



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, December 2, 2024

6:00 PM

Council Chambers

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. Council Briefing held on November 12, 2024
- B. Regular City Council Meeting held on November 18, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept a Florida Recreation Development Assistance Program grant for the lagoon trail around Fountain View Park (formerly named Huguenot Park)

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Approve/Disapprove a Revocable Encroachment Permit for John and Eleanor Lock for a dock on Lake Duval
- B.
 - 1. Award/Reject Bid No. 2324-15 to PBM Constructors, Inc., for the Liftstation #5 Rehabilitation Project for an amount not to exceed \$889,698;
 - 2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award;
 - 3. Award/Reject Construction Administration Services to Four Waters Engineering for an amount not to exceed \$25,316;
 - 4. Authorize the Mayor and City Manager to negotiate and execute a contract for Construction Administration Services as a result of this bid award;

- C.
1. Award/Reject Bid No. 2425-01 for the Construction of 20 Dune Walkovers to Dockworks of North East Florida, LLC, d/b/a C&H Marine Construction for an amount not to exceed \$2,379,040;
 2. Authorize the Mayor and City Manager to negotiate and execute a contract as a result of this bid award;
 3. Approve/Reject Construction Administration Services to Four Waters Engineering for an amount not to exceed \$203,063;
 4. Authorize the Mayor and City Manager to negotiate and execute a contract for Construction Administration Services as a result of this bid award

RESOLUTIONS

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2024-8218 on the first reading amending the Sidewalk Dining Ordinance, and schedule a second reading for December 16, 2024

ADJOURNMENT

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.

If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.

**Minutes of City Council Briefing
Tuesday, November 12, 2024 – 5:00 P.M.
City Hall 1st Floor Conference Room
11 North 3rd Street, Jacksonville Beach, FL**



The Council Briefing began at 5:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn (late) Dan Janson
Fernando Meza Greg Sutton (absent) John Wagner

Also present were Deputy City Manager Karen Nelson, Police Commander Thomas Bingham, Chief of Police Gene Paul Smith, Chief Information Officer Bill Rieger, Communications Manager Jacob Board, City Clerk Sheri Gosselin, Director of Planning and Development Director Heather Ireland, Senior Planner Christian Popoli, City Attorney David Migut, and Operations Support Specialist II Lauren Loria.

Purpose of Briefing

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

City Manager

Downtown Parking Update

Police Commander Thomas Bingham reviewed the current paid parking program and proposed options for expanding the program, including an additional zone in the 1st Avenue South corridor and increased rates. A discussion ensued about the proposed changes and educating residents about the free parking program.

It was the consensus of the Council to keep the current paid parking hours, change the start of the season to March 1st, increase the hourly rate to \$2 per hour with a maximum of \$12, increase the special events rate to a \$15 flat rate, add the 1st Avenue South corridor zone including the endzones, and for the Police Department to educate residents in Pablo Towers about the free parking program.

Adoption of Cyber Security Standards

Chief Information Officer Bill Rieger reviewed options for a formal cyber security framework required under Florida Statute Section 282.318. Mr. Rieger explained why the National Institute of Standards and Technology (NIST) Cybersecurity Framework was chosen for the cyber security framework. A conversation ensued about the security of the framework and liability coverage.

Communications Plan Update

Communications Manager Jacob Board presented a draft Communications Plan. A discussion ensued regarding revisions and additions to the plan. A conversation ensued regarding the SeeClickFix application. It was the consensus of the Council to have a Council workshop on communication.

Board Process

City Clerk Sheri Gosselin provided the Council with information regarding the board appointment process. A conversation ensued regarding the board member removal and appointment processes and terms of the pension boards. It was the consensus of the Council to discuss board applicants for upcoming board appointments at the December 9, 2024 Council Briefing.

It was also the consensus of the Council for staff to review the board removal section in the code of ordinances and the legislative policy manual.

Code Amendments and Land Development Update

Planning and Development Director Heather Ireland explained proposed modified recommended changes to the Land Development Code following a series of public workshops.

Topics discussed included:

- Residential Lot Coverage
- Single-Family Residential Setbacks
- Preservation of Residential Neighborhoods
- Townhome Design Standards
- Urban Single-Family
- Parking Exemption Zone Downtown
- Nonconforming Bars Downtown
- Accessory Dwelling Units
- Outdoor Storage and Display of Retail Merchandise
- Balcony Encroachments for Residential Uses
- Parking Reductions Table
- Restaurants in the Central Business District
- Nonconforming Pole Signs
- A-Frame Signs
- Short Term Vacation Rentals
- Code Enforcement

Miscellaneous City Manager's Items

N/A

Committee Assignment Report

N/A

Future Briefing Topics

N/A

The Briefing adjourned at 7:01 P.M.

Submitted by: Lauren Loria
Operations Support Specialist II

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, November 18, 2024 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



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	Greg Sutton	John Wagner

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Public Works Dennis Barron, Assistant to the City Manager Molly Alleger, Police Commander Eric Shaughnessy, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on November 4, 2024

ANNOUNCEMENTS:

Council Member Meza congratulated the new Jacksonville Beach police officers and noted his attendance at the Super Girl Surf Pro event.

Council Member Golding announced Deck the Chairs opening on November 27, 2024, and the 50th Citizen Police Academy starting in January 2025. She encouraged the community to take the Urban Trails survey. She thanked Beaches Go Green for planting 5,000 sea oats and noted Beaches Watch would present the Give Back Award to Beaches Habitat for Humanity on December 4, 2024. Ms. Golding thanked Council Member Meza for his service and congratulated her colleagues on their re-elections.

Council Member Janson recognized November as Pancreatic Cancer Awareness Month and encouraged donations to PanCAN. He also attended the grand opening of The First Tee at Jacksonville Beach Golf Club. Mr. Janson thanked Council Member Meza for his dedication and service to the community.

Council Member Wagner expressed appreciation for Council Member Meza's service and contributions.

Council Member Meza discussed working with the Police Department on the Heroes Act, which supports city employees serving in the military. He aimed to continue the conversation and support active-duty reservists.

Council Member Sutton expressed appreciation for Council Member Meza's service over the past four years.

Council Member Horn thanked Council Member Meza for his service to the City of Jacksonville Beach and congratulated all newly elected and re-elected members at the local, state, and national levels.

Mayor Hoffman congratulated Kirra Pinkerton for winning the Super Girl Surf Pro contest. She also highlighted the Jacksonville team's victory in the Florida Cup Surf competition and announced the next competition in St. Augustine on December 7, 2024. She recognized dignitaries, including Mayor Curtis Ford of Atlantic Beach, the Honorable Gary Flower, and former city council members Georgette Dumont, Cory Nichols, and Tom Taylor. Mayor Hoffman also acknowledged the Citizen Information Academy (CIA) participants.

APPROVAL OF THE AGENDA

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the agenda.

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

COURTESY OF THE FLOOR TO VISITORS:

- Kurtis Loftus, 1280 Mayport Landing Drive, Atlantic Beach, spoke about Deck the Chairs.
- Kevin Brown, 1833 Kings Court, Jacksonville Beach, spoke about planting sea oats, volunteers through Beaches Go Green, and seaweed used to fortify the dunes.

CONSENT AGENDA:

Item A **Accept the Monthly Financial Reports for the Month of October 2024**

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the Consent Agenda, without Item B.

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

MAYOR AND CITY COUNCIL:

Item A **Adopt the Declaration of Election results as provided by the Duval County Canvassing Board for the election results of the City of Jacksonville Beach General Election held November 5, 2024**

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adopt the Declaration of Election results as provided by the Duval County Canvassing Board for the election results of the City of Jacksonville Beach General Election held November 5, 2024.

Discussion: None

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, and Mayor Hoffman.

The motion passed unanimously.

Item B **Presentation of a Resolution of Esteem to Fernando Meza**

Mayor Hoffman read the Resolution of Esteem to Fernando Meza.

Council Member Meza spoke about his service and expressed sentiments of gratitude.

CITY CLERK:

Item A **1. Administer Oaths of Office**

- Council Member John Wagner
- Council Member Dan Janson
- Council Member Greg Sutton
- Council Member Elect Bruce Wouters
- Mayor Chris Hoffman

The Honorable Judge Gary Flower administered the Oaths of Office to Council Members Wagner, Janson, Sutton, Council Member Elect Wouters, and Mayor Hoffman.

2. New Council to be Seated

The new City Council was seated.

ROLL CALL:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

MAYOR AND CITY COUNCIL

Item A **Nominate and select a Council Member to serve as Mayor Pro-Tem with the term beginning November 18, 2024, and expiring after the certification of the election results in 2026**

Mayor Hoffman opened the floor for nominations.

Council Member Wagner nominated Council Member Janson.

Council Member Wouters nominated Council Member Golding.

Roll Call Vote: For Janson – Horn, Janson, Sutton, Wagner, and Mayor Hoffman.
For Golding – Golding, Wouters

Council Member Janson was selected to serve as Mayor Pro-Tem by a 5-2 vote.

Item B Citizen Information Academy (CIA) Graduation

Mayor Hoffman recognized the CIA graduates and presented each with a Certificate of Completion. Graduates in attendance were Bill Bibb, Patricia Buesser, Chad Eiben, Donald Englert, Abbigail Hammontree, Dean Haddock, Sarah Hauser, Marcus Kampfe, Matthew Krucker, Kimberly Law, Melissa Livingston, Adam Petrus, Susan Schaad, Bob Strain, Margarete Vest, Sydney Talcott, Dianne Wagner, John Wagner, and Ron Whittington.

CITY MANAGER/NEW BUSINESS:

Item A 1. Award/Reject Bid No. 2324-12 for Lift Station #8 Replacement to Petticoat-Schmitt Civil Contractors, Inc., for an amount not to exceed \$1,988,542;

2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award;

3. Approve/Reject Construction Administration Services Proposal from Jones Edmunds for an amount not to exceed \$99,551;

4. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this award

Director of Public Works Dennis Barron provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to award Bid No. 2324-12 for Lift Station #8 Replacement to Petticoat-Schmitt Civil Contractors, Inc., for an amount not to exceed \$1,988,542.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Sutton, Wagner, Wouters, Golding, and Mayor Hoffman.

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award.

Discussion: None

Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman.

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the Construction Administration Services Proposal from Jones Edmunds for an amount not to exceed \$99,551.

Discussion: A discussion ensued about the Construction Administrative Services.

Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman.

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize the Mayor and City Manager to negotiate and execute any contract as a result of this award.

Discussion: None

Roll Call Vote: Ayes – Wagner, Wouters, Golding, Horn, Janson, Sutton, and Mayor Hoffman.

The motion passed unanimously.

Item B **1. Award/ Reject RFP No. 04-2324 for Citywide Signage Brand Standards to GAI Consultants Inc.; and**

2. Delegate authority to the Mayor and City Manager to negotiate and execute a contract as a result of this RFP award

Assistant to the City Manager Molly Alleger provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to award RFP No. 04-2324 for Citywide Signage Brand Standards to GAI Consultants Inc.

Discussion: A discussion ensued about the programmable message board, project timeline, and sign cohesion.

Roll Call Vote: Ayes – Wouters, Golding, Horn, Janson, Sutton, Wagner, and Mayor Hoffman.

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to delegate authority to the Mayor and City Manager to negotiate and execute a contract as a result of this RFP award.

Discussion: None

Roll Call Vote: Ayes – Golding, Horn, Janson, Sutton, Wagner, Wouters, and Mayor Hoffman.

The motion passed unanimously.

Item C Approve/Disapprove the Retirement of Police Department K-9 JACO and Transfer of Ownership to Officer Pfeuffer

Police Commander Eric Shaughnessy provided background on K-9 JACO and his handler, Officer Pfeuffer.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the retirement of Police Department K-9 JACO and transfer of ownership to Officer Pfeuffer.

Discussion: A discussion ensued about K-9 JACO and Officer Pfeuffer.

Roll Call Vote: Ayes – Horn, Janson, Sutton, Wagner, Wouters, Golding, and Mayor Hoffman.

The motion passed unanimously.

Item D Approve/Disapprove a \$5,000 donation to the Beaches Veterans Memorial in Atlantic Beach

City Manager Mike Staffopoulos provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve a \$5,000 donation to the Beaches Veterans Memorial in Atlantic Beach.

Discussion: A discussion ensued about honoring fallen veterans.

Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman.

The motion passed unanimously.

RESOLUTIONS: None

ORDINANCES: None

ADJOURNMENT:

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adjourn.

Voice Vote: Ayes: Golding, Janson, Meza, Sutton, Mayor Hoffman,
Nays: Horn

The motion passed 6-1.

There being no further business, the meeting adjourned at 7:10 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	10/24/2024
SUBJECT:	Florida Recreation Development Assistance Program Grant for the Lagoon Trail Around Fountain View Park

BACKGROUND

The Florida Recreation Development Assistance Program (FRDAP) was established by the Department of Environmental Protection (DEP) to provide competitive reimbursement grants for acquisition and development of land for public outdoor recreation use. Eligible participants include all county governments, municipalities in Florida, and other legally constituted local governmental entities responsible for providing outdoor recreational sites and facilities for public use.

The maximum available grant amount is \$200,000, requiring a matching ratio of cash, land value of undeveloped land owned by the applicant, or in-kind services. The Parks and Recreation Department submitted an application requesting \$200,000 for the proposed trail around the lagoon at Fountain View Park, formerly known as Huguenot Park. The application was submitted prior to the official name change.

The application was deemed eligible for funding. The project must be completed by June 30, 2027.

FINANCIAL IMPACT

The budget will be adjusted to reflect the grant proceeds when the funds are received.

REQUESTED ACTION

Accept a Florida Recreation Development Assistance Program grant for the lagoon trail around Fountain View Park (formerly named Huguenot Park)

ATTACHMENTS

1. FDEP Agreement P25044 - Huguenot Lagoon Trail

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Huguenot Park Lagoon Trail** Agreement Number: **P5044**

2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: **City of Jacksonville Beach** Entity Type: **Local Government**

Grantee Address: **11 North 3rd Street, Jacksonville Beach, FL 32250** FEID: **59-600034**

(Grantee)

3. Agreement Begin Date: **Upon execution** Date of Expiration: **June 30, 2027**

4. Project Number: **P25044** Project Location(s): **218 16th Avenue South, Jacksonville Beach, FL 32250**
(If different from Agreement Number)

Project Description: **New - trail around lagoon**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$200,000.00	☒ State ☐ Federal	Line Item #1829, GAA, FY2024-2025	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 200,000.00

Total Amount of Funding + Grantee Match, if any: \$ 400,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Jeremy Pe	Name: Jason Phitides
or successor	or successor
Address: 3900 Commonwealth Blvd.	Address: 11 North 3rd Street
Tallahassee, FL	Jacksonville Beach, FL
32399-3000	32250
Phone: 850-245-2732	Phone: 904-247-6237
Email: jeremy.pe@floridadep.gov	Email: jphitides@jaxbchfl.net

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

<u>City of Jacksonville Beach</u>	GRANTEE
Grantee Name	
By _____	Date Signed _____
(Authorized Signature)	

<u>Print Name and Title of Person Signing</u>	
<u>State of Florida Department of Environmental Protection</u>	DEPARTMENT
By _____	
Secretary or Designee	Date Signed _____
<u>Mara Gambineri, Deputy Secretary for Land and Recreation</u>	
<u>Print Name and Title of Person Signing</u>	

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5044**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Huguenot Park Lagoon Trail. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, N/A,
☒	☒	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50 percent match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2024 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Huguenot Park Lagoon Trail
Grantee Name: City of Jacksonville Beach
FRDAP Project # P25044

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located 218 16th Avenue South, Jacksonville Beach, FL 32250 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000
Required Grantee Match Amount:	\$200,000
Total Estimated Project Cost:	\$400,000
Match Ratio:	50:50

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes a new – trail around lagoon. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2027, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$200,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$200,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):☐

January through April:

Due May 5th☐

May through August:

Due September 5th☐

September through December:

Due January 5th☐

Final Status Report

Date from Project Completion Certification: _____

LIAISON: _____

Signature

Date



Florida Department of Environmental Protection

EXHIBIT C PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$ 0.00	\$ 0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	09/16/2024
SUBJECT:	Revocable Encroachment Permit for John and Eleanor Lock for a Dock on Lake Duval

BACKGROUND

Lake Duval, located at the south end of the City, south of 37th Avenue South, is owned and maintained by the City of Jacksonville Beach. Numerous properties abut the lake with rear yards along the east and west sides of the lake. On July 23, 2003, the City Council took action related to construction adjacent to and into the lake, and through such action restricted the City Manager from administratively issuing any revocable right-of-way use permits to encroach on Lake Duval, other than replacement of existing bulkheads or docks (2003 memo attached). This effectively prohibits any property owner from seeking administrative approval, or relief, for encroachment onto Lake Duval.

The City of Jacksonville Beach Building Official received a customer complaint call on March 8, 2024, about a dock being built on Lake Duval at 3704 Duval Drive. John and Eleanor Lock, owners of the property since March 2020, hired a contractor for the installation of a dock extending onto Lake Duval. The contractor performing the work received a state permit through the Florida Department of Environmental Protection (FDEP), but did not apply for or receive any local permits through the City of Jacksonville Beach. The Building Official worked with Code Enforcement to issue a "Stop Work" order on the construction of the dock until local permitting issues were resolved.

The contractor applied for a local building permit, submitting a survey of the property as part of the application. The survey, provided by the property owner/contractor, appeared to show the dock entirely contained on private property owned by the Locks. With the dock being entirely on private property, there was no need for Public Works involvement for the issuance of a right-of-way use permit, typically used to handle encroachments onto City property (such as along a roadway). As a result, the Building Division issued a building permit (#24-600) on April 6, 2024, for construction of the dock. On May 6, 2024, a second building permit (#24-668) was issued for electrical work associated with the dock.

Upon further review of the survey provided for the permit application, questions arose regarding reference lines for the parcel boundary on the survey. More specifically, there was a question as to where the rear property line for the Lock property actually was. Plat review contained language that the property line for the property meandered, following the waterline of the lake. The survey appeared to show a boundary line further out in Lake Duval. The Building Division indicated a certificate of occupancy for the structure could not be issued until a determination of encroachment was answered. It was at this point the Building Division and Public Works department linked the 2003 Council action to this situation. If the dock is on City property, and the City does not issue a revocable use permit for it to remain, it is illegal construction and must be removed. If the dock is on City property, and the City does issue a revocable use permit for it

to remain, the dock is conditionally approved. The City Manager, however, is not authorized to allow an encroachment, based on previous Council action.

The City held a video call with the Locks and their contractor to discuss this issue. The Locks proceeded with obtaining a new survey to clarify the location of their rear property line. Unfortunately, the survey indicates the dock is constructed primarily on City property. The Locks also provided historical documentation that the property did have a dock at one time prior to their purchase, and asked if that allows for the reconstruction of a new dock under the conditions of the 2003 Council action. The City cannot make a definitive determination as to when the dock was present or removed, or its size in relationship to the new dock. Staff does not believe this information can be used to administratively grant relief to the Locks.

City Council effectively has two options: grant relief to the Locks by authorizing the issuance of a right-of-way use permit, or denying the relief. If relief is granted, Public Works has determined that the installation of the dock would not interfere with their maintenance of Lake Duval. The right-of-way use permit could be granted in such a way that the dock can be maintained as is, but not expanded, and if it requires full replacement, it cannot be replaced. This would allow the Locks to enjoy the investment they have made through its lifespan and regular upkeep. If relief is denied, the Locks will be required to remove the structure. Failure to remove would result in Code Enforcement action by the City, and could result in legal action against the City. Regardless of the option chosen by Council, staff supports maintaining the current restrictions in place for construction into Lake Duval.

FINANCIAL IMPACT

No financial impact.

REQUESTED ACTION

Approve/Disapprove a Revocable Encroachment Permit for John and Eleanor Lock for a dock on Lake Duval

ATTACHMENTS

1. Revocable Encroachment Permit Application_3704 Duval Dr_Bulkhead and Dock_09.16.2024
2. Lake Duval permit approvals by City Manager
3. Dock Photo
4. 2024.06.21 LT John and Eleanor Lock re permit
5. Old Site Plan_3704 Duval Drive
6. 2024-0931 SS Rev 8-12-24_Survey 3704 Duval Drive



City of Jacksonville Beach
Public Works Department
Revocable Encroachment Permit Application

Date: September 16, 2024 Phone #: 3108507855
Owner's Name: John and Eleanor Lock Subdivision: 03283 PONTE VEDRA
Property Address: 3704 Duval Drive Lot # / Block #: Lot 1 / BLK D6
Jacksonville Beach, FL 32250 R.E. #: 181701-0000

Type(s) of proposed construction (check appropriate lines below and add appropriate information):

- A. ☐ Driveway apron constructed of pavers or specialty concrete
B. ☐ Dumpster Enclosure
C. ☐ Fence
D. ☐ Landscaping/Irrigation
E. ☐ Parking
F. ☒ Other (Specify): City requested for completed construction of Bulkhead and Dock

Explain in more detail, if necessary:

SEE ATTACHMENT B ATTACHED HERETO.

- Owner **must** provide a **dimensioned copy of the plans on the property survey** of the construction site location showing the layout of the proposed construction to include the Right-of-Way.
- All construction must be accomplished in accordance with City specifications and requirements, as noted in Chapter 28 of the City Code of Ordinances.
- Owner is required to execute Attachment "A", Stipulations of Grant of Revocable Encroachment Permit (*attached*)
- Paver only information attachment:
 - *Exhibit A – Use this spec if property does not currently have a curb*
 - *Exhibit B – Use this spec if property already has a curb*
- A \$40 permit fee is required at time of application. (*check or cash only*)

Owner's Signature: _____

John Lock / Eleanor Commander Lock
John Lock Eleanor Commander Lock

Owner's name:	John and Eleanor Lock	Subdivision: Property	03283 PONTE VEDRA
Address:	3704 Duval Drive	Lot # / Block #:	Lot 1 / BLK D6
	Jacksonville Beach FL 32250	R. E Number	181701-0000

ATTACHMENT "A"
STIPULATIONS OF GRANT OF REVOCABLE ENCROACHMENT PERMIT

ISSUED BY: The City of Jacksonville Beach, hereinafter referred to as "City"

DATE OF ISSUE: Date of issue of the City Revocable Right-of-Way Permit to which this is attached.

GRANTED TO: Owner of property to which the same City Right-of-Way Permit is issued, hereinafter referred to as "USER."

WITNESSETH:

The CITY does hereby grant the USER permission on a revocable basis as described herein the right to enter upon the property of the City of Jacksonville Beach for the purpose as described in the City Revocable Right-of-Way Permit to which this is attached and if applicable any drawing(s) that are also attached.

Any facility maintained, repaired, erected and / or installed in the exercise of the privilege granted remains subject to relocation or removal on thirty (30) days notice by CITY to the USER, said notice to USER shall be given by written notice at the property and/or telephonically to the property owner phone number on file with the CITY. In case of inability of contact with the USER, the CITY will send notice via certified mail, return receipt requested, to the property owner address on file with the CITY. The depositing of said notice of cancellation in the United States mail shall constitute the notice of cancellation and the burden is upon USER to keep the CITY informed of USER's proper address.

The USER shall promptly make any and all necessary repairs to any facility erected or maintained in the exercise of the privilege herein granted and shall at all times maintain said facility in good and safe condition.

In the event it is necessary for the CITY or the CITY's approved representative or other franchised utility to enter upon the above-described property of the CITY, the USER shall replace at the USER's sole expense, any and all material necessarily displaced during the action of maintaining, repairing, operating, replacing or adding to the utilities and facilities of the CITY or franchised utility provider.

The facilities allowed by the permit shall meet the current requirements of the City Code, Building Codes, Land Development Code and all other land use and code requirements of the CITY.

The USER, prior to making any changes from the approved plans and/or method, must obtain written approval from the CITY'S Public Works Department for said change. The USER shall, at the discretion of the CITY, be requested to submit as-built drawings showing the change within thirty (30) days after the day of completion and prior to approval of certificate of occupancy.

This permit shall inure to the benefit of, and be binding upon, the USER and their respective successors and assigns. USER shall meet the terms and conditions of this permit and to all of the applicable State and CITY laws and/or specifications, to include utilities locate requirements and use limitations / requirements of public rights-of-way and other public land. USER further agrees that the CITY and its officers and employees shall be saved harmless by the USER from any of the work herein under the terms of this permit and that all of said liabilities are hereby assumed by the USER.

"The USER does hereby agree to defend, indemnify, and hold the CITY harmless from, and pay for, all demands, claims, actions, suits, judgments, liabilities, damages, costs, expenses, and attorneys' fees of any nature or kind whatsoever resulting from the USER's use of the subject property. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the FDOT's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat."

AGREED TO BY:




Printed Name:

John Lock

Date: 09/16/2024

Witness:

Printed Name:

Eleanor Lock

Date: 09/16/2024

City Representative:

Printed Name:

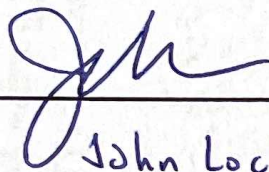
Date:

ATTACHMENT B

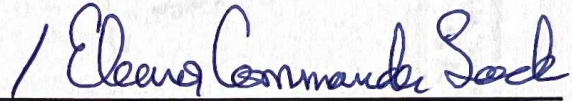
"Explain in more detail, if necessary:"

The Jacksonville Beach City Attorney has requested that we file for a Revocable Encroachment Permit subsequent to the issuance, completion of work and successful inspections under City of Jacksonville Beach permits #24-600 and #24-778 for construction and electrical connections related to a bulkhead and dock on and over Lake Duval. While we believe all permitting was completed as requested following a work stoppage and this should not be required, in the spirit of cooperation, we submit this application and attach a recently completed survey showing the completed bulkhead and dock.

Owner's Signatures: _____



John Lock



Eleanor Commander Lock

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY. BEARINGS ARE BASED ON THE SOUTHERLY LINE OF LOT 1.
2. BEING SET 770.70" W. AS PER PLAT.
3. THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT OF WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.
4. NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ENCROACHMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
5. 25' FRONT BUILDING RESTRICTION LINE, AS PER PLAT.
6. THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (SHADED) (0.2% ANNUAL CHANCE FLOOD HAZARD IN COASTAL ZONE) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP NO. 12530-COAL, EFFECTIVE NOVEMBER 11, 2016 FOR DUAL COASTAL.



City of Jacksonville Beach

ELEVEN NORTH THIRD STREET • JACKSONVILLE BEACH, FLORIDA 32250

MEMORANDUM

TO: Steve Lindorff, Planning and Development Director
Ty Edwards, Public Works Director

FROM: George D. Forbes, City Manager *GEO.*

SUBJECT: Revocable Encroachment Permits

DATE: July 23, 2003

At the July 21st, 2003 City Council Meeting, the City Council gave the City Manager the authority to issue revocable encroachment permits for existing docks on Lake Duval. This means that no building permits can be issued for any docks and facilities on Lake Duval without an encroachment permit that has been prepared by the Public Works Department, and executed by the City Manager. Also, during my discussion with the City Council at the July 21st meeting, I made it clear that we would only be issuing permits for the repairs or renovations of existing facilities, not to make them larger or to enhance them.

Attached is a copy of the Council memo from the meeting for your files.

GDF:mjs
Attach.

Memorandum



To: George D. Forbes, City Manager
From: Steven G. Lindorff, Director of Planning & Development
Date: July 11, 2003
Re: Approval for the City Manager to Issue a Revocable Encroachment Permit for a Replacement Dock and Gazebo on City Property (Lake Duval)

ACTION:

Consider request to authorize issuance of a revocable encroachment permit to allow Dr. and Mrs. Christian to continue construction of a new dock and gazebo to replace the older, deteriorated one utilizing the same pilings; and authorize the City Manager to approve other requests for revocable encroachment permits to replace existing docks and shade structures in Lake Duval.

BACKGROUND:

The Planning and Development Department's involvement with the issue of this dock and gazebo project is accurately set forth in the attached letter from Dr. and Mrs. Christian.

We received an inquiry from a neighbor asking about the on-going construction of a new dock at the Christian's property. An investigation of the situation lead to the issuance of a stop work order for no permit. Subsequently, Dr. Christian applied for and was granted a permit to rebuild the dilapidated dock and shade structure. P & D staff neglected to consider that the old dock was nonconforming since it extended out into the City-owned Lake Duval. Since the staff cannot issue permits for this type work on City property, the job was once again halted and the Christian's were referred to the Council to seek permission to complete the replacement of the old dock and shade structure.

A sheet of photographs showing the Christian dock and other dock structures on Lake Duval is attached for your reference.

The letter from the Christians outlines the nature of their request. Two drawings, illustrating the original conditions and the proposed new construction, are also included. Basically, the Christians are requesting an encroachment permit to rebuild the dock to the same dimensions as the old dock. They are also asking to construct a gazebo on the dock that will be two feet wider in a north-south direction. The covered area would be 3.25 feet deeper with an additional 8-foot open trellis in the east-west direction. As noted in the letter, much of the additional construction on eastside is over the Christian's property.

The staff can support the issuance of the revocable encroachment permit for the replacement structure. In approving this request, it needs to be clear that the purpose is to replace an existing dilapidated and

unsafe encroachment onto the City property. This will ensure that this permit does not serve as a precedent to allow any new docks or other structures in the Lake Duval property.

RECOMMENDATION:

1. Approval of the request to authorize issuing Dr. and Mrs. Christian a revocable encroachment permit to replace their existing dock and shade structure with a new dock and shade structure in accordance with the plans and permit on file with the Planning and Development Department, and
2. Authorize the City Manager to issue other revocable encroachment permits solely for the repair or replacement of other docks and shade structures that currently exist in Lake Duval.

**Minutes of Regular City Council Meeting
held Monday, July 21, 2003**

Amended Motion

Ms. Furlong offered an amended motion, seconded by Mr. Shore, to modify recommendation number one, to allow replacement of the existing dock, but reduce the size of the shade structure, also known as the gazebo, back to its original size.

Following additional discussion, roll call vote on the amended motion resulted in the following: Kinsey, no; Matthews, no; Shore, no; Sibley, no; Spence, no; Furlong, yes; and Mayor Marsden, no. The amended motion failed by a vote of 1-6.

At this time Mayor Marsden advised that he would separate the items being requested and vote on each individually.

Discussion among council members resumed. Ms. Sibley reminded council that the plans for Dr. Christian's gazebo were approved and permits issued. Mr. Shore asked if future plans submitted for a structure on Lake Duval would also be approved.

Mr. Forbes responded, if item number two is approved by the council, it would only allow replacement of structures currently existing on Lake Duval, which replacement would have to be approximately the same size and dimension of the existing structure.

Roll call vote to approve the request to authorize Dr. and Mrs. Christian a revocable encroachment permit to replace their existing dock and shade structure with a new dock and shade structure in accordance with the plans and permit on file with the Planning and Development Department resulted in ayes by Council members: Matthews, Shore, Sibley, Spence, Furlong, Kinsey and Mayor Marsden. Motion carried unanimously.

Roll call vote to authorize the City Manager to issue other revocable encroachment permits solely for the repair or replacement of other docks and shade structures that currently exist in Lake Duval, resulted in ayes by Council members: Shore, Sibley, Spence, Furlong, Kinsey, Matthews and Mayor Marsden. Motion carried unanimously.

City Manager "c"

Request for Approval of Insurance renewals Effective October 1, 2003

It was moved by Mr. Kinsey, seconded by Ms. Spence to approve:

1. The health, dental and life insurance renewals as recommended in the memo titled "Insurance Renewals effective October 1, 2003", dated July 14, 2003. *(copy on file)*





June 21, 2024

John and Eleanor Lock
3704 Duval Drive
Jacksonville Beach, Florida 32250

Dear Mr. and Mrs. Lock:

It has been brought to the attention of the City of Jacksonville Beach that the recently constructed structure at the rear of your property may encroach onto property owned by the city. The city-owned Lake Duval borders the rear of your property. The city has received multiple complaints regarding possible encroachment onto the city's property.

Construction on your structure began without a building permit. When the City learned of the construction, it worked with you to ensure a permit application was submitted. The subsequent permit application was accepted by the city, but such acceptance and authorization to proceed does not include any right to place the structure on or above city property. The city does not grant easements or extend any rights for adjacent property owners to construct any improvement that extends onto or above the city's property.

It is unclear at present whether your structure is entirely on your property, or intrudes onto the city's property. The only boundary-related documentation the city received as part of your permit application was a survey without a raised seal that did not depict the dimensions of the proposed structure in relation to the property line. While the city was able to authorize construction based upon the materials provided by your contractor in the permit application, more documentation is necessary before the city can sign off on the final permit approval.

To be able to proceed in its review, the city needs additional information. Section 107.2.6 of the Florida Building Code, Eighth Edition, requires a site plan that "...shall be drawn in accordance with an accurate boundary line survey." Please provide this, as well as any other documentation that conclusively demonstrates that your structure does not extend onto or above city-owned property. It is highly recommended that this documentation includes, at a minimum, an as-built drawing of the structure, a sealed survey of the property showing the structure entirely on your property, and a title opinion that indicates such.

John and Eleanor Lock
June 21, 2024
Page 2 of 2

Once these documents are provided, the city can proceed to finish its review of the construction for potential sign-off. If you are unable or unwilling to provide such documentation, the city will need to refer the complaints that have been received to its code enforcement staff for review of possible enforcement action.

Please do not hesitate to contact the city regarding any questions or concerns. It is my hope that we can work together to amicably resolve this issue.

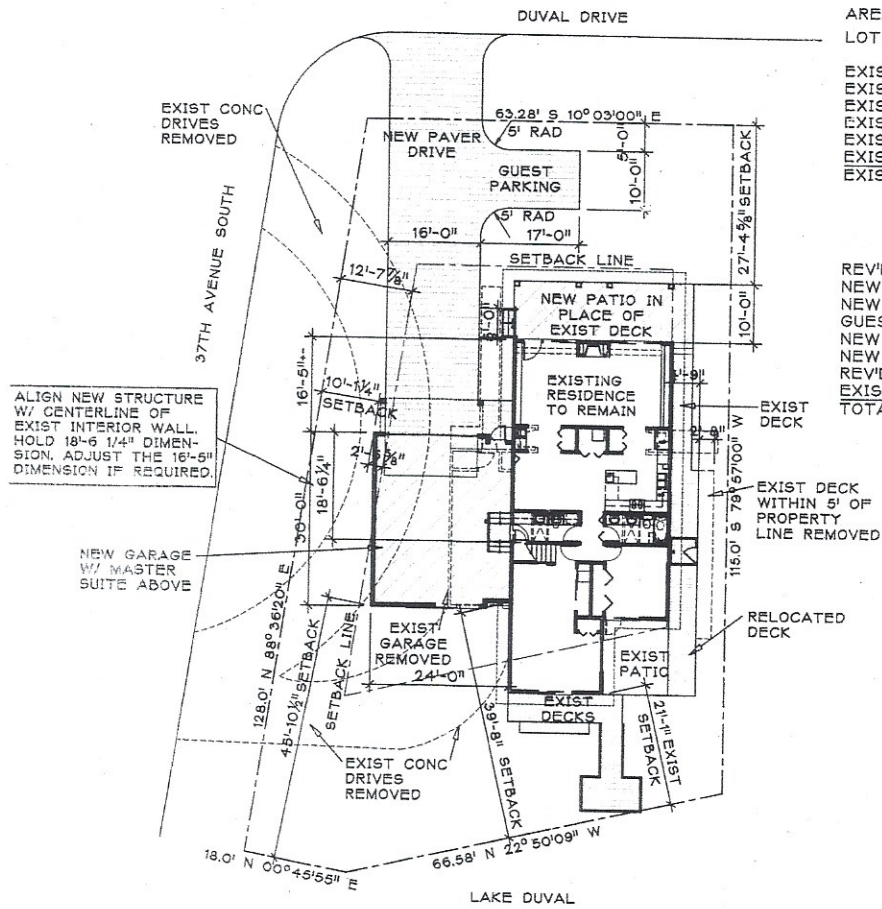
Sincerely,

David Migut

David Migut
City Attorney

DM:

cc: Mike Staffopoulos, City Manager
Dennis Barron, Director of Public Works
George Knight, Building Official



AREAS:

LOT	8991.5 SF
EXIST HOUSE	1489 SF
EXIST GARAGE	306
EXIST DRIVES	1496
EXIST DECKS	774
EXIST WALKS	137
EXIST PATIO	144
EXIST TOTAL	4296 SF
	47.8%

REV'D HOUSE	1526 SF
NEW GARAGE	712
NEW DRIVE	862
GUEST PARK'G	181
NEW WALKS	69
NEW PATIO	310
REV'D DECKS	464
EXIST PATIO	144
TOTAL	4268 SF
	47.5%

SITE PLAN
1/16" = 1'-0"

- NOTES:
1. NO PROTECTED TREES REMOVED.
 2. VARIANCE BOA 10-100132 GRANTED ON OCT 12, 2010 FOR SETBACKS & COVERAGE.

MAP SHOWING SURVEY OF

LOT 1, BLOCK D-6, PONTE VEDRA, AS RECORDED IN PLAT BOOK 15, PAGE 66 AND
66A, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

37TH AVENUE SOUTH
50' PAVED PUBLIC RIGHT OF WAY

SYMBOL LEGEND	
	FIRE HYDRANT
	LIGHT POLE
GV	GAS VALVE
WV	WATER VALVE
	CLEAN OUT
	UTILITY POLE
	GUY ANCHOR
	BOLLARD
WM	WATER METER
GR	GAS RISER
CR	CABLE RISER
ELB	ELECTRIC BOX
	SIGN
	TRANSFORMER
	MANHOLE

ABBREVIATION LEGEND	
BFP	BACK-FLOW PREVENTER
(CALC)	CALCULATED
(FIELD)	FIELD MEASUREMENT
ARF	ALUMINUM RAIL FENCE
CLF	CHAIN LINK FENCE
VF	VINYL FENCE
WF	WOOD FENCE
CONC.	CONCRETE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
MES	MITERED END SECTION
CMP	CORRUGATED METAL PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
EL	ELEVATION
FFE	FINISHED FLOOR ELEVATION
INV	INVERT ELEVATION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY OF CURVE
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE

GENERAL SURVEY NOTES

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY.
2. BEARINGS ARE BASED ON THE SOUTHERLY LINE OF LOT 1, BEING S79°57'00"W, AS PER PLAT.
3. THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT OF WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.
4. NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ENCROACHMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
5. 25' FRONT BUILDING RESTRICTION LINE, AS PER PLAT.
6. THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (SHADED) (0.2% ANNUAL CHANCE FLOOD HAZARD IN COASTAL ZONE) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12031C0419J, EFFECTIVE NOVEMBER 11, 2018 FOR DUVAL COUNTY, FLORIDA.

FILE: 2024-0931
DRAWN BY: WWR
SCALE: 1" = 20'

BOATWRIGHT LAND SURVEYORS, INC.

1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 32250 (PH) 904-241-8550

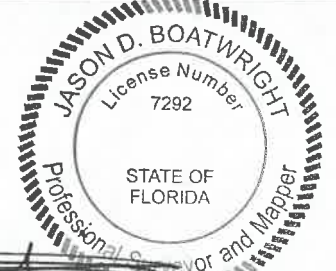
LOT COVERAGE:

TOTAL LOT AREA	= 8,944 Sq.ft.
RESIDENCE	= 2,280 Sq.ft.
DRIVE	= 1,198 Sq.ft.
FRONT PORCH	= 292 Sq.ft.
PAVER WALK	= 225 Sq.ft.
REAR PORCH/WALK	= 378 Sq.ft.
A/C PADS	= 15 Sq.ft.
TOTAL IMPERVIOUS AREA	= 4,388 Sq.ft.
TOTAL LOT COVERAGE	= 49.06%

BENCHMARK: SET MAG
NAIL & DISC, L.B.
3672 EL = 7.19

BENCHMARK AS SHOWN HEREON WAS
ESTABLISHED BY GPS OBSERVATION
USING SPECTRA PRECISION L1/L2
EQUIPMENT RUNNING TRIMBLE VRS
SOFTWARE IN NAVD 1988 DATUM

CERTIFIED TO:
JOHN LOCK



JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

DATE:
JULY 30, 2024
SHEET 1 OF 1

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	10/02/2024
SUBJECT:	Liftstation #5 Reconstruction/Rehabilitation

BACKGROUND

Liftstation #5 is a duplex (two pumps) wastewater pump station located at 37th Avenue South. The station was constructed in 1984 and an upgrade was completed in 1996 when the station was converted from dry pit pumps to a submersible pump station. The generator was replaced in 2018. The wet well coating is deteriorating and is in need of re-coating or replacement. The current pumps are obsolete and in need of replacement. The pump guide rails have been repaired multiple times. The check valves are no longer manufactured and cannot be replaced without modifying the discharge piping. This station needs complete rehabilitation, including new wet well, pumps, valves, piping, control panel, and fencing. The original building is no longer needed and will be demolished as part of this project.

Four Waters Engineering provided the design and has proposed a scope and fee for contract administration services in the amount of \$22,014 with a requested 15% contingency for a total not to exceed \$25,316.

Bid No. 2324-15 was released to 22 contractors, of which two bids were received. The lowest bid was \$773,650 and the highest bid was \$937,000. Public Works recommends adding a 15% contingency for this project.

	Base Bid	15% contingency	Total
PBM Constructors, Inc.	\$773,650	\$116,048	\$889,698
Four Waters Engineering	\$22,014	\$3,302	\$25,316
Total			\$915,014

To review the original bid documents, click [HERE](#).

To review PBM Constructors submittal, click [HERE](#).

FINANCIAL IMPACT

This project was included in the FY2024 Water/Sewer Fund capital budget at \$375,000. There are adequate monies in the fund's operating reserves to cover the additional costs and the budget in account 420-070-0706-535-63-563000 will be adjusted at mid-year.

REQUESTED ACTION

1. Award/Reject Bid No. 2324-15 to PBM Constructors, Inc., for the Liftstation #5 Rehabilitation Project for an amount not to exceed \$889,698;



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

2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award;
3. Award/Reject Construction Administration Services to Four Waters Engineering for an amount not to exceed \$25,316;
4. Authorize the Mayor and City Manager to negotiate and execute a contract for Construction Administration Services as a result of this bid award;

ATTACHMENTS

1. Bid #2324-15 Bid Tabulation
2. Bid #2324-15 Response Summary
3. LS5 COJB 2324-15 Rec of Award_V1
4. Bid# 2324-15 Bid Tabulation_Signed
5. COJB LS5 CA Proposal 11-24

Bid Tabulation

City of Jacksonville Beach

Bid #2324-15 Lift Station #5 Rehabilitation and Site Upgrades

LS-5 REHABILITATION AND SITE UPGRADES					Petticoat-Schmitt Civil		PBM Constructors, Inc.	
Item #	M&P	Item	Qty.	Unit	Unit Price	Contract Price	Unit Price	Contract Price
1	1	Demolition, Site Clearing and Abandonment	1	LS	\$ 99,000.00	\$ 99,000.00	\$ 30,000.00	\$ 30,000.00
2	2	Maintenance of Traffic	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00
3	3	Soil Erosion & Sediment Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
4	4	Temporary Bypass Pumping Operations	1	LS	\$ 61,000.00	\$ 61,000.00	\$ 50,000.00	\$ 50,000.00
5	5	Wooden Fence and Accessories (8 ft high; 95 LF)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6	5	Vinyl 2-Rail Fence and Accessories (3 ft high; 105 LF)	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 4,500.00	\$ 4,500.00
		Chain Link Fence, Double Swing Gate and Accessories (7 ft						
7	5	tall with barbed wire; 160 LF; 12 ft wide gate)	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 25,000.00	\$ 25,000.00
8	6	1.5" Hose Bib Station	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
		Lift Station Concrete Slab and Foundations (Thickness						
9	7	varies; reinforced)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 30,000.00	\$ 30,000.00
		Fuel Tank Concrete Slab, Foundations, relocation and fuel						
10	7	return and fuel supply piping reroute (Thickness varies; reinforced)	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 28,000.00	\$ 28,000.00
		Pump Station Package with (2) Submersible Pumps (361 gpm @ 53 ft) with						
		Discharge Elbows, Pump Control Panel Package, Float Controls, 316 SS Lifting						
11	8	Chains, 316 SS Cable Rack, 316 SS Guide Rails, (2) 316 SS Guide Rail Braces,	1	LS	\$ 151,000.00	\$ 151,000.00	\$ 200,000.00	\$ 200,000.00
12	9	A-3 Fill	105	CY	\$ 104.76	\$ 10,999.80	\$ 30.00	\$ 3,150.00
		Wet Well Coating (Rehabilitate wet well interior areas as necessary, seal						
		unused openings or annular space (LinkSeal as noted), and install						
		Spectrashield coating system over						
13	10	entire interior)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 40,000.00	\$ 40,000.00
		Pump Station Piping (Piping, Fittings, Valves, and Associated Accessories for						
		Piping in Wet Well and Above and Below Grade Outside of Wet Well) Including						
		Tie-In to						
14	11	Existing 6" Forcemain	1	LS	\$ 114,000.00	\$ 114,000.00	\$ 100,000.00	\$ 100,000.00
		Electrical Equipment (electric service meter, service entrance rated fused						
		disconnect switch, automatic transfer switch, lighting panel, pump control						
		panel disconnect switch, electrical equipment rack, grounding conduit and						
15	12	wire)	1	LS	\$ 273,000.00	\$ 273,000.00	\$ 150,000.00	\$ 150,000.00
16	13	Site Light and Pole Installation	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 4,000.00	\$ 4,000.00
		Telemetry Work (Telemetry work by DFS including antenna						
17	14	mast, installation and startup)	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00
		All Other Restoration (including asphalt, sod, mulch, and						
18	15	other items required to restore site)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 32,000.00	\$ 32,000.00
19	16	Bollard (4 ft tall - 6 inch diameter)	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00	\$ 2,000.00
20	17	Performance and Payment Bonds (1.5% Maximum)	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00
TOTAL BASE BID (In Figures)						\$ 936,999.80	*	\$ 773,650.00

Note:

* Corrected bid amount

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Public Works

Response Summary

Bid No. 2324-15 Lift Station #5 Rehabilitation and Site Upgrades

Section 00301

Addendum

Vendor	00300 Bid Proposal Form	Section 00301						00410 Bid Bond	00480 Non- collusion Affidavit	Addendum		Occupational		W-9	Qualifications	Notes
		A	B	C	D	E	F			1	2	License				
PBM Constructors, Inc.	x	x	x	x	x	x	x	x	x	x	x	a		x	x	Needs Certificatio Pursuant to FS §287.135
Petticoat-Schmitt Civil Contractors, Inc.	x	x	x	x	x	x	x	x	x	x	x	a		x	x	Needs Certificatio Pursuant to FS §287.135

Legend:

a - Not provided



Kayle Moore, P.E.
City Engineer
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

November 15, 2024

RE: Recommendation of Award for Lift Stations LS-5 Rehabilitation and Site Upgrades
City of Jacksonville Beach Bid No. 2324-15
Bid Review and Evaluation of Findings

Dear Mr. Moore:

This letter summarizes the construction contract bids received for the Lift Stations LS-5 Rehabilitation and Site Upgrades project. The City of Jacksonville Beach (City) received bids for the project on November 13, 2024 at 2:00 pm. Two (2) contractors submitted bids for the project. The bids were evaluated for conformance with the criteria set forth in the bidding documents. The total LS-5 base bids from the contractors ranged from \$773,650.00 to \$936,999.80.

PBM Constructors, Inc. submitted the lowest bid for LS-5. Four Waters Engineering (4Waters) has reviewed the submitted bid package and follow-up information provided by PBM Constructors, Inc. and finds their bid responsive and responsible. All required items were acknowledged on the Bid Form and included with the bid package. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida and has an AM Best Rating of "A". Qualifications and reference projects and contacts were included with the bid package. State licensing was provided; however, local licensing documentation may need to be provided prior to final execution of a contract.

4Waters also investigated the contractor's experience, and reputation, and finds the contractor capable of performing the work for this project based on the information received from reference contacts.

Although the City will make final determination regarding contract award and available funds, 4Waters finds PBM Constructors, Inc. bid to be responsive and responsible, and recommends award of LS-5 to PBM Constructors, Inc., for the total project award of \$773,650.00. 4Waters further recommends that the City establish a contingency in an amount of fifteen percent (15%) of the total bid price to allow for any unknown conditions that may be encountered during construction.

We appreciate this opportunity to provide services to the City of Jacksonville Beach and look forward to working with the City during the ongoing construction of this project. If you have any questions, please feel free to contact me at 904-414-2400 Ext 51 or abryan@4weng.com.

Sincerely,
Four Waters Engineering, Inc.



Angela Bryan, P.E.
President/Project Manager

Bid Tabulation
City of Jacksonville Beach
Bid #2324-15 Lift Station #5 Rehabilitation and Site Upgrades

Engineer Certified Name:

Angela Bryan, PE #56730

Engineer Certified Signature:
Date: 11/18/2024



This item has been digitally signed and sealed by Angela B Bryan, PE for date listed. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LS-5 REHABILITATION AND SITE UPGRADES				Petticoat-Schmitt Civil		PBM Constructors, Inc.	
Item #	M&P	Item	Qty.	Unit	Unit Price	Contract Price	Unit Price
1		1 Demolition, Site Clearing and Abandonment	1	LS	\$ 99,000.00	\$ 99,000.00	\$ 30,000.00
2		2 Maintenance of Traffic	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00
3		3 Soil Erosion & Sediment Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00
4		4 Temporary Bypass Pumping Operations	1	LS	\$ 61,000.00	\$ 61,000.00	\$ 50,000.00
5		5 Wooden Fence and Accessories (8 ft high; 95 LF)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6		5 Vinyl 2-Rail Fence and Accessories (3 ft high; 105 LF)	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 4,500.00
		Chain Link Fence, Double Swing Gate and Accessories (7 ft					
7		5 tall with barbed wire; 160 LF; 12 ft wide gate)	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 25,000.00
8		6 1.5" Hose Bib Station	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00
		Lift Station Concrete Slab and Foundations (Thickness					
9		7 varies; reinforced)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 30,000.00
		Fuel Tank Concrete Slab, Foundations, relocation and fuel					
10		7 return and fuel supply piping reroute (Thickness varies; reinforced)	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 28,000.00
		Pump Station Package with (2) Submersible Pumps (361 gpm @ 53 ft) with					
		Discharge Elbows, Pump Control Panel Package, Float Controls, 316 SS Lifting					
		Chains, 316 SS Cable Rack, 316 SS Guide Rails, (2) 316 SS Guide Rail Braces,					
		Pump Base Plates, 6" PVC Vent Pipe Assembly with (2) 90 Deg.					
11		8 Bends and Screen, Other Accessories, and Spare Parts	1	LS	\$ 151,000.00	\$ 151,000.00	\$ 200,000.00
12		9 A-3 Fill	105	CY	\$ 104.76	\$ 10,999.80	\$ 30.00
		Wet Well Coating (Rehabilitate wet well interior areas as necessary, seal					
		unused openings or annular space (LinkSeal as noted), and install					
		Spectrashield coating system over					
13		10 entire interior)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 40,000.00
		Pump Station Piping (Piping, Fittings, Valves, and Associated Accessories for					
		Piping in Wet Well and Above and Below Grade Outside of Wet Well)					
		Including Tie-In to					
14		11 Existing 6" Forcemain	1	LS	\$ 114,000.00	\$ 114,000.00	\$ 100,000.00
		Electrical Equipment (electric service meter, service entrance rated fused					
		disconnect switch, automatic transfer switch, lighting panel, pump control					
		panel disconnect switch, electrical equipment rack, grounding conduit and					
15		12 wire)	1	LS	\$ 273,000.00	\$ 273,000.00	\$ 150,000.00
16		13 Site Light and Pole Installation	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 4,000.00
		Telemetry Work (Telemetry work by DFS including antenna					
17		14 mast, installation and startup)	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00
		All Other Restoration (including asphalt, sod, mulch, and					
18		15 other items required to restore site)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 32,000.00
19		16 Bollard (4 ft tall - 6 inch diameter)	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00
20		17 Performance and Payment Bonds (1.5% Maximum)	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00
TOTAL BASE BID (In Figures)					\$ 936,999.80	*	\$ 773,650.00

Note:

* Corrected bid amount



FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

November 19, 2024

Sent Electronically

Kayle Moore, P.E.
City Engineer
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
kmoore@jaxbchfl.net

Re: Proposal for Professional Engineering Services
LS5 Rehabilitation Project – Construction Administration Services

Dear Mr. Moore:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to the City of Jacksonville Beach Public Works Department (City) for construction administration services for the rehabilitation of Lift Station 5 (LS5). 4Waters prepared the design documents and bidding services for the projects under previous proposals and authorizations. 4Waters will serve as Engineer of Record for the project and will provide the following construction phase services which is based on the 180-day period of construction completion and includes services from W.D. Lassetter, PE the electrical design engineer.

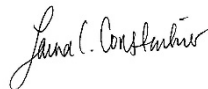
- Pre-construction Meeting and Conformed Documents – 4Waters will participate in a pre-construction meeting for the project. The scope/fee is based on 4Waters scheduling the meeting, preparing the agenda, and distributing a meeting summary. 4Waters will also conform the bid drawings and project manual and provide at the Pre-construction meeting.
- Shop Drawing Review – 4Waters will review the shop drawings for the project and maintain a shop drawing log.
- RFI's, Clarifications and Change Orders – 4Waters will respond to the Contractor's Requests for Information and Requests for Clarifications and will modify the construction drawings as necessary. 4Waters will coordinate with Contractor and City to develop change orders, as necessary.
- Construction Engineering Site Visits – 4Waters will provide two (2) construction engineering site visits during key construction activities of the project.
- Record Drawings – The Contractor is responsible for the preparation of the record drawings in AutoCAD format and submittal for review at substantial completion. 4Waters will review the record drawings and determine whether the finished product is representative of the actual

construction and suitable for acceptance by the City based on key site visits, RFIs, and City inspections.

- Substantial and Final Completion – 4Waters (with City's involvement) will schedule, conduct and document the on-site review meetings for substantial and final completion of the construction efforts. At substantial completion the contractor will have completed the project to the point of beneficial operation by the City and will have presented their letter requesting reduction of retainage along with the list of items to be completed prior to final completion. 4Waters will conduct the substantial completion inspection and prepare a punch list of items to be completed before the final completion meeting. The final completion inspection will verify completion of the punch list items and clear the way for the acceptance of the Contractor's final pay request. This task also includes final project closeout.

We appreciate this opportunity to work with the City and propose to complete the construction administration services outlined above for the lump sum fee of \$22,013.44. A breakdown is provided on the following page. If you have any questions, please contact me at lconstantino@4weng.com or (904) 414-2400 Ext. 52.

With best regards,
Four Waters Engineering, Inc.



Laura Constantino, MSE
Project Manager

Attachment

City of Jacksonville Beach LS5 Rehabilitation CA Services
Proposal for Professional Engineering Services

Job Title	Project Manager	Project Engineer	Design Engineer	Associate Engineer	Engineer Intern	CADD Designer	Administrative	Direct Costs	TOTALS
Hourly Rate	\$165.00	\$147.95	\$133.84	\$115.62	\$85.25	\$103.01	\$64.82		Hours
	\$	\$	\$	\$	\$	\$	\$		\$
1.0 Pre-Construction Meeting and Conformed Documents	2 \$330.00	4 \$591.80	2 \$267.68	0 \$0.00	4 \$341.00	4 \$412.04	2 \$129.64	\$250.00	2,322.16
2.0 Shop Drawings Review	1 \$165.00	2 \$295.90	16 \$2,141.44	8 \$924.96	4 \$341.00	0 \$0.00	4 \$259.28	\$0.00	4,127.58
3.0 RFIs, Clarifications, and Change Orders	0 \$0.00	4 \$591.80	12 \$1,606.08	8 \$924.96	0 \$0.00	8 \$824.08	2 \$129.64	\$0.00	4,076.56
4.0 Construction Engineering Site Visits (2)	0 \$0.00	8 \$1,183.60	8 \$1,070.72	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$250.00	2,504.32
5.0 Record Drawings	0 \$0.00	2 \$295.90	4 \$535.36	2 \$231.24	8 \$682.00	6 \$618.06	0 \$0.00	\$50.00	2,412.56
6.0 Substantial and Final Completion	1 \$165.00	4 \$591.80	8 \$1,070.72	2 \$231.24	6 \$511.50	0 \$0.00	0 \$0.00	\$100.00	2,670.26
7.0 Electrical Sub (W.D. Lassetter, PE)	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$3,900.00	3,900.00
TOTAL	\$660.00	\$3,550.80	\$6,692.00	\$2,312.40	\$1,875.50	\$1,854.18	\$518.56	\$4,550.00	22,013.44

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	10/02/2024
SUBJECT:	Bid No. 2425-01 Construction of 20 Dune Walkovers

BACKGROUND

The Public Works department has designed the final 20 dune walkovers for construction in FY2025 and FY2026. Work must be completed around sea turtle nesting season, which runs from May 1st to October 31st. This project was bid with 13 walkovers to be constructed in FY2025 and seven to be constructed in FY2026. In addition to being publicly advertised and posted on the City's website, Bid No. 2425-01 was distributed to 19 vendors. Three responses were received and Dockworks, d/b/a C&H Marine Construction was the lowest qualified responsible respondent. Staff recommends a 10% contingency for the FY2025 work and a 15% contingency for the FY2026 work due to an extended construction timeframe.

	FY2025 Funding	10% Contingency for FY2025 Funding	FY2026 Funding	15% Contingency for FY2026 Funding	TOTAL
Dockworks, d/b/a C&H Marine Construction	\$1,414,929	\$141,492	\$715,321	\$107,298	\$2,379,040
Four Waters Engineering	\$99,925	\$9,993	\$80,996	\$12,149	\$203,063
TOTAL	FY2025	\$1,666,339	FY2026	\$915,764	\$2,582,103

To view the original bid documents, click [HERE](#).

To view the response from Dockworks, d/b/a C&H Marine Construction, click [HERE](#).

FINANCIAL IMPACT

The FY2025 budget included \$1,650,000 in the General Capital Projects Fund. Monies are available in the same fund for the additional \$16,339 and the budget in account 315-00-0000-538-63-563001 will be adjusted at mid-year.

The FY2025-2029 CIP plan includes \$1,000,000 in the Downtown Tax Increment Fund in FY2026 for the 7 walkovers in the redevelopment district. No additional funds are required and the budget in account 81-16-1601-538-63-563001 will be adjusted at mid-year to reflect the bid award.



REQUESTED ACTION

1. Award/Reject Bid No. 2425-01 for the Construction of 20 Dune Walkovers to Dockworks of North East Florida, LLC, d/b/a C&H Marine Construction for an amount not to exceed \$2,379,040;
2. Authorize the Mayor and City Manager to negotiate and execute a contract as a result of this bid award;
3. Approve/Reject Construction Administration Services to Four Waters Engineering for an amount not to exceed \$203,063;
4. Authorize the Mayor and City Manager to negotiate and execute a contract for Construction Administration Services as a result of this bid award

ATTACHMENTS

1. Bid# 2425-01 Bid Tabulation
2. Bid# 2425-01 Response Summary
3. Rec of Award
4. Bid# 2425-01 Bid Tabulation_signed
5. FY25 Walkover Replacements - 13 Locations CA Proposal 11-5-24
6. FY26 Walkover Replacements - 7 Locations CA Proposal 11-5-24

BID TABULATION**FY25 & FY26 Dune Walkover Replacement – 20 Locations**

				C&H Marine Construction	Construct Co. Inc.	Greenway Bridge, LLC
<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
BASE BID 1 - 13 LOCATIONS						
1	City of Jacksonville Beach Building Permits	1	Allow.	\$14,950.00	\$8,160.00	\$6,500.00
2	Demolition of Existing Walkovers (13 total)	1	LS	\$74,944.00	\$151,841.00	\$55,575.00
3	19th Ave. North Dune Walkover	1	LS	\$162,631.00	\$151,182.00	\$303,160.03
4	17th Ave. North Dune Walkover	1	LS	\$86,025.00	\$82,705.00	\$136,653.11
5	15th Ave. North Dune Walkover	1	LS	\$91,920.00	\$87,068.00	\$149,532.01
6	13th Ave. North Dune Walkover	1	LS	\$111,109.00	\$118,200.00	\$213,128.70
7	12th Ave. North Dune Walkover	1	LS	\$91,641.00	\$79,768.00	\$133,005.90
8	11th Ave. North Dune Walkover	1	LS	\$116,404.00	\$106,980.00	\$191,245.97
9	10th Ave. North Dune Walkover	1	LS	\$93,085.00	\$87,998.00	\$155,686.03
10	14th Ave. South Dune Walkover	1	LS	\$102,175.00	\$97,580.00	\$168,565.42
11	15th Ave. South Dune Walkover	1	LS	\$78,933.00	\$73,079.00	\$120,810.92
12	19th Ave. South Dune Walkover	1	LS	\$104,524.00	\$103,720.00	\$183,039.94
13	20th Ave. South Dune Walkover	1	LS	\$86,030.00	\$84,456.00	\$149,873.92
14	25th Ave. South Dune Walkover	1	LS	\$68,194.00	\$63,604.00	\$100,751.75
15	30th Ave. South Dune Walkover	1	LS	\$132,364.00	\$121,325.00	\$227,261.30
BID PRICE - BASE BID				\$1,414,929.00	\$1,417,666.00	\$2,294,790.00

				C&H Marine Construction	Construct Co. Inc.	Greenway Bridge, LLC
<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
BASE BID 2 - 7 LOCATIONS						
1	City of Jacksonville Beach Building Permits	1	Allow.	\$8,050.00	\$4,896.00	\$3,500.00
2	Demolition of Existing Walkovers (7 total)	1	LS	\$35,456.00	\$112,694.00	\$29,925.00
3	7th Ave. North Dune Walkover	1	LS	\$88,714.00	\$88,555.00	\$154,090.91
4	4th Ave. North Dune Walkover	1	LS	\$88,648.00	\$87,461.00	\$154,432.83
5	3rd Ave. North Dune Walkover	1	LS	\$119,892.00	\$111,435.00	\$202,308.36
6	1st Ave. North Dune Walkover	1	LS	\$85,858.00	\$85,794.00	\$153,976.94
7	2nd Ave. South Dune Walkover	1	LS	\$92,857.00	\$93,402.00	\$168,451.95
8	8th Ave. South Dune Walkover	1	LS	\$111,524.00	\$108,711.00	\$200,705.69
9	12th Ave. South Dune Walkover	1	LS	\$84,322.00	\$72,954.00	\$123,318.32
BID PRICE - BASE BID				\$715,321.00	\$765,902.00	\$1,190,710.00

Public Works
Response Summary
Bid No. 2425-01 FY25 & FY26 Dune Walkover Replacement

Section 00301

Vendor	00300 Bid Proposal Form	A	B	C	D	E	F	00410 Bid Bond	Non- collusion Affidavit	Occupational License	W-9	Qualifications	Notes
Dockworks of North East Florida LLC													
dba C &H Marine Construction	x	x	x	x	x	x	x	x	x	x	x	x	Needs Certificatio Pursuant to FS §287.135
Construct Co. Inc.	x	x	x	x	x	x	x	x	x	a	x	x	Needs Certificatio Pursuant to FS §287.135
Greenway Bridge LLC	x	x	x	x	x	x	x	x	x	a	x	x	Needs Certificatio Pursuant to FS §287.135

Legend:
a: Not included



David Suarez, P.E.
Project Engineer
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

November 4, 2024

RE: Recommendation of Award for FY25/FY26 Dune Walkover Replacement – 20
Locations
City of Jacksonville Beach Bid No. 2425-01
Bid Review and Evaluation of Findings

Dear Mr. Suarez:

This letter summarizes the construction contract bids received for the FY25/FY26 Dune Walkover Replacement – 20 Locations project. The City of Jacksonville Beach (City) received a bid for the project on October 30, 2024 at 2:00 pm. Three (3) contractors submitted base bids for the project. The base bids were evaluated for conformance with the criteria set forth in the bidding documents. The total base bids of each contractor are the following.

- C&H Marine Construction: Base Bid 1: \$1,414,929.00; Base Bid 2: \$715,321.00
- Construct Co., Inc. Base Bid 1: \$1,417,666.00; Base Bid 2: \$765,902.00
- Greenway Bridge, LLC: Base Bid 1: \$2,294,790.00; Base Bid 2: \$1,190,710.00

The qualified low base bids received was from C&H Marine Construction. Four Waters Engineering (4Waters) has reviewed the submitted bid package provided by C&H Marine Construction and finds their bid responsive and responsible. All required items were acknowledged on the Base Bid Form and included with the bid package. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida. Qualifications and reference projects and contacts were included with the bid package. State licensing was provided; however, City procurement to review and approval state and local licensing documentation prior to final execution of a contract.

4Waters also investigated the contractor's experience, and reputation, and finds the contractor capable of performing the work for this project based on the information received from reference contacts.

Although the City will make final determination regarding contract award and available funds, 4Waters finds C&H Marine Construction base bids to be responsive and responsible, and recommends award of Base Bid 1 \$1,414,929.00 and Base Bid 2 \$715,321.00. 4Waters

further recommends that the City establish a contingency in an amount of at least fifteen percent (15%) of the total bid price to allow for any unknown conditions that may be encountered during construction.

We appreciate this opportunity to provide services to the City of Jacksonville Beach and look forward to working with the City during the ongoing construction of this project. If you have any questions, please feel free to contact me at 904-414-2400 Ext 54 or mklink@4weng.com.

Sincerely,
Four Waters Engineering, Inc.



Michael Klink, P.E.
Principal Engineer/Project Manager

CC: Kayle Moore, PE, COJB City Engineer

BID TABULATION**FY25 & FY26 Dune Walkover Replacement – 20 Locations**

				C&H Marine Construction	Construct Co. Inc.	Greenway Bridge, LLC
<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
BASE BID 1 - 13 LOCATIONS						
1	City of Jacksonville Beach Building Permits	1	Allow.	\$14,950.00	\$8,160.00	\$6,500.00
2	Demolition of Existing Walkovers (13 total)	1	LS	\$74,944.00	\$151,841.00	\$55,575.00
3	19th Ave. North Dune Walkover	1	LS	\$162,631.00	\$151,182.00	\$303,160.03
4	17th Ave. North Dune Walkover	1	LS	\$86,025.00	\$82,705.00	\$136,653.11
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10	14th Ave. South Dune Walkover	1	LS	\$102,175.00	\$97,580.00	\$168,565.42
11	15th Ave. South Dune Walkover	1	LS	\$78,933.00	\$73,079.00	\$120,810.92
12	19th Ave. South Dune Walkover	1	LS	\$104,524.00	\$103,720.00	\$183,039.94
13	20th Ave. South Dune Walkover	1	LS	\$86,030.00	\$84,456.00	\$149,873.92
14	25th Ave. South Dune Walkover	1	LS	\$68,194.00	\$63,604.00	\$100,751.75
15	30th Ave. South Dune Walkover	1	LS	\$132,364.00	\$121,325.00	\$227,261.30
BID PRICE - BASE BID				\$1,414,929.00	\$1,417,666.00	\$2,294,790.00

				C&H Marine Construction	Construct Co. Inc.	Greenway Bridge, LLC
<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
BASE BID 2 - 7 LOCATIONS						
1	City of Jacksonville Beach Building Permits	1	Allow.	\$8,050.00	\$4,896.00	\$3,500.00
2	Demolition of Existing Walkovers (7 total)	1	LS	\$35,456.00	\$112,694.00	\$29,925.00
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6	1st Ave. North Dune Walkover	1	LS	\$85,858.00	\$85,794.00	\$153,976.94
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9	12th Ave. South Dune Walkover	1	LS	\$84,322.00	\$72,954.00	\$123,318.32
BID PRICE - BASE BID				\$715,321.00	\$765,902.00	\$1,190,710.00



FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

November 5, 2024

Sent Electronically

David Suarez, P.E.
Project Manager
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
kmoore@jaxbchfl.net

Re: Proposal for Professional Engineering Services
FY25 Dune Walkover Replacement – 13 Locations
Construction Administration Services

Dear Mr. Suarez:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to the City of Jacksonville Beach Public Works Department (City) for construction administration services for the FY25 Dune Walkover Replacement – 13 Locations Project. 4Waters along with Applied Technology & Management (ATM), and Keister Webb Structural Engineering (K|W) prepared the design documents and bidding services for the project under previous proposals and authorizations. 4Waters will serve as Project Manager for the project and will provide the following construction phase services which is based on approximately 5-month period of construction completion (December 1st to April 30th) and includes services from ATM and K|W:

- Project Management – 4Waters will serve as the project manager of the project that will be the main point of contact for the contractor and City during construction.
- Pre-construction Meeting and Conformed Documents – 4Waters will participate in a pre-construction meeting for the project. The scope/fee is based on 4Waters scheduling the meeting, preparing the agenda, and distributing a meeting summary. 4Waters will also conform the bid drawings and project manual and provide at the Pre-construction meeting.
- Shop Drawing Review – 4Waters will maintain the shop drawing log and distribute shop drawings to the correct engineer of record discipline for review and approval.
- RFI's, Clarifications and Change Orders – 4Waters will coordinate with the necessary EORs to respond to the Contractor's Requests for Information and Requests for Clarifications and will modify the construction drawings as necessary. 4Waters will coordinate with Contractor and City to develop change orders, as necessary.
- Progress Meetings – As engineer of record, 4Waters will conduct monthly progress meetings, develop meeting agenda, create meeting minutes from progress meetings, and coordinate with City inspector as necessary to assess whether the project is in accordance with the design plans and generally meets the design intent.

- Construction Engineering Site Visits – The following site visits will be conducted based on a 5-month construction period. Site visits will be a critical part of the understanding of the contractor's construction schedule, progress, and potential RFI's.
 - 4Waters Engineering will conduct weekly site visits and provide an observation report for marine and structural EORs and City review.
 - ATM will conduct up to twelve (12) site visits.
 - K|W will conduct up to twenty-six (26) site visits.
- Pay Application Review and Verification – As engineer of record, 4Waters will review the contractor submitted pay applications. The City inspector will verify quantities installed requested for payment. 4Waters will coordinate with contractor on additional items needed for pay application review and approval. The City inspector will approve quantities and engineer of record review will approve pay application totals for City payment to be processed.
- Record Drawings – The Contractor is responsible for the preparation of the record drawings in AutoCAD format and submittal for review at substantial completion. The 4Waters design team will review the record drawings and determine whether the finished product is representative of the actual construction and suitable for acceptance by the City based on key site visits, RFIs, and City inspections.
- Substantial and Final Completion – The 4Waters design team (with City's involvement) will schedule, conduct and document the on-site review meetings for substantial and final completion of the construction efforts. At substantial completion the contractor will have completed the project to the point of beneficial operation by the City and will have presented their letter requesting reduction of retainage along with the list of items to be completed prior to final completion. The 4Waters design team will conduct the substantial completion inspection and prepare a punch list of items to be completed before the final completion meeting. The final completion inspection will verify completion of the punch list items and clear the way for the acceptance of the Contractor's final pay request. This task also includes final project closeout.

We appreciate this opportunity to work with the City and propose to complete the construction administration services outlined above for the lump sum fee of \$99,925.06. A breakdown is provided on the following page. If you have any questions, please contact me at mklink@4WEng.com or (904) 414-2400 Ext. 54.

With best regards,
Four Waters Engineering, Inc.



Michael Klink, PE
Principal Engineer

Attachment

City of Jacksonville Beach FY25 Dune Walkover Replacement - 13 Locations CA Services
Proposal for Professional Engineering Services

Job Title	Project Manager	Project Engineer	Design Engineer	Associate Engineer	Engineer Intern	CADD Designer	Administrative	Direct Costs	TOTALS
Hourly Rate	\$165.00	\$147.95	\$133.84	\$115.62	\$85.25	\$103.01	\$64.82		Hours
	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$		\$
1.0 Project Management	10 \$1,650.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	10 \$648.20	\$50.00	2,348.20
2.0 Pre-Construction Meeting and Conformed Documents	5 \$825.00	0 \$0.00	2 \$267.68	6 \$693.72	0 \$0.00	4 \$412.04	2 \$129.64	\$400.00	2,728.08
3.0 Shop Drawings Review & Log	4 \$660.00	0 \$0.00	6 \$803.04	12 \$1,387.44	0 \$0.00	0 \$0.00	4 \$259.28	\$25.00	3,134.76
4.0 RFIs, Clarifications, and Change Orders	10 \$1,650.00	8 \$1,183.60	8 \$1,070.72	12 \$1,387.44	0 \$0.00	4 \$412.04	2 \$129.64	\$50.00	5,883.44
5.0 Progress Meetings	15 \$2,475.00	0 \$0.00	0 \$0.00	15 \$1,734.30	0 \$0.00	0 \$0.00	5 \$324.10	\$25.00	4,558.40
6.0 Construction Engineering Site Visits	14 \$2,310.00	0 \$0.00	4 \$535.36	90 \$10,405.80	0 \$0.00	0 \$0.00	5 \$324.10	\$280.00	13,855.26
7.0 Pay Application Review and Verification	6 \$990.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	2 \$129.64	\$25.00	1,144.64
8.0 Record Drawings	4 \$660.00	0 \$0.00	8 \$1,070.72	0 \$0.00	0 \$0.00	8 \$824.08	2 \$129.64	\$50.00	2,734.44
9.0 Substantial and Final Completion	18 \$2,970.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	2 \$129.64	\$100.00	3,199.64
10.0 Marine EOR - ATM	5 \$825.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	5 \$324.10	\$38,090.00	39,239.10
11.0 Structural EOR - K W	5 \$825.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	5 \$324.10	\$19,950.00	21,099.10
TOTAL	\$15,840.00	\$1,183.60	\$3,747.52	\$15,608.70	\$0.00	\$1,648.16	\$2,852.08	\$59,045.00	99,925.06



A Geosyntec Company

November 5, 2024

Angela Bryan, PE, LEED AP
Four Waters Engineering, Inc.
324 6th Ave North
Jacksonville Beach, FL 32250

RE: Construction Phase Support Services – FY24-25 Dune Walkover Replacements 13 Locations

Dear Angela:

Applied Technology & Management (ATM) is pleased to present this proposal to provide Construction Phase Support Services to Four Waters Engineering, Inc. (4WE) for the construction of the 13 dune walkovers located at the following street ends within the City of Jacksonville Beach (City):

19 th Ave N	17 th Ave N	15 th Ave N	13 th Ave N
12 th Ave N	11 th Ave N	10 th Ave N	14 th Ave S
15 th Ave S	19 th Ave S	20 th Ave S	25 th Ave S
30 th Ave S			

ATM previously provided design, permitting, and bid support services for 20 walkovers (including the above table of 13 plus 7 additional) under Tasks 1-4 as identified in our proposal dated April 3, 2024. It is assumed herein that 13 of the 20 dune walkovers will be constructed during a single sea turtle nesting season window, between Nov 1, 2024, and April 30, 2025. It is our understanding that the remaining 7 will be constructed under a separate contractor mobilization between November 1, 2025 and April 30, 2026.

Scope of Services

Task 5 – Construction Phase Support

ATM will complete the following tasks:

- 1 ATM professional will attend a pre-construction meeting with 4WE, the City, the Contractor, and FDEP Field Representative.
- Review initial contractor submittal package of proposed means and methods, materials, shop drawings, testing plan(s), and regulatory submittals; provide comments; and review a finalized submittal (up to 8 hours Sr. Principal and 20 hours project engineer time, assuming 1 comprehensive submittal is made). Project engineer as described herein refers to a project professional or a senior staff classification. Additional submittal reviews would require additional services.
- Review and respond to miscellaneous requests for information (up to 6 hours of Sr. Principal time and 16 hours project engineer time)



APPLIED TECHNOLOGY & MANAGEMENT

100 SOUTHPARK BLVD., SUITE 407 • ST. AUGUSTINE, FL 32086 • 904.435.1355



- Complete the following site visits during the progress of construction to assist 4WE and the City: twice per month for 1 ATM project engineer (6-hour duration including travel time, 12 site visits total). Purpose of the site visits by ATM will be to observe work in progress, interface with the City construction inspector(s), address technical project items, and issue any comments in email or PDF memo format to 4WE following the site visit.
- 1 project engineer will participate in final/punch list site visit with 4WE, the City, and contractor. Comments will be provided to 4WE via email or PDF memo format.
- Assist 4WE with review of close out documentation and certifications (4 hours Sr. Principal, 16 hours project engineer)

For the purposes of this proposal, it is assumed that site visits will only be conducted during the construction window from November 1, 2024, through April 30, 2025. Actual distribution of the site visits will be based on contractor progress, City construction inspector needs, etc.

ATM will not provide construction management services or resident inspection to check the quality of work, and will not be responsible for the 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). ATM understands that construction management, resident inspection, surveying, pay applications processing, testing, as-builts, and related services will be provided by the City or others. The involvement of ATM during construction will not relieve the contractor from deficiencies discovered in their work and the City should advise the contractor accordingly. ATM shall not be responsible for project safety such as required by OSHA or other regulatory compliance requirements. This proposal does not include the review or approval of any upland utility or civil work and modifications to existing conditions, including sidewalks, signs, utilities, drainage, and parking areas.

All deliverables will be in electronic PDF format unless otherwise noted. This includes construction phase submittals and reviews.

Proposed Fees

Proposed fees are provided in the attached table and shall be invoiced on a lump sum/percent complete basis.

Should additional construction related services be requested by 4WE, ATM would require a change order. Such services could include construction contract negotiations and preparation; assistance with resolution of field problems; additional interpretation of plans/RFI's; more than 1 review of submittals (re-submittals); processing of change orders and applications for payment; plans revisions based on field conditions or contractor requests; presentations and/or meetings other than those identified; and additional site visits or extended construction timeline.

We appreciate this opportunity to work with the 4WE. If you have any questions or need additional information, please contact me.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT



Phillip Clancy, PE

Project Engineer

Attachments - Fee Breakdown



City of Jacksonville Beach
Construction Phase Support Services - FY24-25 Dune Walkovers - 13 Locations
Proposal for Professional Engineering Services

11/5/2024

<i>Job Title</i>	Sr. Principal Engineer	Project Professional	Staff Professional	Admin	Direct Costs*	TOTALS
<i>Hourly Rate</i>	\$290.00	\$175.00	\$150.00	\$90.00		Hours
	Hours \$	Hours \$	Hours \$	Hours \$		\$
Task 5	38.0	78.0	76.0	8.0		200
Construction Phase Support	\$11,020	\$13,650	\$11,400	\$720	\$1,300	\$38,090
TOTAL	38 \$11,020	78 \$13,650	76 \$11,400	8 \$720	\$1,300	200 \$38,090

* Direct costs estimated at 2% of labor + mileage for site visits.



November 5, 2024

K|W Project: 24043.01

Michael Klink, PE
Four Waters Engineering, Inc.
324 6th Avenue North
Jacksonville Beach, FL 32250

Re: City of Jacksonville Beach Dune Walkover Replacement FY25
Construction Phase Services (Thirteen Walkovers, FY24-FY25)
Jacksonville Beach, Florida

Dear Michael:

As per your request, I am pleased to submit this proposal for Construction Phase Services related to the replacement of thirteen (13) Jacksonville Beach Dune Walkovers during the fiscal year of 2024 to 2025 construction phase. A separate Construction Phase Services Proposal relating to the remaining seven (7) walkovers comprising the fiscal year 2025 to 2026 shall follow and be under a separate agreement.

The Construction Phase Services to be provided by Keister Webb Structural Engineers LLC shall be:

- 1) Review and take other appropriate action on the structural shop drawings and submittals only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- 2) Review contractor requests for substitutions of specified products and materials.
- 3) Review contractor requests for clarification or requests for additional information.
- 4) Review photographs and videos provided by the contractor of the new construction or existing conditions.
- 5) Prepare minor revisions to the construction documents and provide limited additional structural engineering design services to accommodate changes due to unanticipated field conditions, material and product availability, and contractor preferences or errors.
- 6) Attend a pre-construction meeting in Jacksonville Beach, Florida.
- 7) Perform a maximum of twenty-six (26) site visits, including a final punch list visit, to observe the progress of the work of the contractor(s) and prepare a written report of each site visit.

The total not-to-exceed fee for the above services 1) through 7) is Nineteen Thousand Nine Hundred and Fifty Dollars (\$19,950.00) and shall be billed hourly based on the following rates:

Principal.....	\$ 225.00/hour
Senior Project Engineer/Senior Project Manager	\$ 190.00/hour
Project Engineer/Project Manager	\$ 165.00/hour
Engineer/Structural Designer	\$ 155.00/hour
CADD/BIM Technician	\$ 120.00/hour
Administrative	\$ 80.00/hour
Additional Site Visit(s)	Hourly Rate

Keister Webb Structural Engineers LLC

6501 Arlington Expressway, Building B, Suite 201 | Jacksonville, Florida 32211 | 904-619-2333

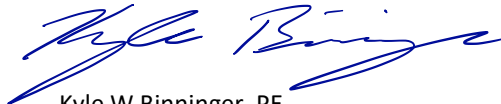
Travel-related and other expenses will not be billed for this project.

K|W shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. K|W reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.

The other terms and conditions as described in our subconsultant agreement for this project remain unchanged.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
Keister Webb Structural Engineers LLC



Kyle W Binninger, PE
Senior Project Engineer



Mark J Keister, PE
Principal

ACCEPTED BY

Client Signature

Printed Name and Title

Date

Client Project/PO Number



FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

November 5, 2024

Sent Electronically

David Suarez, P.E.
Project Manager
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
kmoore@jaxbchfl.net

Re: Proposal for Professional Engineering Services
FY26 Dune Walkover Replacement – 7 Locations
Construction Administration Services

Dear Mr. Suarez:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to the City of Jacksonville Beach Public Works Department (City) for construction administration services for the FY25 Dune Walkover Replacement – 13 Locations Project. 4Waters along with Applied Technology & Management (ATM), and Keister Webb Structural Engineering (K|W) prepared the design documents and bidding services for the project under previous proposals and authorizations. 4Waters will serve as Project Manager for the project and will provide the following construction phase services which is based on approximately 5-month period of construction completion (December 1st to April 30th) and includes services from ATM and K|W:

- Project Management – 4Waters will serve as the project manager of the project that will be the main point of contact for the contractor and City during construction.
- Pre-construction Meeting and Conformed Documents – 4Waters will participate in a pre-construction meeting for the project. The scope/fee is based on 4Waters scheduling the meeting, preparing the agenda, and distributing a meeting summary. The bid drawings and project manual will be conformed from the FY25 dune walkovers.
- Shop Drawing Review – 4Waters will maintain the shop drawing log and distribute shop drawings to the correct engineer of record discipline for review and approval.
- RFI's, Clarifications and Change Orders – 4Waters will coordinate with the necessary EORs to respond to the Contractor's Requests for Information and Requests for Clarifications and will modify the construction drawings as necessary. 4Waters will coordinate with Contractor and City to develop change orders, as necessary.
- Progress Meetings – As engineer of record, 4Waters will conduct monthly progress meetings, develop meeting agenda, create meeting minutes from progress meetings, and coordinate with City inspector as necessary to assess whether the project is in accordance with the design plans and generally meets the design intent.

- Construction Engineering Site Visits – The following site visits will be conducted based on a 5-month construction period. Site visits will be a critical part of the understanding of the contractor's construction schedule, progress, and potential RFI's.
 - 4Waters Engineering will conduct weekly site visits and provide an observation report for marine and structural EORs and City review.
 - ATM will conduct up to eight (8) site visits.
 - K|W will conduct up to fourteen (14) site visits.
- Pay Application Review and Verification – As engineer of record, 4Waters will review the contractor submitted pay applications. The City inspector will verify quantities installed requested for payment. 4Waters will coordinate with contractor on additional items needed for pay application review and approval. The City inspector will approve quantities and engineer of record review will approve pay application totals for City payment to be processed.
- Record Drawings – The Contractor is responsible for the preparation of the record drawings in AutoCAD format and submittal for review at substantial completion. The 4Waters design team will review the record drawings and determine whether the finished product is representative of the actual construction and suitable for acceptance by the City based on key site visits, RFIs, and City inspections.
- Substantial and Final Completion – The 4Waters design team (with City's involvement) will schedule, conduct and document the on-site review meetings for substantial and final completion of the construction efforts. At substantial completion the contractor will have completed the project to the point of beneficial operation by the City and will have presented their letter requesting reduction of retainage along with the list of items to be completed prior to final completion. The 4Waters design team will conduct the substantial completion inspection and prepare a punch list of items to be completed before the final completion meeting. The final completion inspection will verify completion of the punch list items and clear the way for the acceptance of the Contractor's final pay request. This task also includes final project closeout.

We appreciate this opportunity to work with the City and propose to complete the construction administration services outlined above for the lump sum fee of \$80,995.52. A breakdown is provided on the following page. If you have any questions, please contact me at mklink@4WEng.com or (904) 414-2400 Ext. 54.

With best regards,
Four Waters Engineering, Inc.



Michael Klink, PE
Principal Engineer

Attachment

City of Jacksonville Beach FY26 Dune Walkover Replacement - 7 Locations CA Services
Proposal for Professional Engineering Services

Job Title	Project Manager	Project Engineer	Design Engineer	Associate Engineer	Engineer Intern	CADD Designer	Administrative	Direct Costs	TOTALS
Hourly Rate	\$165.00	\$147.95	\$133.84	\$115.62	\$85.25	\$103.01	\$64.82		Hours
	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$		\$
1.0 Project Management	10 \$1,650.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	10 \$648.20	\$50.00	2,348.20
2.0 Pre-Construction Meeting	4 \$660.00	0 \$0.00	0 \$0.00	4 \$462.48	0 \$0.00	0 \$0.00	2 \$129.64	\$50.00	1,302.12
3.0 Shop Drawings Review & Log	2 \$330.00	0 \$0.00	4 \$535.36	8 \$924.96	0 \$0.00	0 \$0.00	2 \$129.64	\$25.00	1,944.96
4.0 RFIs, Clarifications, and Change Orders	8 \$1,320.00	6 \$887.70	6 \$803.04	12 \$1,387.44	0 \$0.00	4 \$412.04	2 \$129.64	\$50.00	4,989.86
5.0 Progress Meetings	15 \$2,475.00	0 \$0.00	0 \$0.00	15 \$1,734.30	0 \$0.00	0 \$0.00	5 \$324.10	\$25.00	4,558.40
6.0 Construction Engineering Site Visits	10 \$1,650.00	0 \$0.00	4 \$535.36	80 \$9,249.60	0 \$0.00	0 \$0.00	5 \$324.10	\$280.00	12,039.06
7.0 Pay Application Review and Verification	6 \$990.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	2 \$129.64	\$25.00	1,144.64
8.0 Record Drawings	2 \$330.00	0 \$0.00	8 \$1,070.72	0 \$0.00	0 \$0.00	8 \$824.08	2 \$129.64	\$50.00	2,404.44
9.0 Substantial and Final Completion	14 \$2,310.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	2 \$129.64	\$100.00	2,539.64
10.0 Marine EOR - ATM	5 \$825.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	5 \$324.10	\$33,476.00	34,625.10
11.0 Structural EOR - K W	5 \$825.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	5 \$324.10	\$11,950.00	13,099.10
TOTAL	\$13,365.00	\$887.70	\$2,944.48	\$13,758.78	\$0.00	\$1,236.12	\$2,722.44	\$46,081.00	80,995.52

November 5, 2024

Angela Bryan, PE, LEED AP
Four Waters Engineering, Inc.
324 6th Ave North
Jacksonville Beach, FL 32250

RE: Construction Phase Support Services – FY25-26 Dune Walkover Replacements 7 Locations

Dear Angela:

Applied Technology & Management (ATM) is pleased to present this proposal to provide Construction Phase Support Services to Four Waters Engineering, Inc. (4WE) for the construction of the 7 dune walkovers located at the following street ends within the City of Jacksonville Beach (City):

7 th Ave N	4 th Ave N	3 rd Ave N	1 st Ave N
2 nd Ave S	8 th Ave S	12 th Ave S	

ATM previously provided design, permitting, and bid support services for 20 walkovers (including the above table of 7 plus 13 additional) under Tasks 1-4 as identified in our proposal dated April 3, 2024. It is assumed herein that 7 of the 20 dune walkovers will be constructed during a single sea turtle nesting season window, between Nov 1, 2025, and April 30, 2026. However, actual construction for these 7 dune walkovers is expected to be completed in 4 contiguous months during the sea turtle nesting season window.

Scope of Services

Task 5 – Construction Phase Support

ATM will complete the following tasks:

- 1 ATM professional will attend a pre-construction meeting with 4WE, the City, the Contractor, and FDEP Field Representative.
- Review initial contractor submittal package of proposed means and methods, materials, shop drawings, testing plan(s), and regulatory submittals; provide comments; and review a finalized submittal (up to 8 hours Sr. Principal and 20 hours project engineer time, assuming 1 comprehensive submittal is made). Project engineer as described herein refers to a project professional or a senior staff classification. Additional submittal reviews would require additional services.
- Review and respond to miscellaneous requests for information (up to 6 hours of Sr. Principal time and 16 hours project engineer time)
- Complete the following site visits during the progress of construction to assist 4WE and the City: twice per month for 4 months for 1 ATM project engineer (6-hour duration including travel time, 8 site visits total). Purpose of the site visits by ATM will be to observe work in progress, interface



with the City construction inspector(s), address technical project items, and issue any comments in email or PDF memo format to 4WE following the site visit.

- 1 project engineer will participate in final/punch list site visit with 4WE, the City, and contractor. Comments will be provided to 4WE via email or PDF memo format.
- Assist 4WE with review of close out documentation and certifications (4 hours Sr. Principal, 16 hours project engineer)

For the purposes of this proposal, it is assumed that site visits will only be conducted during a 4-month period in the construction window from November 1, 2025, through April 30, 2026. Actual distribution of the site visits will be based on contractor progress, City construction inspector needs, etc.

ATM will not provide construction management services or resident inspection to check the quality of work, and will not be responsible for the 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). ATM understands that construction management, resident inspection, surveying, pay applications processing, testing, as-builts, and related services will be provided by the City or others. The involvement of ATM during construction will not relieve the contractor from deficiencies discovered in their work and the City should advise the contractor accordingly. ATM shall not be responsible for project safety such as required by OSHA or other regulatory compliance requirements. This proposal does not include the review or approval of any upland utility or civil work and modifications to existing conditions, including sidewalks, signs, utilities, drainage, and parking areas.

All deliverables will be in electronic PDF format unless otherwise noted. This includes construction phase submittals and reviews.

Proposed Fees

Proposed fees are provided in the attached table and shall be invoiced on a lump sum/percent complete basis.

Should additional construction related services be requested by 4WE, ATM would require a change order. Such services could include construction contract negotiations and preparation; assistance with resolution of field problems; additional interpretation of plans/RFI's; more than 1 review of submittals (re-submittals); processing of change orders and applications for payment; plans revisions based on field conditions or contractor requests; presentations and/or meetings other than those identified; and additional site visits or extended construction timeline.

We appreciate this opportunity to work with the 4WE. If you have any questions or need additional information, please contact me or Ethan Ross.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT



Phillip Clancy, PE

Project Engineer

Attachments - Fee Breakdown



City of Jacksonville Beach
Construction Phase Support Services - FY25-26 Dune Walkovers - 7 Locations
Proposal for Professional Engineering Services

11/5/2024

<i>Job Title</i>	Sr. Principal Engineer	Project Professional	Staff Professional	Admin	Direct Costs*	TOTALS
<i>Hourly Rate</i>	\$300.00	\$185.00	\$165.00	\$95.00		Hours
	Hours	Hours	Hours	Hours		\$
Task 5	30.0	66.0	64.0	7.0		167
Construction Phase Support	\$9,000	\$12,210	\$10,560	\$665	\$1,041	\$33,476
TOTAL	30 \$9,000	66 \$12,210	64 \$10,560	7 \$665	\$1,041	167 \$33,476

* Direct costs estimated at 2% of labor + mileage for site visits.



November 5, 2024

K|W Project: 24043.01

Michael Klink, PE
Four Waters Engineering, Inc.
324 6th Avenue North
Jacksonville Beach, FL 32250

Re: City of Jacksonville Beach Dune Walkover Replacement FY25
Construction Phase Services (Seven Walkovers, FY25-FY26)
Jacksonville Beach, Florida

Dear Michael:

As per your request, I am pleased to submit this proposal for Construction Phase Services related to the replacement of Seven (7) Jacksonville Beach Dune Walkovers during the fiscal year of 2025 to 2026 construction phase. A separate Construction Phase Services Proposal relating to the thirteen (13) walkovers comprising the fiscal year 2024 to 2025 shall follow and be under a separate agreement.

The Construction Phase Services to be provided by Keister Webb Structural Engineers LLC shall be:

- 1) Review and take other appropriate action on the structural shop drawings and submittals only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- 2) Review contractor requests for substitutions of specified products and materials.
- 3) Review contractor requests for clarification or requests for additional information.
- 4) Review photographs and videos provided by the contractor of the new construction or existing conditions.
- 5) Prepare minor revisions to the construction documents and provide limited additional structural engineering design services to accommodate changes due to unanticipated field conditions, material and product availability, and contractor preferences or errors.
- 6) Attend a pre-construction meeting in Jacksonville Beach, Florida.
- 7) Perform a maximum of fourteen (14) site visits, including a final punch list visit, to observe the progress of the work of the contractor(s) and prepare a written report of each site visit.

The total not-to-exceed fee for the above services 1) through 7) is Eleven Thousand Nine Hundred and Fifty Dollars (\$11,950.00) and shall be billed hourly based on the following rates:

Principal.....	\$ 225.00/hour
Senior Project Engineer/Senior Project Manager	\$ 190.00/hour
Project Engineer/Project Manager	\$ 165.00/hour
Engineer/Structural Designer	\$ 155.00/hour
CADD/BIM Technician	\$ 120.00/hour
Administrative	\$ 80.00/hour
Additional Site Visit(s)	Hourly Rate

Keister Webb Structural Engineers LLC

6501 Arlington Expressway, Building B, Suite 201 | Jacksonville, Florida 32211 | 904-619-2333

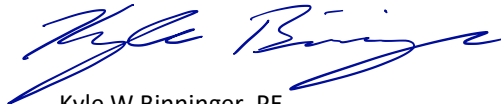
Travel-related and other expenses will not be billed for this project.

K|W shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. K|W reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.

The other terms and conditions as described in our subconsultant agreement for this project remain unchanged.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
Keister Webb Structural Engineers LLC



Kyle W Binninger, PE
Senior Project Engineer



Mark J Keister, PE
Principal

ACCEPTED BY

Client Signature

Printed Name and Title

Date

Client Project/PO Number

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development
DATE:	09/11/2024
SUBJECT:	Ordinance No. 2024-8218 Amending the Sidewalk Dining Ordinance

BACKGROUND

In 2023, the City Council created the Downtown Incentive Zone (DIZ), which exists within the same boundaries as the Central Business District Zoning, in order to be able to concentrate certain efforts to incentivize businesses in the core downtown of Jacksonville Beach. The first initiative was the passage of a local bill to allow smaller restaurants in the downtown core to be able to serve full alcohol as a 4COP Special Food Service Establishment. The second initiative was the passage of a pilot program to allow sidewalk dining along the north side of First Avenue North within the City's right-of-way. The sidewalk dining pilot program is set to expire in January 2025.

Two restaurants have applied for and received permits from the Planning and Development and Public Works departments to have outdoor dining on the City's public sidewalks: Jekyll Brewing and Oaxaca Club. Both establishments' representatives and the building owner have positive things to say about the way the program was structured and managed and expressed their support for the continuation and expansion of the program.

Due to the success of the first two restaurant establishments to take advantage of the sidewalk dining pilot program, staff recommends: 1) Extending the sidewalk dining program for five (5) years; and 2) Expanding the program to additional streets/corridors in the DIZ (currently approved on the north side only of First Avenue North between First and Second Streets).

Corridors to consider expanding the program into are as follows:

- Second Avenue North between First and Second Street
- Third Avenue North between First and Second Street
- Fourth Avenue North between First and Second Street
- Fifth Avenue North between First and Second Street
- Sixth Avenue North between First and Second Street

This proposed expansion takes into consideration existing, planned, and potential future restaurant opportunities.

Staff discussed the proposed expansion of the sidewalk dining program with City Council at a briefing on September 9, 2024. The Council was supportive of the expansion of corridors where sidewalk dining could be permitted. The Council was also supportive of establishing a new sunset date of five years from the date of approval of the new Ordinance. At their regular meeting held on November 18, 2024, the Community Redevelopment Agency adopted a resolution of support to continue and expand the Sidewalk Dining Pilot Program.



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

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2024-8218 on the first reading amending the Sidewalk Dining Ordinance, and schedule a second reading for December 16, 2024

ATTACHMENTS

1. Ordinance No. 2024-8218 Sidewalk Dining Pilot Program

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2024-8218

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 28 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, BY AMENDING SECTION 28-12 EXPANDING A SIDEWALK DINING PROGRAM IN THE DOWNTOWN INCENTIVE ZONE WITHIN THE DOWNTOWN REDEVELOPMENT DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the City desires to encourage the development and redevelopment of restaurant establishments in the Downtown Incentive Zone; and

WHEREAS, the Downtown Incentive Zone exists within the same boundaries as the Central Business District: CBD Zoning District boundaries; and

WHEREAS, the City Council approved the establishment of a Sidewalk Dining Pilot Program along the Civic Corridor as identified in the Downtown Action Plan, which includes 1st Avenue North; and

WHEREAS, the Sidewalk Dining Pilot Program serves to promote the public interest by contributing to a viable and attractive commercial and pedestrian environment; and

WHEREAS, the regulation of sidewalk dining is necessary to protect the public health, safety, and welfare, the interest of the City, and the primary use of the public streets and sidewalks by vehicular and pedestrian traffic; and

WHEREAS, the Sidewalk Dining Pilot Program has been in effect for two years and is set to expire on January 17th, 2025; and

WHEREAS, The City Council and Community Redevelopment Agency desire to continue and expand the Sidewalk Dining Program to other east-west corridors in the Downtown Redevelopment District; and

WHEREAS, the City Council hereby finds that this ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS. The above recitals are ratified, correct, and made part of this ordinance.

SECTION 2. THAT CHAPTER 28, SECTION 28-12, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED AS FOLLOWS¹:

This ordinance shall be known as the "Sidewalk Dining Ordinance."

Section 28-12. – Sidewalk Dining

(a) *Purpose.* The purpose of this section is to provide for regulation of sidewalk dining, as operated by qualified restaurants on public sidewalks within the Downtown Incentive Zone, and to more fully promote the public interest by contributing to a viable and attractive commercial and pedestrian environment. In recognition thereof, reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, the interest of the City, and the primary use of the public streets and sidewalks by vehicular and pedestrian traffic.

(b) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the following meanings ascribed to them:

City Manager means the chief administrative officer for the execution of the executive and administrative functions of the City Council under the direction and supervision of the City Council.

Operator or Permittee means the person operating a sidewalk dining area. The term shall also include owner, lessor, renter, or manager.

Person means any person, person's firm, association, co-partnership, joint venture, corporation, or any entity public or private in nature.

Restaurant means an establishment whose principal business is the selling of unpackaged food to the customer in a ready-to-consume state, in individual servings, or in non-disposable containers, and where the customer consumes these foods while seated at tables or counters.

Sidewalk means a paved walkway for pedestrians at the side of a street.

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

Sidewalk dining means a location on the public sidewalk where the use of furnishings such as temporary portable landscaping, dividers, seating, tables, and umbrellas are permitted as part of operation of an extension of a licensed restaurant establishment and which sidewalk dining is an incidental activity of the establishment.

- (c) Permits Required. A “Sidewalk Dining Permit” and “Revocable Right-of-Way Permit” are required in order to operate restaurant dining on a sidewalk within the City of Jacksonville Beach in designated areas. Designated areas include the north side of First Avenue North between First Street and Second Street, and the north and south sides of Second Avenue North, Third Avenue North, Fourth Avenue North, Fifth Avenue North and Sixth Avenue North between First Street and Second Street. The term of each permit is one full year from the date the permit is issued. Sidewalk dining permits are non-transferable. Permits will expire upon the earlier of transfer of ownership, change in use of the establishment, or each year.

- (1) Permit Application. Application for a Sidewalk Dining Permit shall be made to the City’s Planning and Development Department on a form prescribed by the City Manager’s Office with the following information or documents attached:

- i. Copy of a valid restaurant food service permit from State of Florida Department of Business and Professional Regulation.
- ii. Copy of a valid alcoholic beverage license issued from the State of Florida, if the applicant desires/intends to serve alcoholic beverages in the sidewalk dining area.
- iii. Copy of a valid local business tax receipt issued by the City of Jacksonville Beach.
- iv. An executed indemnification agreement.
- v. Proof of insurance coverage in the amount and type as required by this ordinance.
- vi. A layout which accurately depicts the dimensions of the existing sidewalk area or other public property and adjacent private property, the proposed location of the sidewalk dining area, the size and number of tables, seating, steps, planters, location of doorways, trees, sign posts, hydrants, sidewalk benches, trash receptacles, heaters, traffic signal poles, light poles, and any other obstructions, either existing or proposed.
- vii. Photographs, drawings, or manufacturer’s brochures fully describing the appearance and dimensions of all proposed tables, seating, umbrellas, barriers, or other objects related to the sidewalk dining area.

- (2) Permit approval. Upon review of the application, in consultation with other City departments as necessary, the City Manager or designee may approve, approve with conditions, or deny the sidewalk dining permit application.

- (3) Permit Renewal. Applicant shall submit a Sidewalk Dining Permit Renewal before January 1 of each calendar year. The permit renewal shall be made on a form prescribed by the City Manager with the following information or documents attached:

- i. Copy of a valid restaurant food service permit from State of Florida Department of Business and Professional Regulation.
 - ii. Copy of a valid alcoholic beverage license issued from the State of Florida, if the applicant desires/intends to serve alcoholic beverages in the sidewalk dining area.
 - iii. Proof of insurance coverage in the amount and type as required by this ordinance.
 - iv. If applicant wishes to change the layout, an updated layout which accurately depicts the dimensions of the existing sidewalk area or other public property and adjacent private property, the proposed location of the sidewalk dining area, the size and number of tables, seating, steps, planters, location of doorways, trees, sign posts, hydrants, sidewalk benches, trash receptacles, heaters, traffic signal poles, light poles, and any other obstructions, either existing or proposed.
 - v. If applicant wishes to change the previously approved appearance, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of any and all newly proposed tables, seating, umbrellas, barriers, or other objects related to the sidewalk dining area.
- (4) Permit Fee. The fee charged for the Sidewalk Dining Permit shall be established by the City Council and amended from time to time. Sidewalk dining permits not renewed by January 1 of each year are void, and all table, seating, and other items relating to the sidewalk dining area must be removed, and subsequent applications to operate sidewalk dining shall be treated as a new permit.
- (5) Revocable Encroachment Permit. A Revocable Encroachment Permit is required to operate a sidewalk dining area within the City's right-of-way on a public sidewalk. A Revocable Encroachment Permit application shall be made to the City's Public Works Department on a form prescribed by the City's Public Works Director with the following information attached:
- i. A Survey of the property showing the right-of-way to be utilized.
 - ii. A copy of the approved Sidewalk Dining Permit.
- (d) Sidewalk Dining Area Standards. A Sidewalk Dining Permit allows the permittee to utilize a portion of the public sidewalk as approved by the City Manager, or designee. The following conditions are required for the operation of a sidewalk dining area:
- (1) The permittee may utilize the width of the sidewalk adjacent to the permanently established restaurant, less a pathway equal to the average of the entire block's pathway width, compliant with ADA requirements, which must remain open for the movement of pedestrians at all times.
 - (2) Nothing may be placed within five (5) feet of a fire hydrant, pedestrian crosswalk, or curb cut.

- (3) Sidewalk dining area operators shall maintain the sidewalk and the curb and gutter immediately adjacent to it in a clean and safe condition. Full daily cleaning is required. Refuse shall not be disposed of in the City's sidewalk trash receptacles. The area shall be kept clear of all debris. The operator shall also be responsible for cleaning the ground or floor surface on which the sidewalk cafe is located and the gutter area immediately adjacent to the sidewalk cafe. Such cleaning shall include pressure cleaning.
 - (4) Tables, seating, fencing, and other furniture or fixtures may not be attached, chained, or in any other manner affixed to any tree, post, sign, sidewalk, curb, or other fixture.
 - (5) Only the area in front of a restaurant, as defined by projecting its interior width outward perpendicular to the street to a point at which it intersects the roadway (or within the sidewalk frontage of the building where the validly licensed restaurant is located provided that written approval is supplied by the building owner), can be used by the restaurant. The City Manager, or designee, may vary from this requirement where it is in the best interest of the public to allow a variance.
 - (6) The area permitted for a sidewalk dining area shall be surrounded on three sides by a system of connected rigid rails and posts, or other fixed physical features (which are not attached to the sidewalk) separating it from the street that would serve to contain crowds and maintain the boundaries of the sidewalk dining area. The sidewalk dining area may be open to the remaining sidewalk area. The system shall be designed and constructed such that it resists movement and can be disassembled and removed if necessary. Such divider shall not be less than forty-two inches in height. All tables and seating shall be located totally within the limits of the divider. It shall be the responsibility of the permittee to maintain the divider in its approved location at all times and to ensure that all furnishings remain within the area permitted.
 - (7) All tables, seating, and other removable furniture must be of a design, material, and specification suitable for outside dining. Prohibited items include folding tables and seating and wooden picnic tables. All tables, seating, and removable furniture must be approved as part of the Sidewalk Dining Permit.
- (e) Americans with Disabilities Access. Any person receiving a sidewalk dining permit hereunder agrees to fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- (f) Sale and Distribution of Alcoholic Beverages. A sidewalk dining operator who holds an alcoholic beverage license from the State of Florida, and approved by the City of Jacksonville Beach is allowed to serve alcoholic beverages within the sidewalk dining area under the following conditions:
- (1) The principal establishment to which the sidewalk dining area is associated must be properly permitted by all applicable government agencies to dispense alcoholic beverages for consumption on premises. All government permits that authorize the dispensation of alcoholic beverages must reflect the sidewalk dining area as part of the licensed premises. Once such permits reflect the sidewalk dining area as part of the licensed premises, the sidewalk dining area is hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided in Section 4-3 of the City's Code of Ordinances.

- (2) During all business hours of operation of the sidewalk dining area, a conspicuous sign must be posted within the sidewalk dining area that effectively notifies patrons that Section 4-3 of the City's Code of Ordinances prohibits removing open containers of alcoholic beverages from the licensed premises. The location, dimensions, and design of this notice is subject to review and approval by the City. This sign may be no larger than two (2) square feet.
- (3) Tables, seating, and other customer gathering areas must be separated from the remaining sidewalk path by stanchions, railings, or other approved barrier at least forty-two inches (42") in height on three sides.
- (4) Alcohol may only be possessed in the sidewalk dining area between the hours of 11:00 AM and 12:00 AM except on Sundays where the hours shall be between 11:00 AM and 10:00 PM.
- (5) Patrons must be seated at all times while consuming an alcoholic beverage.
- (6) Patrons may not remove any alcohol from the premises of the restaurant where the alcoholic beverage was purchased.
- (7) This section shall be interpreted to be an express exception from the City's alcoholic beverage ordinance as it pertains to open areas and the open container ban on City property. Any restaurant that sells alcoholic beverages pursuant to this ordinance shall be responsible for ensuring that it fully complies with all federal and state laws and regulations. The City of Jacksonville Beach does not intend and does not have legal authority to alter or waive any requirements or restrictions that may be imposed under federal or state law. Further, no representations are made by the City of Jacksonville Beach regarding the legality of any alcohol sales under state or federal law.
- (g) Privilege to Restrict Access. Within the designated sidewalk dining area, the permittee shall have the right to limit access and occupancy to only bona fide paying customers of that operator's restaurant who are behaving in a lawful manner.
- (h) Emergency Closure. In the event that a weather emergency or state of emergency has been issued for the City of Jacksonville Beach, the permittee shall close the sidewalk dining area and store all furniture used for the sidewalk dining area so that it is not a danger to the public. The City Manager, Chief of Police, Fire Marshal, or Building Official may order the closure of the sidewalk dining area where a condition that threatens the safety of the public exists.
- (i) Indemnification. The operator of a sidewalk dining area agrees to, and does by its operation of a sidewalk dining area, indemnify, defend, save, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of operator's activity on the occupied premises. The operator shall provide indemnification to the City in writing on a form provided by the City Attorney.
- (j) Insurance Required. It shall be unlawful to operate a sidewalk dining area unless the applicant furnishes in a form acceptable to the City Attorney evidence of commercial general liability insurance, and alcohol license liability insurance if serving alcohol, naming the City as an additionally insured party and insuring the City against any liability resulting from the uses permitted pursuant to this section. The coverage shall not be less than two million dollars (\$2,000,000.00) per occurrence. It shall not be lawful to operate a sidewalk

dining area at any time the insurance required by this section is not maintained and evidence of its continuance filed with the City.

- (k) Liabilities Assumed. The issuance of a Sidewalk Dining Permit shall not be construed or interpreted to convey any vested property rights or any leasehold rights or interests to any person or business. Permittee's use of the sidewalk dining area is subject to the rights of utility companies pursuant to franchise or easement. Prior to acceptance of a permit, a permittee shall acknowledge that permittee has inspected the sidewalk area and has determined that the area is suitable for its purposes and that it assumes all risks associated with its use of such area.
- (l) Violations and Penalties. Violation of any section of this ordinance shall result in the revocation of the Sidewalk Dining Permit. Violators may have their permit revoked by order of the City Manager.
- (m) Expiration. This section shall expire on ~~January 17, 2025~~ December 16, 2029, unless the City Council of the City of Jacksonville Beach amends this section by extending the expiration or repealing this paragraph in its entirety.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. SEVERABILITY. 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 5. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS ____ DAY OF _____, A.D., 2024.

Christine H. Hoffman, Mayor

Sherri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney