LLC  
3646 CROSSVIEW DR  
JACKSONVILLE, FL 32224  
PHONE: (904) 683-1748

CIVIL ENGINEER:  
KENNEDY CIVIL SERVICES, INC.  
3731 EAGLE RIDGE DR.  
JACKSONVILLE, FL 32224  
PHONE: (904) 683-1748

SURVEYOR:  
KAYKAR CONSULTING, LLC  
11566 DUNES WAY DR NORTH  
JACKSONVILLE, FL 32225

REAL ESTATE NO.:  
177311 0000 (1110 SHETTER AVE)  
177311 1000 (1147 1ST AVE S)

WATER SUPPLY: C.O.J.B.

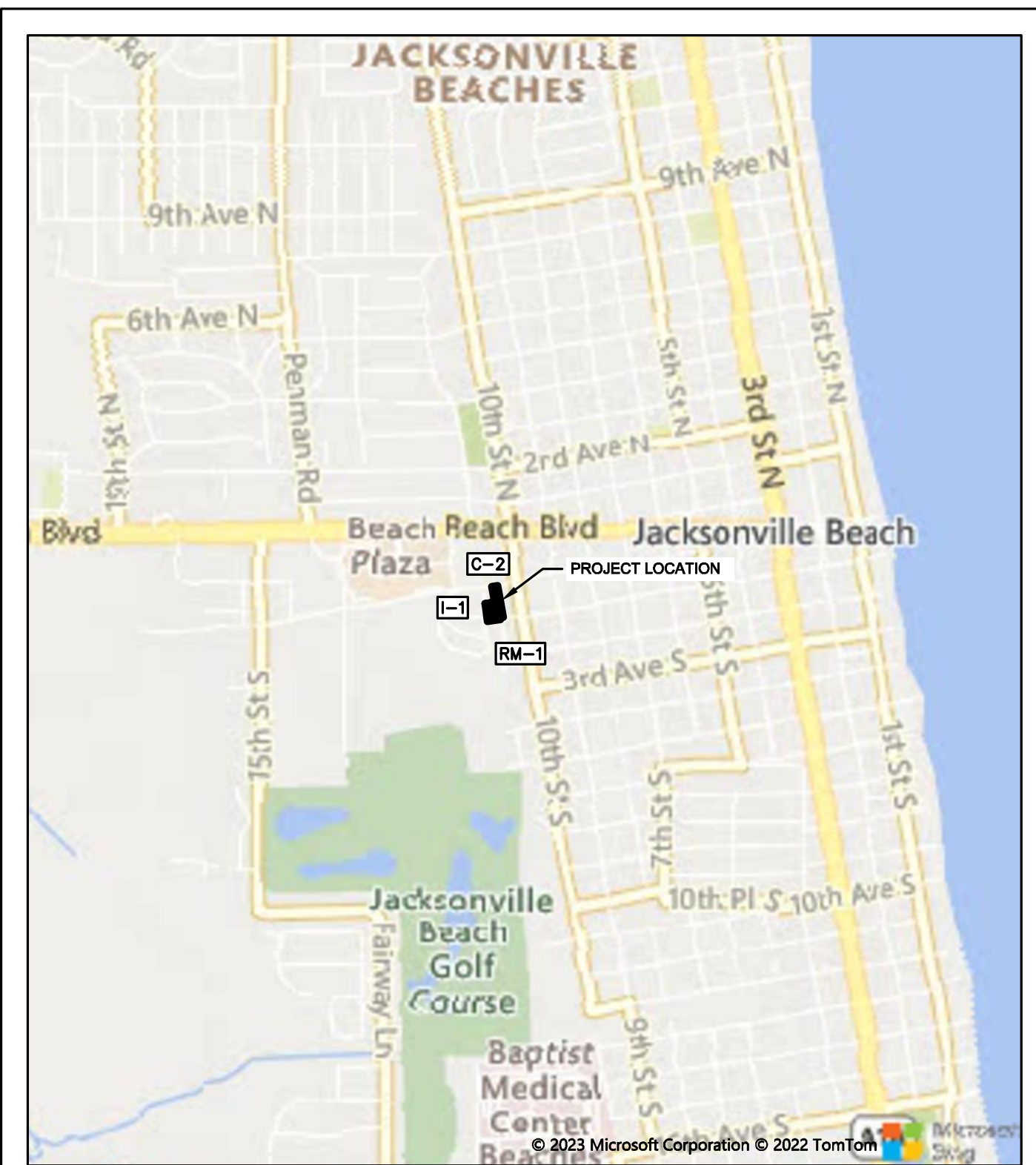
SEWER SUPPLY: C.O.J.B.

ELECTRICAL SERVICE: BEACHES ENERGY SERVICE

STORM WATER: PER EXISTING

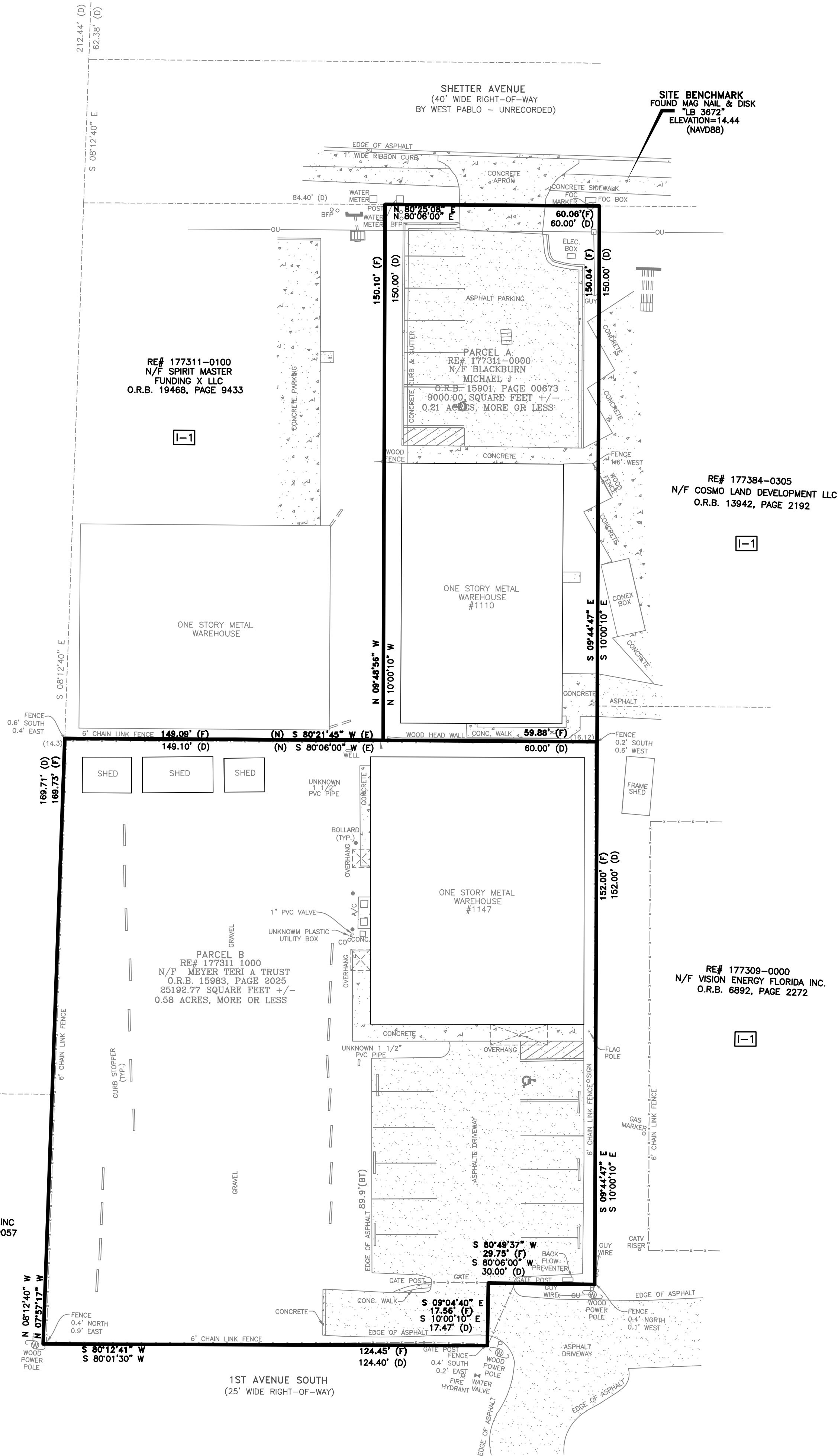
FIRE PROTECTION: PER EXISTING

\* SEE SITE TABULATION TABLES FOR ADDITIONAL  
SITE DATA AND INFORMATION



## VICINITY MAP

N.T.S.



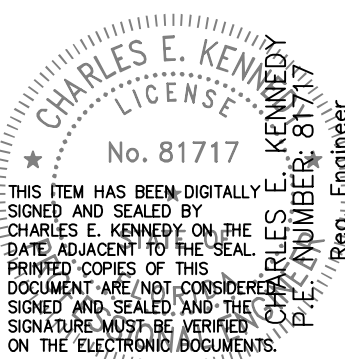
12375 Shore Acres Drive, Jacksonville, Florida 32225  
904.683.1748 · chuck@kennedycivilservices.com  
Florida Registry 34764

### SITE PLAN

### BEAM THRIFT STORE

### JACKSONVILLE BEACH, FLORIDA

PREPARED FOR  
BEAM



Project No.:  
22-014  
Date:  
July 10, 2023  
Scale:  
1" = 20'

Sheet  
1 OF 1

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2023-8199**

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

**WHEREAS**, the owners of certain lands in the City, more particularly described herein, have applied to the City Council for the rezoning of those lands from Industrial: I-1, to Planned Unit Development: PUD; and

**WHEREAS**, the City Council has considered the application, project narrative, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony given at the public hearings.

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

**SECTION 1.** That the City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

**SECTION 2.** That the City Council has considered the adoption of this ordinance based on the standards listed in Section 34-348(j)(3) of the Land Development Code and hereby finds that the preliminary development plan for the PUD complies with the standards therein.

**SECTION 3.** That the Land Development Code and Zoning Atlas previously adopted by the City Council of the City of Jacksonville Beach, Florida, be and the same is hereby amended and, as amended, shall henceforth read as follows:

That all of the certain territory in the City of Jacksonville Beach, Florida, described in the "Legal Description of Applicant's Property" attached to the project narrative that is heretofore zoned as Industrial: I-1 be and the same is hereby designated as Planned Unit Development: PUD, so that henceforth the same shall be classified and construed to be embraced within the meaning and subject of the general provisions of the Planned Unit Development: PUD zoning category as provided in Article VII, Section 34-348 of the Jacksonville Beach Land Development Code (Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach, Florida), subject to the following additional limitations:



- A. The rezoning application dated April 21, 2023 attached hereto as Exhibit I (including project narrative description dated March 24, 2023 and Preliminary PUD Development Plan titled "Site Plan" dated March 24, 2023 attached thereto), which have been submitted to the City of Jacksonville Beach Planning and Development Department, are hereby adopted and incorporated as part of this amendment to the Jacksonville Beach Land Development Code and Zoning Atlas.
- B. The project shall be generally carried out in accordance with the presentments of the rezoning application, project narrative, and preliminary site development plan.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may be in conflict, hereby repealed.

**SECTION 5.** It is the intention of the City Council that if any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

**SECTION 6.** This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

**AUTHENTICATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Sandra R. Robinson, City Attorney