

**CATHERINE D. ROBINSON**  
**MAYOR**

**JOHN ROGERS**  
**VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.**  
**CITY MANAGER**



*Crossroads of Flagler County*

**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, May 22, 2023**

**7:00 PM**

1769 East Moody Boulevard (GSB),  
Chambers Room  
Bunnell, FL 32110

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### **A. Call Meeting to Order and Pledge Allegiance to the Flag**

**Roll Call**

**Invocation for our Military Troops and National Leaders**

### **B. Introductions, Commendations, Proclamations, and Presentations:**

**B.1.** Proclamation: Carver Community Garden Day

**B.2.** Presentation: Officer of the Quarter - 2023 Q1

**B.3.** Presentation: Swearing-in New Police Officer

### **C. Consent Agenda:**

#### **C.1. Approval of Warrant**

a. May 22, 2023 Warrant

#### **C.2. Approval of Minutes**

a. May 8, 2023 City Commission Meeting Minutes

**C.3.** Request approval for a Change Order to Asphalt Paving System Purchase Order #COB-10683-2023

**C.4.** Request to Approve Amended Business Incentive Agreement with Vidya, Inc.

**C.5.** Request Approval of New Outside Detail Agreements

**C.6.** Request to reappoint Carl Lilavois as a regular member of the Planning, Zoning and Appeals Board for another three year term.

**C.7.** Request to reappoint Lyn Lafferty as a regular member of the Planning, Zoning and Appeals Board for another three year term.

**C.8.** Request to appoint Gary Garner as a regular member of the Planning, Zoning and Appeals Board for a new three-year term.

- C.9. Request approval for a Change Order to FEC ROW LLC Purchase Order #COB-10681-2023
- C.10. Request approval to extend the agreement with Alliant Engineering, Inc. for Continuing Engineering Services
- C.11. Request approval to extend the agreement with CPH, Inc. for Continuing Engineering Services
- C.12. Request to reappoint Julie Aguiar as a regular member of the Code Enforcement Board for another three year term to begin in May 2023.

**D. Public Comments:**

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

**E. Ordinances: (Legislative):**

- E.1. Ordinance 2023-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" Future Land Use designation - Second Reading.
- E.2. Ordinance 2023-08 Requesting to change the Official Zoning Map for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from the Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District". - Second Reading
- E.3. Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - First Reading

**F. Resolutions: (Legislative):**

- F.1. Resolution 2023-02 Amending Resolution 2018-16 Solid Waste Rates

**G. Old Business: None**

**H. New Business:**

- H.1. Request to Approve an Interlocal Agreement with Flagler County for the Provision of Solid Waste Services to certain Rural/Agricultural Properties within the City of Bunnell.
- H.2. Request Contract No. 2023-04 Approval with PCEO, Inc. for the CMAR – WWTF Expansion and BNR Improvements Project
- H.3. Request for final plat approval for Grand Reserve Phase 3.
- H.4. Discussion on Police Grants
- H.5. Request Permission to Negotiate with New World Builders for RFP 2023-01 Restoration of Coquina City Hall Phase 1 and Authorize City Manager to Execute a Contract within the Budgeted Grant amount.
- H.6. Request Approval of an Interlocal Agreement with Flagler County Board of County Commissioners for Building Division Services.

**I. Reports:**

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

**J. Call for Adjournment.**

**This agenda is subject to change without notice. Please see posted copy at City Hall, and our website [www.BunnellCity.us](http://www.BunnellCity.us).**

**NOTICE:** If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she 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 based, 286.0105 Florida Statutes.

**Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.**

**THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.**

***Posted by City Clerk's office on May 15, 2023***



## *Proclamation*

*WHEREAS, The Carver Community Garden at 405 East Drain Street was created to encourage people to source their own food for a better quality of life bringing community together to share in the love and desire to learn more about gardening for healthy living; and*

*WHEREAS, The Carver Community Garden provides a setting for social interaction, nutrition education, and food production; reduces the risk of preventable disease with a focus on health and wellness; Promotes sustainable eco-friendly practices and education; and engages in charitable giving by donating a percentage of grown items to those in the surrounding neighborhood; and*

*WHEREAS, The Carver Community Garden in partnership with Flagler Habitat for Humanity enables individuals and groups to grow vegetables, fruits, and flowers that benefit them and the community surrounding the garden; and*

*WHEREAS, Long term, the Carver Community Garden will continue to be a catalyst for cultivating community involvement and providing opportunities for healthy living for both young and old.*

*NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby recognize June 3, 2023 as "Carver Community Garden Day" in the City of Bunnell and encourage all citizens to participate in cultivating the relationships and healthy lifestyles encouraged by community gardens.*

*Adopted this 22<sup>nd</sup> day of May 2023*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*



## City of Bunnell, Florida

### ATTACHMENTS:

Description

Warrant 5/22/2023

Type

Warrant



(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: 4C's Trucking &amp; Excavation, Inc.</b>					
	05/09/2023	4C's Trucking & Excavation, Inc.	18 Yards of Road Base with Del..	401-0533-533.5205	265.00
	05/09/2023	4C's Trucking & Excavation, Inc.	18 Yards of Road Base with Del..	404-0535-535.5200	265.00
<b>Vendor 4C's Trucking &amp; Excavation, Inc. Total:</b>					<b>530.00</b>
<b>Vendor: Advance Stores Company, Incorporated</b>					
	05/11/2023	Advance Stores Company, Inco...	Oil Filters Drain Container	401-0533-533.4640	38.33
	05/04/2023	Advance Stores Company, Inco...	Power Inverter	001-0521-521.4620	194.28
	05/09/2023	Advance Stores Company, Inco...	Replace battery in Gator,	001-0541-541.4640	29.63
<b>Vendor Advance Stores Company, Incorporated Total:</b>					<b>262.24</b>
<b>Vendor: Advanced Environmental Laboratories, Inc.</b>					
	05/01/2023	Advanced Environmental Labo...	Lab Testing	404-0535-535.3400	574.53
<b>Vendor Advanced Environmental Laboratories, Inc. Total:</b>					<b>574.53</b>
<b>Vendor: Autism Society of Greater Orlando</b>					
	03/27/2023	Autism Society of Greater Orla...	Autism Awareness Training	001-0521-521.5500	333.34
<b>Vendor Autism Society of Greater Orlando Total:</b>					<b>333.34</b>
<b>Vendor: Boulevard Tire Center</b>					
	05/09/2023	Boulevard Tire Center	Replace Tire	001-0541-541.4620	561.65
<b>Vendor Boulevard Tire Center Total:</b>					<b>561.65</b>
<b>Vendor: Bunnell Auto Supply, Inc.</b>					
	02/07/2023	Bunnell Auto Supply, Inc.	Clarifier repair parts	404-0535-535.4640	71.94
	03/15/2023	Bunnell Auto Supply, Inc.	Hydraulic Oil	401-0533-533.4640	144.73
	03/15/2023	Bunnell Auto Supply, Inc.	Hydraulic Oil	404-0535-535.4640	144.74
	05/10/2023	Bunnell Auto Supply, Inc.	HD 50 50 AF 1 gal x 12	402-0534-534.4620	200.28
	05/11/2023	Bunnell Auto Supply, Inc.	Tow Ropes and Gloves	001-0541-541.5200	155.00
	05/11/2023	Bunnell Auto Supply, Inc.	LED Lights	001-0541-541.4650	260.00
	05/11/2023	Bunnell Auto Supply, Inc.	30 QT Oil	401-0533-533.4640	3.49
	05/02/2023	Bunnell Auto Supply, Inc.	Windshield wipers for 941	402-0534-534.4620	23.22
	05/02/2023	Bunnell Auto Supply, Inc.	trailer hitch mounting	401-0533-533.4620	139.87
<b>Vendor Bunnell Auto Supply, Inc. Total:</b>					<b>1,143.27</b>
<b>Vendor: Charter Communications</b>					
	05/01/2023	Charter Communications	100 Utility St 5.01.23-5.31.23	001-0521-521.4100	400.00
	05/07/2023	Charter Communications	604 E Moody (6)	001-0519-519.4100	109.98
	05/07/2023	Charter Communications	405 E Drain	001-0572-572.4100	104.99
	05/07/2023	Charter Communications	1769 E Moody	001-0521-521.4100	124.98
<b>Vendor Charter Communications Total:</b>					<b>739.95</b>
<b>Vendor: Christopher Scott Zwirn</b>					
	04/25/2023	Christopher Scott Zwirn	AMGLO Tall Sights	001-0521-521.5200	227.60
	04/25/2023	Christopher Scott Zwirn	Red Dot Optics	001-0521-521.5200	1,260.00
	04/25/2023	Christopher Scott Zwirn	Glock 34 with sights & optics	001-0521-521.5200	2,120.00
<b>Vendor Christopher Scott Zwirn Total:</b>					<b>3,607.60</b>
<b>Vendor: Collage Design and Construction Group, Inc.</b>					
	05/10/2023	Collage Design and Constructi...	MC2023-01	001-0519-519.3100	49,879.50
<b>Vendor Collage Design and Construction Group, Inc. Total:</b>					<b>49,879.50</b>
<b>Vendor: DG Hardware, Inc.</b>					
	05/01/2023	DG Hardware, Inc.	Pressure switch	404-0535-535.5200	29.69
	05/11/2023	DG Hardware, Inc.	3" Paint Brush	401-0533-533.5205	14.98
	05/02/2023	DG Hardware, Inc.	Fasteners	402-0534-534.4640	4.16
	05/02/2023	DG Hardware, Inc.	Xylene for 550 truck bumpers	401-0533-533.4620	5.50
	05/02/2023	DG Hardware, Inc.	Xylene for 550 truck bumpers	404-0535-535.4620	5.51
	05/03/2023	DG Hardware, Inc.	Kwik Weld, Gorilla Tape, Resin	404-0535-535.5200	122.41
	05/04/2023	DG Hardware, Inc.	Brushes to paint hydrants	401-0533-533.5265	41.90

## Expense Approval Register

Packet: APPKT08000 - 05.22.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/04/2023	DG Hardware, Inc.	Batteries for WWTP	404-0535-535.5200	168.31
	05/04/2023	DG Hardware, Inc.	Paint and Supplies for office	401-0533-533.5205	23.02
	05/04/2023	DG Hardware, Inc.	Paint and Supplies for office	404-0535-535.5200	23.02
	05/05/2023	DG Hardware, Inc.	Dowel Round, Primer	001-0521-521.5200	22.36
	05/05/2023	DG Hardware, Inc.	PVC Pipe and Pipe Cap	001-0521-521.5200	17.24
	05/09/2023	DG Hardware, Inc.	Master Key & Ring	001-0521-521.5200	38.08
			<b>Vendor DG Hardware, Inc. Total:</b>		<b>516.18</b>
<b>Vendor: Dolphin Printing &amp; Design, Inc.</b>					
	05/07/2023	Dolphin Printing & Design, Inc.	Buisness Cards	001-0512-512.4700	55.00
	05/07/2023	Dolphin Printing & Design, Inc.	Buisness Cards	001-0513-513.4700	110.00
			<b>Vendor Dolphin Printing &amp; Design, Inc. Total:</b>		<b>165.00</b>
<b>Vendor: Duval Asphalt Products, Inc</b>					
	04/30/2023	Duval Asphalt Products, Inc	Asphalt for Potholes	001-0541-541.5300	2,464.00
			<b>Vendor Duval Asphalt Products, Inc Total:</b>		<b>2,464.00</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	04/27/2023	Environmental Land Services of..	8 yds crushed shell	001-0572-572.5200	144.00
	04/28/2023	Environmental Land Services of..	Services through 4/21-4/27	402-0534-534.3400	5,245.81
	05/05/2023	Environmental Land Services of..	Services for 4.28.23 - 5.04.23	402-0534-534.3400	5,140.19
			<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>		<b>10,530.00</b>
<b>Vendor: Expert Chemical Sales &amp; Service LLC</b>					
	04/26/2023	Expert Chemical Sales & Servic...	Paper Towels 6, Toilet Tissue 4	001-0572-572.5100	827.00
	05/04/2023	Expert Chemical Sales & Servic...	Black Trash Bags for Debris	001-0541-541.5200	680.50
			<b>Vendor Expert Chemical Sales &amp; Service LLC Total:</b>		<b>1,507.50</b>
<b>Vendor: Ferguson Waterworks #3650</b>					
	03/14/2023	Ferguson Waterworks #3650	DRAINAGE GRATES Section 4 &..	001-0538-538.4600	558.00
			<b>Vendor Ferguson Waterworks #3650 Total:</b>		<b>558.00</b>
<b>Vendor: Flagler County Board of County Commissioners</b>					
	11/24/2022	Flagler County Board of County..	Network User Fee FY 22-23	001-0511-511.3400	15,861.60
	12/07/2022	Flagler County Board of County..	Pub Software	001-0511-511.5230	9,375.44
	03/19/2023	Flagler County Board of County..	RADIO REPAIRS	001-0521-521.4620	175.00
	05/18/2023	Flagler County Board of County..	Cold Weather Shelter 12.23-12..	001-0511-511.8200	2,250.00
			<b>Vendor Flagler County Board of County Commissioners Total:</b>		<b>27,662.04</b>
<b>Vendor: Flagler County Clerk of Courts</b>					
	05/01/2023	Flagler County Clerk of Courts	Recording on 4.26.23	001-0524-524.3300	78.00
			<b>Vendor Flagler County Clerk of Courts Total:</b>		<b>78.00</b>
<b>Vendor: Flagler County Sheriff's Office</b>					
	05/02/2023	Flagler County Sheriff's Office	June 2023 Revenue Request	001-0521-521.3400	10,360.81
			<b>Vendor Flagler County Sheriff's Office Total:</b>		<b>10,360.81</b>
<b>Vendor: Flagler Humane Society</b>					
	04/30/2023	Flagler Humane Society	Services for April 2023	001-0562-562.3402	2,134.00
			<b>Vendor Flagler Humane Society Total:</b>		<b>2,134.00</b>
<b>Vendor: Florida Georgia Aquatic Services LLC</b>					
	01/02/2023	Florida Georgia Aquatic Servic...	January 2023 Service	001-0572-572.4900	82.50
	11/01/2022	Florida Georgia Aquatic Servic...	December 2023 Service	001-0572-572.4900	82.50
	11/01/2023	Florida Georgia Aquatic Servic...	November 2022 Service	001-0572-572.4900	82.50
	02/01/2023	Florida Georgia Aquatic Servic...	February 2023 Service	001-0572-572.4900	82.50
	03/01/2023	Florida Georgia Aquatic Servic...	March 2023 Service	001-0572-572.4900	82.50
	04/03/2023	Florida Georgia Aquatic Servic...	April 2023 Service	001-0572-572.4900	82.50
			<b>Vendor Florida Georgia Aquatic Services LLC Total:</b>		<b>495.00</b>
<b>Vendor: Florida Notary Association</b>					
	05/09/2023	Florida Notary Association	Notary Application	001-0513-513.5400	116.00
			<b>Vendor Florida Notary Association Total:</b>		<b>116.00</b>
<b>Vendor: Galls Parent Holdings, LLC</b>					
	04/26/2023	Galls Parent Holdings, LLC	Uniform Hat , Rain Cover	001-0521-521.5220	155.95
	04/28/2023	Galls Parent Holdings, LLC	Head Straps Stratton Hat	001-0521-521.5220	27.98

## Expense Approval Register

Packet: APPKT08000 - 05.22.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/03/2023	Galls Parent Holdings, LLC	Elite Case, Belts, Light Holder	001-0521-521.5220	877.54
			<b>Vendor Galls Parent Holdings, LLC Total:</b>		<b>1,061.47</b>
<b>Vendor: Grant Professionals, Inc.</b>					
	03/31/2023	Grant Professionals, Inc.	Services for 3.1.23-3.31.23	001-0521-521.3100	1,500.00
	04/30/2023	Grant Professionals, Inc.	Grants Management for 4/1-4...	001-0521-521.3100	1,500.00
			<b>Vendor Grant Professionals, Inc. Total:</b>		<b>3,000.00</b>
<b>Vendor: Guardian Alliance Technologies, Inc</b>					
	04/30/2023	Guardian Alliance Technologies..	Software License	001-0521-521.4900	370.00
			<b>Vendor Guardian Alliance Technologies, Inc Total:</b>		<b>370.00</b>
<b>Vendor: Hawkins Inc</b>					
	04/28/2023	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	600.00
	04/28/2023	Hawkins Inc	Chemicals for WWTP	401-0533-533.5205	1,767.50
	05/05/2023	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	672.00
			<b>Vendor Hawkins Inc Total:</b>		<b>3,039.50</b>
<b>Vendor: HD Supply Facilities Maintenance Ltd</b>					
	04/27/2023	HD Supply Facilities Maintena...	PPE for Field Crew & Lab suppl...	401-0533-533.5205	195.21
	04/27/2023	HD Supply Facilities Maintena...	PPE for Field Crew & Lab suppl...	404-0535-535.5200	157.11
	04/28/2023	HD Supply Facilities Maintena...	Lab Supplies	401-0533-533.5205	138.48
	04/28/2023	HD Supply Facilities Maintena...	Lab Supplies	404-0535-535.5200	106.48
			<b>Vendor HD Supply Facilities Maintenance Ltd Total:</b>		<b>597.28</b>
<b>Vendor: Heritage Landscape Supply Group, Inc.</b>					
	04/27/2023	Heritage Landscape Supply Gr...	Diquat Herbicide	001-0541-541.5200	346.56
			<b>Vendor Heritage Landscape Supply Group, Inc. Total:</b>		<b>346.56</b>
<b>Vendor: Ixom Watercare Inc</b>					
	05/09/2023	Ixom Watercare Inc	Rubber expansion joint	401-0533-533.4640	610.00
	05/09/2023	Ixom Watercare Inc	Pneumatic butterfly valve	401-0533-533.4640	1,678.08
			<b>Vendor Ixom Watercare Inc Total:</b>		<b>2,288.08</b>
<b>Vendor: Kerri A Uebel</b>					
	03/03/2023	Kerri A Uebel	mix oil for are 2 cycle equip	001-0541-541.4640	84.99
	05/04/2023	Kerri A Uebel	Control Handle for Unit 232	001-0572-572.4640	85.50
			<b>Vendor Kerri A Uebel Total:</b>		<b>170.49</b>
<b>Vendor: Language Line Services Inc</b>					
	04/30/2023	Language Line Services Inc	Over the phone Interpretation	001-0512-512.4100	11.76
			<b>Vendor Language Line Services Inc Total:</b>		<b>11.76</b>
<b>Vendor: Locaters International, Inc.</b>					
	05/02/2023	Locaters International, Inc.	Pre-Employ Polygraph Harris, D.	001-0521-521.4900	150.00
			<b>Vendor Locaters International, Inc. Total:</b>		<b>150.00</b>
<b>Vendor: Lowe's Companies, Inc</b>					
	04/25/2023	Lowe's Companies, Inc	Charged for items not delivered	404-0535-535.5200	-291.31
	04/25/2023	Lowe's Companies, Inc	V	404-0535-535.5200	-192.32
	04/27/2023	Lowe's Companies, Inc	Dropped Sale	001-0541-541.5300	-595.00
	04/27/2023	Lowe's Companies, Inc	BUILD ROAD SIDE DRAINAGE ...	001-0541-541.5300	643.34
	04/28/2023	Lowe's Companies, Inc	2 HP Pump	404-0535-535.5264	407.55
	05/10/2023	Lowe's Companies, Inc	Dropped sale rebilled issue	401-0533-533.5265	-56.69
	05/10/2023	Lowe's Companies, Inc	Dropped sale rebilled issue	401-0533-533.5265	-161.62
	05/10/2023	Lowe's Companies, Inc	Air Tool and accessories	401-0533-533.5265	207.75
	05/11/2023	Lowe's Companies, Inc	Pallet of 50 lb bags of concrete	401-0533-533.5205	160.84
	05/11/2023	Lowe's Companies, Inc	Pallet of 50 lb bags of concrete	404-0535-535.5200	160.83
	05/05/2023	Lowe's Companies, Inc	Valves	401-0533-533.5205	51.92
			<b>Vendor Lowe's Companies, Inc Total:</b>		<b>335.29</b>
<b>Vendor: Lynch Oil Company</b>					
	05/10/2023	Lynch Oil Company	Diesel needed for equipment	404-0535-535.5210	885.39
	05/10/2023	Lynch Oil Company	Diesel needed for equipment	401-0533-533.5210	745.86
	05/10/2023	Lynch Oil Company	Road Diesel	001-0541-541.5210	276.11
	05/10/2023	Lynch Oil Company	Road Diesel	401-0533-533.5210	276.12



## Expense Approval Register

Packet: APPKT08000 - 05.22.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/10/2023	Lynch Oil Company	Road Diesel	404-0535-535.5210	276.11
				<b>Vendor Lynch Oil Company Total:</b>	<b>2,459.59</b>
<b>Vendor: MacData LLC</b>					
	04/30/2023	MacData LLC	Pre-Employment for Rosado, F.	404-0535-535.4900	30.00
				<b>Vendor MacData LLC Total:</b>	<b>30.00</b>
<b>Vendor: McMaster-Carr Supply Company</b>					
	04/26/2023	McMaster-Carr Supply Compa...	union to repair leaking valve fo..	401-0533-533.5205	308.51
	05/04/2023	McMaster-Carr Supply Compa...	11-pin 120V ac Relays	401-0533-533.4640	594.29
	05/05/2023	McMaster-Carr Supply Compa...	Spare Chemical Injection Parts	401-0533-533.5205	228.70
	05/09/2023	McMaster-Carr Supply Compa...	Supplies to re-paint the pipes	401-0533-533.5205	923.79
				<b>Vendor McMaster-Carr Supply Company Total:</b>	<b>2,055.29</b>
<b>Vendor: Medi-Quick Urgent Care</b>					
	05/02/2023	Medi-Quick Urgent Care	Rosado, Taylor, Scott, Parsons	001-0521-521.4900	73.00
	05/02/2023	Medi-Quick Urgent Care	Rosado, Taylor, Scott, Parsons	001-0524-524.4900	40.00
	05/02/2023	Medi-Quick Urgent Care	Rosado, Taylor, Scott, Parsons	001-0572-572.4900	115.00
	05/02/2023	Medi-Quick Urgent Care	Rosado, Taylor, Scott, Parsons	404-0535-535.4900	115.00
				<b>Vendor Medi-Quick Urgent Care</b>	<b>Total: 343.00</b>
<b>Vendor: Michael Leo Dove</b>					
	05/11/2023	Michael Leo Dove	04.26.23- 05.10.23 Services	001-0524-524.3401	550.00
				<b>Vendor Michael Leo Dove Total:</b>	<b>550.00</b>
<b>Vendor: New Directions</b>					
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0511-511.2300	32.43
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0512-512.3400	19.48
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0513-513.2300	34.38
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0516-516.2300	3.57
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0521-521.2300	97.33
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0524-524.2300	25.95
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0541-541.2300	35.05
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0549-549.2300	6.48
	02/01/2023	New Directions	Quarterly 02/23-04/23	001-0572-572.3400	25.95
	02/01/2023	New Directions	Quarterly 02/23-04/23	401-0533-533.2300	54.19
	02/01/2023	New Directions	Quarterly 02/23-04/23	402-0534-534.2300	26.29
	02/01/2023	New Directions	Quarterly 02/23-04/23	404-0535-535.2300	54.15
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0511-511.2300	38.33
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0512-512.3400	23.02
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0513-513.2300	40.63
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0516-516.2300	4.22
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0521-521.2300	115.03
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0524-524.2300	30.67
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0541-541.2300	41.42
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0549-549.2300	7.66
	05/01/2023	New Directions	Quarterly 05/23-07/23	001-0572-572.3400	30.67
	05/01/2023	New Directions	Quarterly 05/23-07/23	401-0533-533.2300	64.04
	05/01/2023	New Directions	Quarterly 05/23-07/23	402-0534-534.2300	31.06
	05/01/2023	New Directions	Quarterly 05/23-07/23	404-0535-535.2300	64.00
				<b>Vendor New Directions Total:</b>	<b>906.00</b>
<b>Vendor: NextEra Energy Inc</b>					
	04/29/2023	NextEra Energy Inc	56661-53118 April 2023	001-0519-519.4300	245.46
	04/29/2023	NextEra Energy Inc	51926-14112 April 2023	001-0541-541.4300	136.84
	04/29/2023	NextEra Energy Inc	51926-14112 April 2023	001-0519-519.4300	111.62
	04/29/2023	NextEra Energy Inc	27516-03917 April 2023	001-0521-521.4300	102.73
	04/29/2023	NextEra Energy Inc	27076-01973 April 2023	001-0521-521.4300	32.74
	04/29/2023	NextEra Energy Inc	16885-09957 April 2023	001-0521-521.4300	39.06
	04/29/2023	NextEra Energy Inc	16525-04919 April 2023	001-0541-541.4300	7,334.13
	04/29/2023	NextEra Energy Inc	16455-03937 April 2023	001-0519-519.4300	520.52
	04/29/2023	NextEra Energy Inc	06115-08987 April 2023	001-0519-519.4300	44.77
	04/29/2023	NextEra Energy Inc	02735-15254 April 2023	001-0541-541.4300	60.04
	05/01/2023	NextEra Energy Inc	37390-07957 April 2023	001-0541-541.4300	3,601.50

## Expense Approval Register

Packet: APPKT08000 - 05.22.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/01/2023	NextEra Energy Inc	37400-05982 April 2023	001-0521-521.4300	212.65
	05/03/2023	NextEra Energy Inc	47533-10046 April 2023	001-0572-572.4300	104.62
	05/04/2023	NextEra Energy Inc	09445-94365 April 2023	001-0519-519.4300	28.30
	05/04/2023	NextEra Energy Inc	23515-07823 April 2023	001-0519-519.4300	26.64
	05/05/2023	NextEra Energy Inc	14322-90094 April 2023	001-0541-541.4300	36.75
	05/05/2023	NextEra Energy Inc	56811-06810 April 2023	001-0519-519.4300	28.06
		<b>Vendor NextEra Energy Inc</b>		<b>Total:</b>	<b>12,666.43</b>
<b>Vendor: Nextran</b>					
	05/10/2023	Nextran	Connection Hose, Clamp	402-0534-534.4620	282.57
		<b>Vendor Nextran Total:</b>			<b>282.57</b>
<b>Vendor: Norman E Hoffman</b>					
	05/03/2023	Norman E Hoffman	Dawn Harris, Lyle Tripp Evaluat..	001-0521-521.4900	650.00
		<b>Vendor Norman E Hoffman Total:</b>			<b>650.00</b>
<b>Vendor: North America Fire Equipment Co Inc</b>					
	04/27/2023	North America Fire Equipment...	Cargo Pocket Navy Pants Odgen	001-0521-521.5220	135.00
	04/27/2023	North America Fire Equipment...	Cargo pocket navy pants	001-0521-521.5220	155.29
	04/05/2023	North America Fire Equipment...	Duty Pantsr Pocket Zapata	001-0521-521.5220	135.00
		<b>Vendor North America Fire Equipment Co Inc Total:</b>			<b>425.29</b>
<b>Vendor: Pace Analytical Services, LLC</b>					
	04/28/2023	Pace Analytical Services, LLC	Lab Testing 4/14-4/21	401-0533-533.3401	375.00
		<b>Vendor Pace Analytical Services, LLC Total:</b>			<b>375.00</b>
<b>Vendor: Preferred Governmental Insurance Trust</b>					
	06/01/2023	Preferred Governmental Insur...	Agreement #WC FL1 0182002 ...	001-2182000	5,702.75
		<b>Vendor Preferred Governmental Insurance Trust Total:</b>			<b>5,702.75</b>
<b>Vendor: Rayco Funding &amp; Development, Inc</b>					
	04/27/2023	Rayco Funding & Development...	Cleaned Dewatering box	404-0535-535.3400	1,575.00
	05/11/2023	Rayco Funding & Development...	Cleaning Dewatering Box	404-0535-535.3400	1,575.00
	05/04/2023	Rayco Funding & Development...	Cleaned Dewatering Box	404-0535-535.3400	1,575.00
		<b>Vendor Rayco Funding &amp; Development, Inc Total:</b>			<b>4,725.00</b>
<b>Vendor: RDK TRUCK SALES AND SERVICE INC</b>					
	05/01/2023	RDK TRUCK SALES AND SERVIC...	2 momentary switches	402-0534-534.4620	108.28
		<b>Vendor RDK TRUCK SALES AND SERVICE INC Total:</b>			<b>108.28</b>
<b>Vendor: Rossi's Heating &amp; Air Conditioning INC</b>					
	05/08/2023	Rossi's Heating & Air Condition...	Diagnostics on Suite 5 Heater	401-0533-533.4610	143.50
	05/08/2023	Rossi's Heating & Air Condition...	Diagnostics on Suite 5 Heater	404-0535-535.4610	143.50
		<b>Vendor Rossi's Heating &amp; Air Conditioning INC Total:</b>			<b>287.00</b>
<b>Vendor: Rush Truck Centers of Florida Inc</b>					
	04/27/2023	Rush Truck Centers of Florida I...	Step Fuel Tank	402-0534-534.4620	800.86
		<b>Vendor Rush Truck Centers of Florida Inc Total:</b>			<b>800.86</b>
<b>Vendor: S.R. Bray, LLC</b>					
	03/22/2023	S.R. Bray, LLC	ATS Inspection	404-0535-535.4640	159.65
	04/17/2023	S.R. Bray, LLC	3400/3401 Misc Contract Servi...	404-0535-535.3400	1,236.25
		<b>Vendor S.R. Bray, LLC Total:</b>			<b>1,395.90</b>
<b>Vendor: SHI International Corp</b>					
	05/10/2023	SHI International Corp	Additional Microsoft Licenses	001-0516-516.5230	596.10
	05/04/2023	SHI International Corp	Adobe Acrobat Pro	001-0516-516.5230	23.16
		<b>Vendor SHI International Corp Total:</b>			<b>619.26</b>
<b>Vendor: Sirchie Acquisition Company, LLC</b>					
	04/27/2023	Sirchie Acquisition Company, L...	NARK II Scott Reagent	001-0521-521.5200	46.54
		<b>Vendor Sirchie Acquisition Company, LLC Total:</b>			<b>46.54</b>
<b>Vendor: Staples Inc</b>					
	05/01/2023	Staples Inc	Base rate 5.5-8.4 contract DX5...	001-0541-541.3400	108.57
	05/01/2023	Staples Inc	Base rate 5.5-8.4 contract DX5...	401-0533-533.3401	108.57
	05/01/2023	Staples Inc	Base rate 5.5-8.4 contract DX5...	404-0535-535.3400	108.61
		<b>Vendor Staples Inc Total:</b>			<b>325.75</b>

## Expense Approval Register

Packet: APPKT08000 - 05.22.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Staples, Inc</b>					
	05/02/2023	Staples, Inc	Catalog Envelopes, binder, pac...	001-0521-521.5100	54.50
	05/05/2023	Staples, Inc	Cubilce Workstation	001-0521-521.5100	1,724.19
	05/05/2023	Staples, Inc	L Shaped Desk	001-0521-521.5100	779.99
	05/05/2023	Staples, Inc	Copy Paper, White Board	001-0521-521.5100	64.28
	05/09/2023	Staples, Inc	Expo Eraser and dry erase Boa...	001-0521-521.5100	83.86
			<b>Vendor Staples, Inc Total:</b>		<b>2,706.82</b>
<b>Vendor: Sun Country Termite &amp; Pest Control</b>					
	04/03/2023	Sun Country Termite & Pest C...	300 Tolman St	001-0541-541.3400	40.00
	04/03/2023	Sun Country Termite & Pest C...	100 Utility Dr	401-0533-533.3401	30.00
	04/03/2023	Sun Country Termite & Pest C...	200 Tolman St	404-0535-535.3400	30.00
	04/06/2023	Sun Country Termite & Pest C...	604 E Moody (5)	401-0533-533.3401	12.50
	04/06/2023	Sun Country Termite & Pest C...	604 E Moody (5)	404-0535-535.3400	12.50
			<b>Vendor Sun Country Termite &amp; Pest Control Total:</b>		<b>125.00</b>
<b>Vendor: Sunshine State One Call of Florida, Inc</b>					
	04/30/2023	Sunshine State One Call of Flor...	Monthly billing assment FY 22...	401-0533-533.3401	45.52
	04/30/2023	Sunshine State One Call of Flor...	Monthly billing assment FY 22...	404-0535-535.3400	45.53
			<b>Vendor Sunshine State One Call of Florida, Inc Total:</b>		<b>91.05</b>
<b>Vendor: Terry Taylor Ford Company</b>					
	04/28/2023	Terry Taylor Ford Company	#6 Injector, Fuel system service	001-0521-521.4620	954.12
	05/01/2023	Terry Taylor Ford Company	Services on Unit 2002	001-0521-521.4620	1,254.10
	05/01/2023	Terry Taylor Ford Company	Service on Traylor 2001	001-0521-521.4620	59.99
	05/03/2023	Terry Taylor Ford Company	Oil Change on #2003	001-0521-521.4620	49.99
			<b>Vendor Terry Taylor Ford Company Total:</b>		<b>2,318.20</b>
<b>Vendor: The Gaboton Group, LLC</b>					
	05/01/2023	The Gaboton Group, LLC	Services through May 2023	001-0511-511.3100	2,000.00
			<b>Vendor The Gaboton Group, LLC Total:</b>		<b>2,000.00</b>
<b>Vendor: Traffic Supplies &amp; Distribution LLC</b>					
	05/03/2023	Traffic Supplies & Distribution ...	REPAIR SIGAGE	001-0541-541.5310	997.40
			<b>Vendor Traffic Supplies &amp; Distribution LLC Total:</b>		<b>997.40</b>
<b>Vendor: UniFirst Corporation</b>					
	04/19/2023	UniFirst Corporation	PD Uniforms	001-0521-521.3400	10.73
	04/26/2023	UniFirst Corporation	PD Uniforms	001-0521-521.3400	10.73
	04/05/2023	UniFirst Corporation	PD Uniforms	001-0521-521.3400	10.73
	05/11/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	29.31
	05/11/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	14.23
	05/11/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.38
	05/11/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	26.65
	05/11/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	28.34
	05/11/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.09
	05/11/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	24.96
	05/03/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	35.61
	05/03/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	42.43
	05/03/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.38
	05/03/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	26.65
	05/03/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	28.34
	05/03/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	18.09
	05/03/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	24.96
			<b>Vendor UniFirst Corporation Total:</b>		<b>392.61</b>
<b>Vendor: Ver-E-Safe Solutions, LLC</b>					
	05/04/2023	Ver-E-Safe Solutions, LLC	Gloves	401-0533-533.5205	224.25
	05/04/2023	Ver-E-Safe Solutions, LLC	Gloves	404-0535-535.5200	224.25
			<b>Vendor Ver-E-Safe Solutions, LLC Total:</b>		<b>448.50</b>
<b>Vendor: Verizon Connect Telo Inc.</b>					
	05/01/2023	Verizon Connect Telo Inc.	Services for 5.01.23 - 5.31.23	001-0541-541.4100	76.40
	05/01/2023	Verizon Connect Telo Inc.	Services for 5.01.23 - 5.31.23	001-0572-572.4100	57.30
	05/01/2023	Verizon Connect Telo Inc.	Services for 5.01.23 - 5.31.23	401-0533-533.4100	76.40
	05/01/2023	Verizon Connect Telo Inc.	Services for 5.01.23 - 5.31.23	402-0534-534.4100	190.50

## Expense Approval Register

Packet: APPKT08000 - 05.22.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/01/2023	Verizon Connect Telo Inc.	Services for 5.01.23 - 5.31.23	404-0535-535.4100	76.40
				<b>Vendor Verizon Connect Telo Inc. Total:</b>	<b>477.00</b>
<b>Vendor: WB Mason</b>					
	04/20/2023	WB Mason	Printer Ink	001-0538-538.5100	31.16
	04/20/2023	WB Mason	Printer Ink	001-0541-541.5100	31.17
	04/20/2023	WB Mason	Printer Ink	001-0572-572.5100	31.16
	04/20/2023	WB Mason	Printer Ink	401-0533-533.5102	31.16
	04/20/2023	WB Mason	Printer Ink	402-0534-534.5100	31.17
	04/20/2023	WB Mason	Printer Ink	404-0535-535.5100	31.17
	04/25/2023	WB Mason	50 Cases Water	401-0533-533.5265	137.25
	04/25/2023	WB Mason	50 Cases Water	404-0535-535.5265	137.25
				<b>Vendor WB Mason Total:</b>	<b>461.49</b>
<b>Vendor: Wiedmann Bros Distributing Co, LLC</b>					
	03/23/2023	Wiedmann Bros Distributing C...	ABS CANOPY KIT	001-0572-572.6400	1,424.98
	04/20/2023	Wiedmann Bros Distributing C...	Canopy for the new Exmark M...	001-0541-541.5264	627.75
				<b>Vendor Wiedmann Bros Distributing Co, LLC Total:</b>	<b>2,052.73</b>
<b>Vendor: Zev Cohen &amp; Associates, Inc.</b>					
	01/11/2023	Zev Cohen & Associates, Inc.	Services through December 20...	001-0521-521.3400	2,977.05
				<b>Vendor Zev Cohen &amp; Associates, Inc. Total:</b>	<b>2,977.05</b>
				<b>Grand Total:</b>	<b>175,391.40</b>

## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	142,136.04
401 - WATER	9,704.62
402 - SOLID WASTE	12,120.57
404 - SEWER	11,430.17
<b>Grand Total:</b>	<b>175,391.40</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.2300	Medical/Dental/Life Exp.	70.76
001-0511-511.3100	Professional Services Exp...	2,000.00
001-0511-511.3400	Other Contract Services	15,861.60
001-0511-511.5230	Software	9,375.44
001-0511-511.8200	Contributions - Legislative	2,250.00
001-0512-512.3400	Other Contracted Services	42.50
001-0512-512.4100	Communications Expense	11.76
001-0512-512.4700	Printing / Binding Expense	55.00
001-0513-513.2300	Medical / Life Ins Exp - Ex...	75.01
001-0513-513.4700	Printing / Binding Expense	110.00
001-0513-513.5400	Memberships, Publication...	116.00
001-0516-516.2300	Medical/Life Ins Exp	7.79
001-0516-516.5230	Software	619.26
001-0519-519.3100	Professional Services	49,879.50
001-0519-519.4100	Communications Expense	109.98
001-0519-519.4300	Utilities	1,005.37
001-0521-521.2300	Medical / Life Ins Exp - Ex...	212.36
001-0521-521.3100	Professional Services Exp...	3,000.00
001-0521-521.3400	Other Contract Services	13,370.05
001-0521-521.4100	Communications Expense	524.98
001-0521-521.4300	Utility - Public Services	387.18
001-0521-521.4620	Repair / Maint - Vehicles	2,687.48
001-0521-521.4900	Other Current Chgs & Obl...	1,243.00
001-0521-521.5100	Office Supplies Expenses	2,706.82
001-0521-521.5200	Operating Supplies	3,731.82
001-0521-521.5220	Uniforms Exp	1,486.76
001-0521-521.5500	Training	333.34
001-0524-524.2300	Medical / Life Ins Exp - Ex...	56.62
001-0524-524.3300	Recording Fees	78.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	550.00
001-0524-524.4900	Other Current Chgs & Obl...	40.00
001-0538-538.4600	Repairs/Maint. - Services	558.00
001-0538-538.5100	Office Supplies Expense	31.16
001-0541-541.2300	Medical / Life Ins Exp - Ex...	76.47
001-0541-541.3400	Other Contract Services	148.57
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4300	Utility - Public Services	11,169.26
001-0541-541.4620	Repair / Maint - Vehicles	561.65
001-0541-541.4640	Equipment Repair & Maint..	114.62
001-0541-541.4650	Road Repair Local Option -..	260.00
001-0541-541.5100	Office Supplies Expenses	31.17
001-0541-541.5200	Operating Supplies	1,182.06
001-0541-541.5210	Fuel	276.11
001-0541-541.5220	Uniforms Exp	64.92
001-0541-541.5264	Small Equipment Purchase	627.75
001-0541-541.5300	Road Repair Local Option -..	2,512.34
001-0541-541.5310	Signage	997.40
001-0549-549.2300	Medical/Life Ins Exp	14.14
001-0549-549.5220	Uniforms	56.66
001-0562-562.3402	Humane Society Contract	2,134.00
001-0572-572.3400	Other Contract Services	56.62

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0572-572.4100	Communications Expense	162.29
001-0572-572.4300	Utility - Public Services	104.62
001-0572-572.4640	Repair/Maint - Equipment	85.50
001-0572-572.4900	Other Current Chgs & Obl...	610.00
001-0572-572.5100	Office Supplies Expenses	858.16
001-0572-572.5200	Operating Supplies	144.00
001-0572-572.5220	Uniforms Exp	96.06
001-0572-572.6400	Machinery/Equipment Ex...	1,424.98
001-2182000	WC Payable	5,702.75
401-0533-533.2300	Medical / Life Ins Exp - Ex...	118.23
401-0533-533.3401	Other Contract Services	571.59
401-0533-533.4100	Communications Expense	76.40
401-0533-533.4610	Repair / Maint - Bldgs	143.50
401-0533-533.4620	Repair / Maint - Vehicles	145.37
401-0533-533.4640	Repair / Maint - Equipme...	3,068.92
401-0533-533.5102	Office Supplies - Water	31.16
401-0533-533.5205	Operating Supplies Exp - ...	4,302.20
401-0533-533.5210	Fuel	1,021.98
401-0533-533.5220	Uniforms Exp	56.68
401-0533-533.5265	Tools	168.59
402-0534-534.2300	Medical/Dental Insurance ...	57.35
402-0534-534.3400	Other Contract Services - ...	10,386.00
402-0534-534.4100	Communications - Solid ...	190.50
402-0534-534.4620	Repair/Maint Vehicles - So..	1,415.21
402-0534-534.4640	Repair & Maint - Equipme...	4.16
402-0534-534.5100	Office Supplies Expenses	31.17
402-0534-534.5220	Uniforms - Solid Waste	36.18
404-0535-535.2300	Medical/Life	118.15
404-0535-535.3400	Other Contractual Services	6,732.42
404-0535-535.4100	Communications	76.40
404-0535-535.4610	Repairs & Maint. - Buildin...	143.50
404-0535-535.4620	Repairs & Maint. - Vehicles	5.51
404-0535-535.4640	Repairs & Maint. - Equip...	376.33
404-0535-535.4900	Other Current Charges & ...	145.00
404-0535-535.5100	Office Supplies	31.17
404-0535-535.5200	Operating Supplies	2,045.47
404-0535-535.5210	Fuel	1,161.50
404-0535-535.5220	Uniforms	49.92
404-0535-535.5264	Small Equipment	407.55
404-0535-535.5265	Tools	137.25
	<b>Grand Total:</b>	<b>175,391.40</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	
**None**	125,511.90	
City Hall Design	49,879.50	
	<b>Grand Total:</b>	<b>175,391.40</b>



## City of Bunnell, Florida

### ATTACHMENTS:

Description  
Proposed Minutes

Type  
Minutes

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

## BUNNELL CITY COMMISSION MEETING

Monday, May 8, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

### A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

**Roll Call:** Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Community Development Director Bernadette Fisher; Finance Director Kristi Moss; It Director Donnie Wines; Deputy City Clerk Bridgitte Gunnells

### Invocation for Our Military Troops and National Leaders:

Vice Mayor Rogers led the invocation.

### B. Introductions, Commendations, Proclamations, and Presentations: May2q

#### B.1. Proclamation: Police Week

Mayor Robinson read the proclamation into record. Chief Brannon accepted the proclamation on behalf of the Bunnell Police Department.

#### B.2. Proclamation: Historic Preservation Month

Mayor Robinson read the proclamation into record. Members of the Flagler Historical Society accepted the Proclamation.

### C. Consent Agenda:

#### C.1. Approval of Warrant

##### a. May 8, 2023 Warrant

#### C.2. Approval of Minutes

##### a. April 24, 2023 City Commission Meeting Minutes

**Motion:** Approve the Consent Agenda

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously



**D. Public Comments:**

**Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.**

None

**E. Ordinances: (Legislative):**

**E.1. Ordinance 2023-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" Future Land Use designation - First Reading.**

City Attorney Waters read the short Title into the record.

**Motion:** Approve Ordinance 2023-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" Future Land Use designation - First Reading.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Gordon

**Board Discussion:** Vice Mayor Rogers asked what could be done with this property once changed to Agriculture Zoning. Community Development Director Fisher advised the zoning proposed would not allow an industrial use; the conversations with the applicant have been a plant nursery will be operated from the property. Commissioner Young asked could it be changed to commercial in the future. Staff advised it could not be changed to commercial as there are no other commercial properties in the area.

**Public Discussion:** Joe Roos – (Secret Trail) expressed his concerns about the parcels being used for agriculture; he stated the rumors are a concrete plant would be built in this area. Rick Barton – (Secret Trail) stated another property in the neighborhood zoned agricultural is a mulch farm that has been on fire for months; he is concerned about what will be placed on the property. Lilian Villanova – (County Road 200) advised her property backs up to this property and against the rezoning. She believes there are other plans for this property, and this request is being processed too quickly.

**Vote:** Motion Carried 4 to 1

**Yes:** Mayor Robinson; Vice Mayor Rogers; Commissioner Shultz; Commissioner Young

**No:** Commissioner Gordon

**E.2. Ordinance 2023-08 Requesting to change the Official Zoning Map for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030- 0070 an d16-13-31-2000-00030-0080 from the Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District". - First Reading**

City Attorney Waters read the short Title into the record.

**Motion:** Approve Ordinance 2023-08 Requesting to change the Official Zoning Map for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-

2000-00030- 0070 an d16-13-31-2000-00030-0080 from the Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District". - First Reading

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Young

**Board Discussion:** Mayor Robinson requested an explanation about zoning and asked if this was part of the mass rezoning. Community Development Director Bernadette Fisher stated this is not part of the mass rezoning. Commissioner Young asked if there are other businesses in the area. Staff responded the businesses in the area are in Unincorporated Flagler County. City Attorney Waters commented there are specific uses permitted in an agricultural district and to become commercial they would have to reapply; several uses allowed in this zoning district were read out loud. City Attorney Waters advised it might help if the applicant came to the next meeting.

**Public Discussion:** None

**Vote:** Motion Carried 4 to 1

**Yes:** Mayor Robinson; Vice Mayor Rogers; Commissioner Shultz; Commissioner Young

**No:** Commissioner Gordon

**F. Resolutions: (Legislative): None**

**G. Old Business: None**

**H. New Business:**

**H.1. Request to Schedule an Executive Strategy Session for May 22, 2023**

City Attorney Waters informed the Board of a need to hold an Executive Strategy Session regarding pending litigation. He asked the meeting be scheduled for May 22, 2023. He advised the meeting should take no more than 45 minutes. By consensus, the Executive Strategy Session will be held at 6:15 PM on May 22, 2023; the Regular meeting of the Bunnell City Commission will begin at 7:00 PM

**I. Reports:**

- **City Clerk** – reported on Tuesday, May 9, 2023, bid opening of RFP for Phase One Restoration of the Coquina City Hall will occur
- **Police Chief**- thanked the Mayor and Commissioners for recognizing the Police Department with the Proclamation. He reported the statistics for the month of April.
- **City Attorney**- None
- **City Manager**- advised with the help of Speaker Renner and Senator Hutson the City has two projects included in the budget that has been sent to Governor DeSantis. He reported the City has an opportunity to be involved in a project with Palm Coast and Flagler Beach that would install electric vehicle charging stations and no cost to the City; seven to ten sites are being considered. The City Manager gave a shout out to Troop 400 for their Community Service Project at Commissioner Lewis Jackson Park; they removed the Spanish Moss from the fence. Lastly he advised the Commission Meeting on May 22 will be a long meeting as many items need to be addressed and encouraged everyone to have an early dinner.

- **Mayor and City Commissioners**

- **Commissioner Schultz** – None
- **Commissioner Gordon** – None
- **Commissioner Young** – None
- **Vice Mayor Rogers** – reported the National Day of Prayer was held and thanked the support from the Mayor and City Manager and all that attended. He said it was a nice turn out and a success.
- **Mayor Robinson** – reported she attended the NEFRC and after the meeting there was a meeting on affordable housing. Mayor Robinson reported there are 1000 people a day moving to Florida with Flagler County being the third largest growing County in the State. Affordable housing is a struggle all over.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Commissioner Gordon

**Seconded by:** Commissioner Schultz

**Vote:** Motion carried unanimously

Meeting adjourned at 7:47 PM

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*\*The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule\*\***



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 4/28/2023 Amount: \$2,832.76  
Department: Infrastructure Account #: 001-0541-541.6300  
Subject: Request approval for a Change Order to Asphalt Paving System Purchase Order #COB-10683-2023  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### ATTACHMENTS:

Description	Type
COB-10683-2023	Invoice

#### Summary/Highlights:

Staff is seeking approval for a change order in the amount of \$2,832.76 for the Asphalt Paving System Purchase Order (PO). This change would bring the PO total to \$108,320.28, which is still under the \$115,000 approved budget.

#### Background:

The micro-surfacing project was estimated to be \$105,487.52. Most of the roads were overgrown pretty significantly, 2-4 feet in places. Roads that were originally estimated at 18 ft wide ended up being 20 ft wide, which added to the total square yardage and increased the amount of material needed. It also took double the amount of leveling due to the dips and low spots being so severe.

Staff is requesting Commission approval for the Change Order per policy:

- **Sec. 2-115. - Change orders.**

The purchasing agent shall have the authority to approve contract modifications, change orders and contract price adjustments totaling ten percent or less of the original contract, not to exceed \$2,500.00 cumulatively. If the change order exceeds ten percent of the original contract, or if the cumulative total of all change orders shall exceed \$2,500.00, then the approval shall be by the city commission.

(Ord. No. 2012-07, § 1, 3-12-12)

#### Staff Recommendation:

Approve the Change Order to Asphalt Paving System Purchase Order #COB-10683-2023 in an amount not to exceed \$2,832.76.

**City Attorney Review:**

**Finance Department Review/Recommendation:**

Funds for this change order are available within the current project budget 001-0541-541.6300.

**City Manager Review/Recommendation:**

Approved.



**CITY OF BUNNELL**  
 PO Box 756  
 Bunnell, FL 32110  
 (386) 437-7500

# PURCHASE ORDER

**PO #:** COB-10683-2023

**DATE:** 03/15/2023

**REQUEST #:** REQ-12274-2023

**VENDOR #:** 1933

**ISSUED TO:** Asphalt Paving Systems Inc  
 PO Box 530  
 Hammonton, NJ 08037-

**SHIP TO:** City of Bunnell  
 Attn:Public Works  
 300 Tolman Street  
 Bunnell, FL 32110

ITEM	UNITS DESCRIPTION	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 STREET RESURFACING	0.00	001-0541-541.6300	105,487.52

<b>SUBTOTAL:</b>	105,487.52
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	105,487.52

Approved By: Shanea Stankiewicz

- Original invoice plus one copy must be sent to: City of Bunnell, PO Box 756, Bunnell, FL 32110.
- Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
- C.O.D. shipment will not be accepted.
- Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- City is exempt from federal excise and state tax - ID# 59-6000285

**RECEIVED**

By M ATWOOD at 4:03 pm, Apr 24, 2023



DATE: 4/11/2023

INVOICE: 233003-1

TO: Dustin Vost- Director  
 City of Bunnell Public Works  
 201 W Moody Blvd  
 Bunnell, FL 32110  
 (386) 263-8980

FROM: Asphalt Paving Systems, Inc.  
 9021 Wire Road  
 Zephyrhills, FL 33540  
 Ph: 813-788-0010  
 Fx: 813-788-0020

RE: **Contract 2022-03**  
**Micro-surfacing Service Agreement**

Product	Description	Units	Quantity	Unit Price	Total Price
<b>Sumter County- Countywide Pavement Maintenance and Rehabilitation Continuing Services</b>					
	Crack Sealant	GAL	241.00	\$ 35.00	\$ 8,435.00
	**Mastic patching only - no crack seal required**				
				Total	\$ 8,435.00

<b>OK TO PAY</b>	ACCOUNT / AMT:	001-0541-541.6300	\$8,435.00
	BUDGET ITEM:	Street Resurfacing	
	PROJECT CODE:	N/A	
	CONTRACT:	2022-03	
	APPROVAL		

**RECEIVED**  
 By M ATWOOD at 12:54 pm, Apr 24, 2023



DATE: 4/24/2023

INVOICE: 233003-2

TO: Dustin Vost- Director  
 City of Bunnell Public Works  
 201 W Moody Blvd  
 Bunnell, FL 32110  
 (386) 263-8980

FROM: Asphalt Paving Systems, Inc.  
 9021 Wire Road  
 Zephyrhills, FL 33540  
 Ph: 813-788-0010  
 Fx: 813-788-0020

RE: **Contract 2022-03**  
**Micro-surfacing Service Agreement**

Product	Description	Units	Quantity	Unit Price	Total Price
<b>Sumter County- Countywide Pavement Maintenance and Rehabilitation Continuing Services</b>					
	Double Micro	SY	16,436.00	\$ 5.78	\$ 95,000.08
	Rut Filling (Leveling)	Ton	20.00	\$ 244.26	\$ 4,885.20
				Total	\$ 99,885.28

<b>OK TO PAY</b>	ACCOUNT / AMT:	<b>001-0541-541.6300</b>	<b>\$99,885.28</b>
	BUDGET ITEM:	<b>Street Resurfacing</b>	
	PROJECT CODE:	<b>N/A</b>	
	CONTRACT:	<b>2022-03</b>	
	APPROVAL		





## City of Bunnell, Florida

### Agenda Item No. C.4.

Document Date: 4/28/2023  
Department: City Manager  
Subject: Request to Approve Amended Business Incentive Agreement with Vidya, Inc.  
Agenda Section: Consent Agenda:  
Goal/Priority: Increase Economic Base

Amount: \$276,147.90 based on  
Performance with 7 year payout.

Account #:

#### **ATTACHMENTS:**

Description	Type
Vidya Amended Agreement	Contract

#### **Summary/Highlights:**

On December 18, 2019, the City Commission adopted Resolution 2019-23 authorizing the creation of the Bunnell Business Incentive Program; providing definitions; authorizing the expenditure of City funds for providing Economic Development Grants to qualified applicants.

#### **Background:**

On February 24, 2020 the City Commission approved awarding Project Green a business incentive grant through the program to create 100 new jobs, average wage of \$42,000, to purchase a 20,200 SF building and \$20.05 mil in capital Investment. The Grant awarded in the amount of \$276,147.90 to be granted over 7 equal years.

On March 23, 2020 the City Commission approved the Incentive Agreement.

Due to COVID 19 the Interior buildout was delayed. Vidya has requested an extension on the agreement. Completion is anticipated first quarter of 2023.

#### **Staff Recommendation:**

To Approve the amendment to the agreement.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

This agreement includes multi-year funding. Funds for each phase will be included as part of future fiscal year budget processes and adoption.

**City Manager Review/Recommendation:**

Approved.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT  
(Vidya USA Corp)**

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT (AMENDED)** (“Agreement”) is entered into between the **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation, located at 604-4 E. Moody Blvd., Bunnell, FL 32110, and **Vidya USA Corp**, whose primary place of business is 7 Otis Stone Hunter Rd 101 (“Grant Recipient”).

**RECITALS**

**WHEREAS**, Section 166.021(8), Florida Statutes declares that a public purpose is served when a municipality spends public funds toward the achievement of economic development, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of a new business to the community; and

**WHEREAS**, Section 166.021(8), Florida Statutes, expressly notes that Section 166.021(8) (b) expressly states that it "shall be liberally construed in order to effectively carry out the purposes of this subsection;" and

**WHEREAS**, consistent with Section 166.021(8), Florida Statutes, the City of Bunnell City Commission, pursuant to Resolution 2019-23, adopted and implemented a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution; and

**WHEREAS**, Grant Recipient will be purchasing a building with approximately 20,200 square feet on property located at 7 Otis Stone Hunter Road 101, within the City of Bunnell city limits; and

**WHEREAS**, Grant Recipient anticipates its proposed project will create 100 new jobs at an average wage of \$42,000.00; and

**WHEREAS**, Grant Recipient is a new business and submitted an application, which received a favorable recommendation for award of an Economic Development Grant by the City of Bunnell City Commission on February 24, 2020; and

**WHEREAS**, in accordance with Resolution 2019-23, the City of Bunnell City Commission approved an economic incentive up to 75% of the City of Bunnell’s portion of Ad Valorem taxes and 50% of net new tangible personal property taxes for a period of 4 years to begin on May1,2022.

**NOW THEREFORE**, the parties in consideration of the terms set forth below, agree as follows:

**SECTION 1. Effect of Recitals.**

The Recitals expressed above are incorporated by reference into the body of this Agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

**SECTION 2. Project Details.**

The Project shall be restricted to the specific details contained in Grant Recipient's Application for Economic Development Grant, a copy of which is attached to this Agreement as Exhibit A, and a New Job Phasing Schedule through 2026, a copy of which is attached to this Agreement as Exhibit B, which is Incorporated into this Agreement by reference.

**SECTION 3. Duration.**

This Agreement shall be effective from the 23<sup>rd</sup> day of March 2020 until the 30th day of March 2026 or until the City submits the final payment of the City Economic Development Grant to Grant Recipient, whichever occurs first.

**SECTION 4. Definitions.**

Unless stated otherwise in this Agreement, all terms that are defined in Resolution 2019-23 shall have the same meaning as is set forth therein.

**SECTION 5. Total Number of New Full-Time Equivalent Jobs.**

Grant Recipient represents that it will initially provide 20 new full-time equivalent jobs in the City of Bunnell in 2020, 20 new jobs in 2021, 20 jobs in 2022, 20 new jobs in 2023, and 20 new jobs in 2024 as further defined and described in Exhibit B. Grant Recipient's representation of the number of new full-time equivalent jobs that will be created by the project was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth above, it shall be required to maintain at least that many full-time equivalent jobs in the City in order to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement. Grant Recipient shall file with the City of Bunnell Community Development Director each quarterly IRS Form 941 during the term of this Agreement at the same time such reporting is required by Federal Law.

**SECTION 6. Average Wage of Full-Time Equivalent Jobs.**

Grant Recipient further represents that it will provide wages at an average of at least \$42,000.00 in the aggregate for the new full-time equivalent jobs in City of Bunnell as a result of its upcoming project.

Grant Recipient's representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this Agreement, the average wage of the new full-time equivalent jobs in the City shall be considered a condition associated with Grant Recipient's eligibility to receive City of Bunnell Economic Development Grant funds.

**SECTION 7. Payment of Fees and Taxes Prior to Claim Submission.**

Prior to any submission of claim by Grant Recipient to the City for an Economic Development Grant payment, Grant Recipient shall pay to the City a total amount equal to the general City portion of ad valorem taxes. It is expressly understood by the Parties that Grant Recipient shall pay the total amount of City ad valorem taxes as shown on Grant Recipient's tax bill prior to Grant Recipient applying for, or receiving, any City of Bunnell Economic Development Grant payment in any eligible Fiscal Year.

**SECTION 8. Authority of the Board to Review Records.**

The City reserves the right upon reasonable notice of seven (7) days, to review and copy all applicable financial and personnel records of Grant Recipient's relating to the capital investment and new full-time equivalent jobs contemplated and then maintained under this Agreement in order to determine the degree of Grant Recipient's compliance with this Agreement, as well as Grant Recipient's compliance with the applicable provisions of Resolution 2019-23, as may be amended from time to time.

The City shall maintain such financial and personnel records, data, information, correspondence and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of Grant Recipient for such purpose.

**SECTION 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.**

All Economic Development Grant payments shall be made pursuant to the requirements set forth in the City of Bunnell Business Incentive Resolution, as may be amended from time to time. For each fiscal year in which Grant Recipient is eligible for an Economic Development Grant payment, Grant Recipient shall submit a claim to the City for such payment prior to the end of the fiscal year. Any claim made pursuant to this Agreement shall comply with the requirements set forth in Resolution 2019-23.

If Grant Recipient fails to timely submit a claim to the City for an Economic Development Grant payment during any eligible fiscal year, then Grant Recipient shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect Grant Recipient's right to seek Economic Development Grant payments in any other fiscal year.

Upon written request by, Grant Recipient, the City Commission may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this Agreement. Nothing in this section shall create any obligation on the part of the City Commission to approve an untimely claim for an Economic Development Grant payment.

**SECTION 10. Conditions of Compliance; Consequence for Failure to Comply.**

In order to remain eligible for City Economic Development Grant payments, Grant Recipient must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Resolution 2019-23. Grant Recipient shall complete construction of the project and occupy the premises by October 30, 2024.

Should the Board determine that Grant Recipient has failed to comply with the conditions set forth in Sections 5, 6, 8 or 10 of this agreement, the City Commission shall notify Grant Recipient of such non-compliance no later than 30 days after the City Commission makes such a determination. Grant

Recipient shall have 30 days from the date of the City Commission's notification in which to submit to the City a written report that either sufficiently documents Grant Recipient's compliance with the conditions set forth in the City's notification or sufficiently sets forth all corrective action to be taken by Grant Recipient in order to come into compliance with the conditions set forth in Sections 5, 6, 8 or 10 above.

If Grant Recipient fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance, or fails to provide a plan to cure approved by the City Commission within such time, then the City may terminate this Agreement without further notice to Grant Recipient, and the parties shall be released from any further obligations under this Agreement.

**Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.**

By executing this Agreement, Grant Recipient represents that it has obtained all licenses and other authorizations to do business in the State of Florida and in the City of Bunnell. Grant Recipient acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

By executing this Agreement, Grant Recipient: acknowledges that compliance with all terms of this agreement shall be a condition precedent to Grant Recipient receiving any Economic Development Grant payment. Failure to comply with the terms of this Agreement shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

**SECTION 12. Notice Regarding Grant Payments**

Grant Recipient acknowledges that the City's payment of grant funds pursuant to this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the City Commission. Nothing in this Agreement shall create any obligation on the part of the City Commission to appropriate funds for Economic Development Grants during any given fiscal year.

If Economic Development Grant funds are unavailable in a particular fiscal year, Grant Recipient shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the City Commission authorizes such payment by resolution. If the City Commission authorizes additional payments pursuant to this section, the City and Grant Recipient shall execute an amendment to this Agreement, which shall incorporate the Resolution authorizing the additional payments.

**SECTION 13. Total Amount of City Economic Development Grant; Re-Calculation of Total Amount Permitted.**

Grant Recipient shall be eligible to receive grant payments under this Agreement in the following fiscal years:

- |     |      |     |      |
|-----|------|-----|------|
| (1) | 2022 | (5) | 2026 |
| (2) | 2023 | (6) | 2027 |
| (3) | 2024 | (7) | 2028 |
| (4) | 2025 |     |      |

Subject to the provisions of Resolution 2019-23, the Business Incentive Program, and this Agreement, the average grant payment to be paid in each fiscal year is approximately \$39,449.70. A preliminary economic development grant calculation sheet is attached to this Agreement as Exhibit C and is incorporated into this Agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

Notwithstanding the provisions of section 5 above, Grant Recipient eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2019-23 and Business Incentive Program guidelines. Grant payments are tied to Grant Recipients ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Grant Recipients property values. For purposes of determining net new tangible personal property taxable value as it pertains to this agreement, it is hereby recognized that net new tangible personal property taxable value shall be in addition to the taxable value of \$734,401 Real Estate/\$0 Tangible Personal.

Notwithstanding any other provision in this Agreement, the maximum amount of Economic Development Grant funds available to Grant Recipient under this Agreement is \$276,147.90. However, nothing in this section shall entitle Grant Recipient to receive the maximum amount of funds if Grant Recipient would not be otherwise entitled to the funds according to Grant Recipient's grant calculation.

**SECTION 14. Notices.**

All official notices to the City shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

City of Bunnell Community Development Director 604-4 E.. Moody Blvd., Bunnell, FL 32110, with a copy to the City Attorney.

All official notices to Grant Recipient shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

---

Grant Recipient  
331 Newman Springs Road Building 1 Suite 143, Red Bank, NJ 07701.

At such time that Grant Recipient relocates to the new building, it will be legally acceptable to submit all official notices to the new address to be provided to the City.

**SECTION 15. Timeframe for Grant Recipient's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.**

Upon approval of this Agreement by the City Commission, the Mayor shall execute two copies of the Agreement and forward both copies to Grant Recipient, who shall execute both copies and shall return one copy to the City, retaining the second copy for its records, within 30 days of the City execution of the agreement.

If Grant Recipient fails to timely execute and deliver a copy of this Agreement to the City within 30 days of the City's execution of the Agreement, and fails to apply for an extension of time, the City Commission's approval of this Agreement shall be automatically terminated and this Agreement shall be rendered void.

If Grant Recipient is unable to return an executed copy of this Agreement to the City within 30 days of the City's execution of the Agreement, Grant Recipient may apply to the City for a single extension not to exceed 30 days.

**SECTION 16. Amendments to this Agreement.**

Both the City and Grant Recipient acknowledge that this Agreement constitutes the complete Agreement and understanding of the parties. Except as otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the City and Grant Recipient.

**SECTION 17. Termination.**

This Agreement may be terminated as provided in Section 10. The City may terminate this Agreement if Grant Recipient fails to comply with the terms of this agreement or the requirements of Resolution 2019-23. Notice of termination of this Agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this Agreement.

**Section 18. Assignment.**

Grant Recipient may not assign or otherwise transfer its rights and duties under this Agreement. Should Grant Recipient assign or otherwise transfer its rights under this Agreement, this Agreement shall be automatically terminated. Nothing in this section shall prevent Grant Recipient from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Grant Recipient

**SECTION 19. Public Records.**

Grant Recipient acknowledges that the City is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This Agreement, and all documents associated with this Agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the City shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

**SECTION 20. Captions.**

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this Agreement.

**SECTION 21. Severability.**



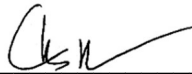
If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable, and the remainder of the agreement shall remain in full force and effect.

**SECTION 22. Authority to Execute.**

Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the signatories below.

**IN WITNESS WHEREOF**, the Parties have executed this agreement on the date noted below.

**Vidya Herbs**

By: 

Print Name: CHANDRASEKHAR KODIMULE

Title: VICE PRESIDENT

Date: 05-09-2023

\_\_\_\_\_  
Signature of Witness # 1  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2  
Print Name: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ on line notarization this \_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_, who is the \_\_\_\_\_ of Vidya Herbs and personally known to me or who has produced \_\_\_ \_\_\_\_\_ as identification and who \_\_\_ did not ( \_\_\_ did) take an oath.

(NOTARY SEAL)

ATTEST:

\_\_\_\_\_  
KRISTEN BATES  
City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
WADE C. VOSE, City Attorney

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

\_\_\_\_\_  
Print or type name

**CITY OF BUNNELL**

\_\_\_\_\_  
CATHERINE D. ROBINSON, Mayor  
Date: \_\_\_\_\_

EXHIBIT A APPLICATION  
[to be attached]

**EXHIBIT B**  
**NEW JOB PHASING SCHEDULE**

100 new full time FTEs by the end of December of 2028

EXHIBIT C

ESTIMATE OF ECONOMIC DEVELOPMENT  
GRANT CALCULATION



## City of Bunnell, Florida

### Agenda Item No. C.5.

Document Date: 5/3/2023 Amount:  
Department: Police Account #:  
Subject: Request Approval of New Outside Detail Agreements  
Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description	Type
Outside Detail Agreement - Business/Person	Exhibit
Outside Detail Agreement - Government Entities	Exhibit

#### **Summary/Highlights:**

This item replaces the previous agreement to hire an off-duty Bunnell police officer by an approved entity/vendor within the City of Bunnell. Officers are paid overtime whenever working these details. This revised agreement recovers from the vendor costs associated with overtime pay, fuel, and insurance.

#### **Background:**

City of Bunnell Resolution 2019-03 created, in part, amended fees for special events. The rate for an off-duty Bunnell Police officer was \$32.00 per hour, and \$36.00 if a holiday. In the Collective Bargaining Agreement (CBA) recently approved by the City Commission with IUPA (police officers' union), the pay rate for all current and future police officers and sergeants was increased. The CBA also requires officers to be paid their overtime rate whenever they work an outside detail. To recover the increase in overtime pay anytime the Chief of Police authorizes an outside detail, these revised agreements are adjusted to an increased hourly rate to cover the city's cost.

#### **Staff Recommendation:**

#### **City Attorney Review:**

Approved

#### **Finance Department Review/Recommendation:**

Upon agreement approval, these funds will be deposited into the city's General Fund to offset the cost of any outside detail costs.

**City Manager Review/Recommendation:**

Approved.



# BUNNELL POLICE DEPARTMENT

*OUR FAMILY SERVING YOURS  
SINCE 1913*

**Outside Extra-Duty Officer  
Security Services Detail Agreement  
(Business or Person)**

Date & Time of Event:					
Description of Event:					
Number of Officers Requested:					
Business or Person:					
Address:					
City:		State:		ZIP Code:	
Contact Person:					
Phone:		Email:			

The above named Business or Person agrees to pay the contract rate(s), as outlined below, per officer, assigned to provide services under this Outside Extra-Duty Officer Security Services Detail Agreement. There is a three (3) hour minimum charge per officer contracted. Cancellation of a detail must be made 24 hours in advance of the start time of the detail. **Cancelations must be made by contacting the Police Department's Administrative Assistant, Monday through Friday 8AM to 4PM. Failure to do so will result in a three-hour minimum charge per officer contracted.** Payment is required within three (3) business days preceding the date(s) of the event unless deferment is authorized by the Chief of Police or designee. In such event, final billing will be sent to the Business or Person for remittance. Failure to make payment for actual work performed will result in legal action by the City of Bunnell against the Business or Person to collect any monies owed. The only forms of payment acceptable are business/personal check or cashier's check. Credit cards are not accepted.

**Rate(s) per billable hour:**

- \$62.00: Police Officer
- \$67.00: Designated Event Supervisor, if required
- \$72.00: Designated Event Commander, if required

**Special Event Premium per billable hour:**

An additional \$13.00 premium will be assessed for each billable hour contracted/worked for Special Events as designated by the Bunnell Police Department.



# BUNNELL POLICE DEPARTMENT

*OUR FAMILY SERVING YOURS  
SINCE 1913*

**Holiday Premium per billable hour:**

An additional \$10.00 premium will be assessed for each billable hour contracted/worked on the following designated holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Peace Officer Memorial Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving & Following Friday
- Christmas Eve & Day

The above named Business or Person agrees that it is the employer, and by requesting and accepting services, the Business or Person is responsible for the acts and omissions of off-duty police officers while performing services for the Business or Person. The Business or Person, and its undersigned representative, agree to indemnify the City of Bunnell, the Bunnell Police Department, including its districts, authorities, separate units of government established by law, ordinance, or resolution, partners, elected and non-elected officials, employees, agents, and volunteers, from and against any and all claims, liabilities, losses, injury, death, or damage whatsoever, including but not limited to attorney's fees, on account of or arising from any acts or omissions by employed off-duty police officers under this agreement.

The City of Bunnell expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28 Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of immunity limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City of Bunnell for damages regardless of the number or nature of claims in tort, contract, or equity, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the parties, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Estimated hours that the officer's / officers' services are needed: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

I am authorized by the above named Business or Person to enter into and agree to the terms of this agreement as set forth above.

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

Printed name: \_\_\_\_\_

Title / Position: \_\_\_\_\_





# BUNNELL POLICE DEPARTMENT

*OUR FAMILY SERVING YOURS  
SINCE 1913*

**Outside Extra-Duty Officer  
Security Services Detail Agreement  
(Government Entity)**

Date & Time of Event:					
Description of Event:					
Number of Officers Requested:					
Business or Person:					
Address:					
City:		State:		ZIP Code:	
Contact Person:					
Phone:		Email:			

The above-named Business or Person agrees to pay the contract rate(s), as outlined below, per officer, assigned to provide services under this Outside Extra-Duty Officer Security Services Detail Agreement. There is a three (3) hour minimum charge per officer contracted. Cancellation of a detail must be made 24 hours in advance of the start time of the detail. **Cancellations must be made by contacting the Police Department's Administrative Assistant, Monday through Friday 8AM to 4PM. Failure to do so will result in a three-hour minimum charge per officer contracted.** Payment is required within three (3) business days preceding the date(s) of the event unless deferment is authorized by the Chief of Police or designee. In such event, final billing will be sent to the Business or Person for remittance. Failure to make payment for actual work performed will result in legal action by the City of Bunnell against the Business or Person to collect any monies owed. The only forms of payment acceptable are business/personal check or cashier's check. Credit cards are not accepted.

**Rate(s) per billable hour:**

- \$52.00: Police Officer
- \$57.00: Designated Event Supervisor, if required
- \$62.00: Designated Event Commander, if required

**Special Event Premium per billable hour:**

An additional \$13.00 premium will be assessed for each billable hour contracted/worked for Special Events as designated by the Bunnell Police Department.



# BUNNELL POLICE DEPARTMENT

*OUR FAMILY SERVING YOURS  
SINCE 1913*

**Holiday Premium per billable hour:**

An additional \$10.00 premium will be assessed for each billable hour contracted/worked on the following designated holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Peace Officer Memorial Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving & Following Friday
- Christmas Eve & Day

The above named Business or Person agrees that it is the employer, and by requesting and accepting services, the Business or Person is responsible for the acts and omissions of off-duty police officers while performing services for the Business or Person. The Business or Person, and its undersigned representative, agree to indemnify the City of Bunnell, the Bunnell Police Department, including its districts, authorities, separate units of government established by law, ordinance, or resolution, partners, elected and non-elected officials, employees, agents, and volunteers, from and against any and all claims, liabilities, losses, injury, death, or damage whatsoever, including but not limited to attorney's fees, on account of or arising from any acts or omissions by employed off-duty police officers under this agreement.

The City of Bunnell expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28 Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of immunity limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City of Bunnell for damages regardless of the number or nature of claims in tort, contract, or equity, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the parties, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Estimated number of hours that the officer's / officers' services are needed: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

I am authorized by the above named Business or Person to enter into and agree to the terms of this agreement as set forth above.

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

Printed name: \_\_\_\_\_

Title / Position: \_\_\_\_\_



## City of Bunnell, Florida

### Agenda Item No. C.6.

Document Date: 5/3/2023 Amount:  
Department: Community Development Account #:  
Subject: Request to reappoint Carl Lilavois as a regular member of the Planning,  
Zoning and Appeals Board for another three year term.  
Agenda Section: Consent Agenda:

#### **Summary/Highlights:**

This is a request to reappoint Carl Lilavois as a regular member of the Planning, Zoning and Appeals Board. Mr. Lilavois currently serves as the Chair of the Planning, Zoning and Appeals Board.

#### **Background:**

Carl Lilavois was appointed in May 2017 and reappointed in May 2020. His term expires at the end of May 2023.

Per Sec. 2-82. – Members, the board shall consist of five regular members and one alternate member appointed by the City Commission for three-year terms. Members must either own property in the City of Bunnell or be residents of the City. Upon the absence of a regular board member for a regular or special meeting, the alternate member shall be a voting member of the board. Any vacancy on the board shall be filled within 30 days, and any member thereof may be removed for cause, including for failure to attend three consecutive regular or special meetings.

There are no term limits for appointment to the Planning, Zoning and Appeals Board.

Mr. Lilavois continues to meet the requirements to serve as a PZA Board member. Staff has confirmed on 5/4/2023 that Mr. Lilavois wishes to continue to serve on the Planning, Zoning and Appeals Board.

#### **Staff Recommendation:**

Staff recommends reappointing Carl Lilavois as a regular member of the Planning, Zoning and Appeals Board for another three-year term.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.



## City of Bunnell, Florida

### Agenda Item No. C.7.

Document Date: 5/4/2023 Amount:  
Department: Community Development Account #:  
Subject: Request to reappoint Lyn Lafferty as a regular member of the Planning,  
Zoning and Appeals Board for another three year term.  
Agenda Section: Consent Agenda:

#### **Summary/Highlights:**

This is a request to reappoint Lyn Lafferty as a regular member of the Planning, Zoning and Appeals Board. Ms. Lafferty currently serves as a regular member of the Planning, Zoning and Appeals Board.

#### **Background:**

Lyn Lafferty was appointed July 2022 to fill a vacated seat. Her term expires at the end of June 2023.

Per Sec. 2-82. - Members, the board shall consist of five regular members and one alternate member appointed by the City Commission for three-year terms. Members must either own property in the City of Bunnell or be residents of the City. Upon the absence of a regular board member for a regular or special meeting, the alternate member shall be a voting member of the board. Any vacancy on the board shall be filled within 30 days, and any member thereof may be removed for cause, including for failure to attend three consecutive regular or special meetings.

There are no term limits for appointment to the Planning, Zoning and Appeals Board.

Ms. Lafferty continues to meet the requirements to serve as a PZA Board Member. Staff has confirmed on 5/4/2023 that Ms. Lafferty wishes to continue to serve on the Planning, Zoning and Appeals Board.

#### **Staff Recommendation:**

Staff recommends reappointing Lyn Lafferty as a regular member of the Planning, Zoning and Appeals Board for another three-year term.

#### **City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.



## City of Bunnell, Florida

### Agenda Item No. C.8.

Document Date: 5/4/2023 Amount:  
Department: Community Development Account #:  
Subject: Request to appoint Gary Garner as a regular member of the Planning, Zoning and Appeals Board for a new three-year term.  
Agenda Section: Consent Agenda:

#### Summary/Highlights:

This is a request to appoint Gary Garner as a regular member of the Planning, Zoning and Appeals Board. Mr. Garner currently serves as the alternate of the Planning, Zoning and Appeals Board.

#### Background:

Gary Garner was appointed to the alternate position in January 2023. The term for this position is set to expire in January 2026.

Manny Madaleno, a regular member of the PZA Board, has his term set to expire in June 2023. He is not seeking reappointment. With his seat now being open, Mr. Garner wishes to move from the alternate seat and be a regular member of the PZA Board. This new term will be set to expire in June 2026.

Per Sec. 2-82. - Members, the board shall consist of five regular members and one alternate member appointed by the City Commission for three-year terms. Members must either own property in the City of Bunnell or be a resident of the City. Upon the absence of a regular board member for a regular or special meeting, the alternate member shall be a voting member of the board. Any vacancy on the board shall be filled within 30 days, and any member thereof may be removed for cause, including for failure to attend three consecutive regular or special meetings.

Mr. Garner continues to meet the requirements to serve on the Planning, Zoning and Appeals Board.

#### Staff Recommendation:

Approve Gary Garner to serve as a regular member of the PZA Board for a new three-year term that expires in June 2026.

#### City Attorney Review:

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.





## City of Bunnell, Florida

### Agenda Item No. C.9.

Document Date: 5/4/2023 Amount: \$963.20  
Department: Infrastructure Account #: 001-0538-538.4600  
Subject: Request approval for a Change Order to FEC ROW LLC Purchase Order #COB-10681-2023  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### ATTACHMENTS:

Description	Type
FEC Purchase Order	Invoice

#### Summary/Highlights:

Staff is seeking approval for a change order in the amount of \$963.20 for the FEC ROW LLC Purchase Order (PO). This change would bring the PO total to \$6339.20.

#### Background:

The FEC Railway flag crew for the Elm Avenue culvert project was estimated to cost \$5,376.00 with four scheduled weekdays to complete. FEC's flag crew's availability was not known until after purchase order issuance. The flag crew's availability was three weekdays and one weekend day. This change order is for the increased weekend day rate, and two hours of overtime on the first day of construction.

Staff is requesting Commission approval for the Change Order per policy:

- **Sec. 2-115. - Change orders.**

The purchasing agent shall have the authority to approve contract modifications, change orders and contract price adjustments totaling ten percent or less of the original contract, not to exceed \$2,500.00 cumulatively. If the change order exceeds ten percent of the original contract, or if the cumulative total of all change orders shall exceed \$2,500.00, then the approval shall be by the city commission.

(Ord. No. 2012-07, § 1, 3-12-12)

#### Staff Recommendation:

Approve the Change Order to FEC ROW LLC Purchase Order # COB-10681-2023 in an amount not to exceed \$963.20.

**City Attorney Review:**

**Finance Department Review/Recommendation:**

Funds for this change order are available in account 001-0538-538.4600.

**City Manager Review/Recommendation:**

Approved.



**CITY OF BUNNELL**  
 PO Box 756  
 Bunnell, FL 32110  
 (386) 437-7500

# PURCHASE ORDER

**PO #:** COB-10681-2023  
**DATE:** 03/14/2023  
**REQUEST #:** REQ-12272-2023

**VENDOR #:** 00499

**ISSUED TO:** FEC ROW LLC  
 7150 Philips Highway  
 Jacksonville, FL 32256-6802

**SHIP TO:** City of Bunnell  
 Attn:Public Works  
 300 Tolman Street  
 Bunnell, FL 32110

ITEM	UNITS DESCRIPTION	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 Elm Ave Culvert Restoration - Railway Flagger	0.00	001-0538-538.4600	5,376.00

<b>SUBTOTAL:</b>	5,376.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	<b>5,376.00</b>

Approved By: Shanea Stankiewicz

- Original invoice plus one copy must be sent to: City of Bunnell, PO Box 756, Bunnell, FL 32110.
- Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
- C.O.D. shipment will not be accepted.
- Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- City is exempt from federal excise and state tax - ID# 59-6000285

# Invoice

**Please make checks payable to:**

Florida East Coast Railway, LLC  
 P. O. Box 743068  
 Atlanta, GA 30374-3068

<b>Page No</b>	1 of 1
<b>Invoice No</b>	45736151
<b>Invoice Date</b>	4/28/2023
<b>Due Date</b>	5/13/2023
<b>Customer</b>	189131

**Billing Address:**

**CITY OF BUNNELL  
 P O BOX 756  
 BUNNELL FL 32010**

\*\*\* SCAM WARNING \*\*\*

Please be aware that FEC will never call you or send you an email to request changes to our bank information. If you receive a phone call or email from someone claiming to be from FEC and requesting such changes, you are most likely being contacted by an impostor. Do not make any changes. Instead, hang up and contact FEC directly to confirm if the request is valid.

Invoice	Vendor Invoice	Remark	Amount
45736151		FLAGGING JOB 42472	6,339.20
FEC WO# 2291603 MP 87.38 West side of Elm Avenue Crossing Customer Job # COB-10681-2023 Service Period 03/16/2023 - 03/31/2023 Progress Bill # 1			
<b>Due Date:</b>	<b>Amount Invoiced:</b>	<b>Tax Amount:</b>	<b>Payments Received</b>
5/13/2023	6,339.20		0.00
			<b>Balance Due:</b>
			6,339.20

----- Tear Here -----

Please detach this portion of the invoice and mail it with your check

## Invoice Remittance Slip

**Customer:**

**CITY OF BUNNELL  
 P O BOX 756  
 BUNNELL FL 32010**

**Make Checks Payable to:**

**Florida East Coast Railway, LLC  
 P. O. Box 743068  
 Atlanta, GA 30374-3068**

<b>Invoice No</b>	45736151
<b>Invoice Date</b>	4/28/2023
<b>Due Date</b>	5/13/2023
<b>Amount Due</b>	6,339.20
<b>Customer</b>	189131

**BILL COLLECTIBLE**  
FLORIDA EAST COAST RAILWAY

**ORIGINAL**

BILL REF NO.	BILL DATE
	04/17/23
DATE DUE	CUSTOMER NUMBER
	584421

CUSTOMER Name & Address  
City of Bunnell  
PO Box 756  
Bunnell, FL 32110

DESCRIPTION:

FLAGGING JOB 42472  
FEC WO# 2291603  
MP 87.38 West side of Elm Avenue Crossing  
Customer Job # COB-10681-2023  
Service Period 03/16/2023 - 03/31/2023  
Progress Bill # 1

**Invoice total      \$      6,339.20**

DISTRIBUTION:	Account Number	Amount
	200.12242/WO#2291603	\$ 6,339.20
	<b>TOTAL</b>	<b>\$ 6,339.20</b>

**Florida East Coast Railway**

**FEC WO#** 2291603

**FJ#** 42472

**MP** 87.38

**Job Location** West side of Elm Avenue Crossing

**Customer Job #** COB-10681-2023

**Service Period** 03/16/2023 - 03/31/2023

**Progress Bill #** 1

Weekday = \$1,200 per day, time & a half for OT (\$180/OT hr)

Saturday = time & a half = \$1,700 daily rate, OT (\$255/OT hr)

Sunday & Holidays = double time = \$2,000 daily rate, OT (\$300/OT hr)

	<u>Date</u>	<u>Day</u>	<u>Daily Rate</u>	<u>OT (hrs)</u>	<u>OT Amount</u>	<u>Total</u>
Flagman	3/22/23	Wednesday	\$ 1,344.00	2	\$ 403.20	\$ 1,747.20
Flagman	3/23/23	Thursday	\$ 1,344.00	0	\$ -	\$ 1,344.00
Flagman	3/24/23	Friday	\$ 1,344.00	0	\$ -	\$ 1,344.00
Flagman	3/25/23	<b>Saturday</b>	\$ 1,904.00	0	\$ -	\$ 1,904.00

<b>TOTAL FLAGGING</b>	<b>\$ 6,339.20</b>
-----------------------	--------------------

Florida East Coast Railway Flagging Order		
Effective November 1, 2022		
For any work that requires excavating on RR property, a SDL (signal dig location) number must be issued by FEC by calling 1-800-342-1131 ext. 2377. IT IS YOUR RESPONSIBILITY to call BOTH the FEC Railway for SDL number and Sunshine state one call (dial 811) prior to doing any excavating.		
1	Date Request Submitted	3/14/2023
2	Company Requesting	City of Bunnell
3	Sub Contractor	JD Weber Construction
4	Person Requesting	Dustin Vost
5	Phone	386-283-6072
6	Email	<a href="mailto:dvost@bunnellcity.us">dvost@bunnellcity.us</a>
7	Fax	
8	Services being provided for:	City of Bunnell
9	Contact Name	Dustin Vost
10	Phone	386-283-6072
11	Email	<a href="mailto:dvost@bunnellcity.us">dvost@bunnellcity.us</a>
12	Field Contact name	Jason Palmer
13	Phone	386-283-6065
14	Email	<a href="mailto:jpalmer@bunnellcity.us">jpalmer@bunnellcity.us</a>
15	Bill to	City of Bunnell
16	Billing Email Address	<a href="mailto:infra-vendor@bunnellcity.us">infra-vendor@bunnellcity.us</a>
17	Billing Address	P.O. Box 756
18	City, State, Zip	Bunnell Florida 32110
19	PO Number	COB-10681-2023
20	Date(s) of Service	Wednesday- Saturday, Mar 22- Mar 25
21	Daily Start Time	7:00:00 AM
22	Daily Working Hours	7:30 am- 4:00pm
23	Schedule Description (Specific days of the week, on-going rotations, etc.)	4 Days
24	Job Location	West side of Elm Ave. crossing
25	Job Description	relacing collapsed culvert under road
26	Signed and Accepted by:	<i>Dustin Vost</i>
<small>DO NOT print to sign. Type name or use electronic signature in the box above. NO PDF.</small>		
<b>Note: By signing this form, you accept your company is responsible for the costs associated with the work.</b>		
<b>FEC will send your invoice via email to the billing email address you provide.</b>		
	<u>0 - 10 Hours</u> <u>Overtime Rate</u>	<u>Daily Flat Rate</u>
Mon - Fri	\$1,344.00   \$201.60 p/Hour	Flat rate for shifts up to 10 hours, during normal working hours of 5:00am until 4:00pm Monday to Friday. After 10 hours, time will be charged in one hour increments at the overtime rate.
Saturday	\$1,904.00   \$285.60 p/Hour	
Sunday	\$2,240.00   \$336.00 p/Hour	
	<u>0 - 10 Hours</u> <u>Overtime Rate</u>	<u>Alternate Shift Rate</u>
Mon - Fri	\$1,480.00   \$225.00 p/Hour	These rates apply when a job requires non-standard working hours. Non-standard hours begin when the job start time falls between 4:00pm until 5:00am.
Saturday	\$2,095.00   \$315.00 p/Hour	
Sunday	\$2,240.00   \$336.00 p/Hour	
	<u>0 - 10 Hours</u> <u>Overtime Rate</u>	<u>Holiday Shift Rate</u>
Holiday	\$2,240.00   \$336.00 p/Hour	New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve & Christmas Day
<i>Job setup &amp; breakdown takes approximately 30 minutes to 2.5 hours each day depending upon the type of protection required. This time occurs before &amp; after your working hours &amp; is added to the working hours for a billable daily total.</i>		
<b>ALL CANCELLATIONS must be provided to the RailPros office with 24 hours notice!!</b> <u>Field personnel are not permitted to handle schedule changes or cancelations</u> Any changes to confirmed jobs should be managed with the contact below <b>FAILURE TO DO SO WILL RESULT IN A FULL DAY CHARGE!</b>		
Sunny Richardson	(904) 699-9955	<a href="mailto:Sunny.Richardson@RailPros.com">Sunny.Richardson@RailPros.com</a>
or in case of emergency		
John Thomas	(276) 219-3534	<a href="mailto:John.Thomas@railpros.com">John.Thomas@railpros.com</a>
Sean Quigley	(317) 667-2864	<a href="mailto:Sean.Quigley@RailPros.com">Sean.Quigley@RailPros.com</a>
<small>The section below will be completed by RailPros. Please refer to the Flagging Job # below when calling about job</small>		
Flagging Job #	<b>42472</b>	
FEC MP	<b>87.38</b>	
SDL # (assigned by FEC)		
SDL Expiration Date		
FEC Work Order # / Account #	<b>2291603/ 200.12242</b>	



Toll Free (877) 315-0513  
 1320 Greenway Dr #490  
 Irving, TX 75038  
 www.railpros.com

**Railroad:** Florida East Coast  
 Railway

**DAILY WORK REPORT**

**Day Classification:** Billable Day

**Project Information**

<b>Date:</b>	03/22/2023	<b>RWIC Name:</b>	Danny Sullivan
<b>Project Location:</b>	Bunnell FL	<b>Work Order Number:</b>	2291603
<b>Client:</b>	Florida East Coast Railway	<b>Office Phone:</b>	3862836065
<b>RPFS Job#:</b>	42472	<b>RWIC Start Time:</b>	05:30
<b>Daily Mileage:</b>	0	<b>RWIC End Time:</b>	17:30
<b>Per Diem:</b>	Standard Per Diem	<b>Total Hours:</b>	12.0



**Work Zone Information**

<b>Subdivision:</b>	Fec	<b>Track Supervisor:</b>	Billy reese
<b>MP Location:</b>	87	<b>DOT Crossing:</b>	
<b>Status of Job:</b>	On-going		
<b>Type of Protection:</b>	Form W		

Description of Work and Daily Itinerary / Notes:

culvert replacement  
 mp 87.38  
 6 workers

**Signatures**

<b>RWIC Signature:</b>		<b>Date:</b>	03/22/2023
<b>Client Signature:</b>		<b>Date:</b>	03/23/2023
<b>Client Name:</b>	Jason palmer		
<b>Client Number:</b>	3862836065		





Toll Free (877) 315-0513  
 1320 Greenway Dr #490  
 Irving, TX 75038  
 www.railpros.com

**Railroad:** Florida East Coast  
 Railway

**DAILY WORK REPORT**

**Day Classification:** Billable Day

**Project Information**

<b>Date:</b>	03/23/2023	<b>RWIC Name:</b>	Danny Sullivan
<b>Project Location:</b>	Bunnell FL	<b>Work Order Number:</b>	2291603
<b>Client:</b>	Florida East Coast Railway	<b>Office Phone:</b>	3862836065
<b>RPFS Job#:</b>	42472	<b>RWIC Start Time:</b>	
<b>Daily Mileage:</b>	0	<b>RWIC End Time:</b>	
<b>Per Diem:</b>	Standard Per Diem	<b>Total Hours:</b>	0.0


**Work Zone Information**

<b>Subdivision:</b>	Fec	<b>Track Supervisor:</b>	billy reese
<b>MP Location:</b>	87	<b>DOT Crossing:</b>	
<b>Status of Job:</b>	On-going		
<b>Type of Protection:</b>	Form W		

Description of Work and Daily Itinerary / Notes:

drainage pipe installation  
 elm street 87.37  
 6 workers  
 contractor cancelation late

**Signatures**

<b>RWIC Signature:</b>		<b>Date:</b>	03/23/2023
<b>Client Signature:</b>	<i>Late cancellation S. R. D.C.S</i>	<b>Date:</b>	03/23/2023
<b>Client Name:</b>	Jason palmer		
<b>Client Number:</b>	3862836065		



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**Railroad:** Florida East Coast  
 Railway

**DAILY WORK REPORT**

**Day Classification:** Billable Day

**Project Information**

<b>Date:</b>	03/24/2023	<b>RWIC Name:</b>	Danny Sullivan
<b>Project Location:</b>	Bunnell FL	<b>Work Order Number:</b>	2291603
<b>Client:</b>	Florida East Coast Railway	<b>Office Phone:</b>	3862836065
<b>RPFS Job#:</b>	42472	<b>RWIC Start Time:</b>	06:30
<b>Daily Mileage:</b>	0	<b>RWIC End Time:</b>	16:30
<b>Per Diem:</b>	Standard Per Diem	<b>Total Hours:</b>	10.0



**Work Zone Information**

<b>Subdivision:</b>	Fec	<b>Track Supervisor:</b>	billy reese
<b>MP Location:</b>	87	<b>DOT Crossing:</b>	
<b>Status of Job:</b>	On-going		
<b>Type of Protection:</b>	Form 23		

Description of Work and Daily Itinerary / Notes:

paving roadway  
 mp 87.36  
 5 wormers

**Signatures**

<b>RWIC Signature:</b>		<b>Date:</b>	03/24/2023
<b>Client Signature:</b>		<b>Date:</b>	03/25/2023
<b>Client Name:</b>	Jason palmer		
<b>Client Number:</b>	3862836065		



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 Irving, TX 75038  
 www.railpros.com

**Railroad:** Florida East Coast  
 Railway

**DAILY WORK REPORT**

**Day Classification:** Billable Day

**Project Information**

<b>Date:</b>	03/25/2023	<b>RWIC Name:</b>	Ronald Gavin
<b>Project Location:</b>	BunnellFL	<b>Work Order Number:</b>	2291603
<b>Client:</b>	Florida East Coast Railway	<b>Office Phone:</b>	3862836065
<b>RPFS Job#:</b>	42472	<b>RWIC Start Time:</b>	
<b>Daily Mileage:</b>	0	<b>RWIC End Time:</b>	
<b>Per Diem:</b>	Standard Per Diem	<b>Total Hours:</b>	0.0

**Work Zone Information**

<b>Subdivision:</b>	FEC	<b>Track Supervisor:</b>	
<b>MP Location:</b>	MP 87	<b>DOT Crossing:</b>	
<b>Status of Job:</b>	On-going		
<b>Type of Protection:</b>	Form W		

Description of Work and Daily Itinerary / Notes:

Scheduled work canceled.

**Signatures**

<b>RWIC Signature:</b>	<i>Ronald M. Gavin</i>	<b>Date:</b>	03/27/2023
<b>Client Signature:</b>	<i>NO ONE TO SIGN</i>	<b>Date:</b>	03/27/2023
<b>Client Name:</b>	Jason Palmer		
<b>Client Number:</b>	3862836065		



## City of Bunnell, Florida

### Agenda Item No. C.10.

Document Date: 5/5/2023 Amount:  
Department: Infrastructure Account #:  
Subject: Request approval to extend the agreement with Alliant Engineering, Inc. for Continuing Engineering Services  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
Extension Agreement	Contract
Continuing Services Agreement	Contract

#### **Summary/Highlights:**

Staff is seeking approval to extend the agreement with Alliant Engineering, Inc. for continuing utility engineering services for an additional two (2) month period or until a new agreement can be executed, whichever comes first.

#### **Background:**

Request for Qualifications number RFQ-01-0-2018 for Professional Utility Engineering Services was issued to provide for the selection of firms to provide continuing services contracts for Utility Engineering services. Commission approved the Finance Director to enter contract negotiations with Alliant Engineering, Inc. in accordance with Florida Statutes section 287.055 (Consultants Competitive Negotiations Act).

The contract with Alliant was approved at the June 11, 2018, Commission meeting for a term of three (3) years with the option to renew annually for two (2) additional years. The first renewal was approved on May 24, 2021, the second renewal was approved on May 23, 2022.

Staff has published Request for Qualifications (RFQ) No. 2023-02 for continuing Infrastructure Engineering Services with an opening date of May 16, 2023. The Selection Committee will then need to review and rank the qualifications received and recommend their selections to the Commission for approval to go into negotiations. The existing agreement will expire June 11, 2023, prior to the completion of negotiations. Therefore, Staff is requesting an extension through August 10, 2023, to complete the process and execute a new agreement.

**Staff Recommendation:**

Approval to extend the agreement with Alliant Engineering, Inc. for Continuing Engineering Services for an additional two months through August 10, 2023, or until a new agreement can be executed, whichever comes first..

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

**AGREEMENT FOR EXTENSION  
OF INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS AGREEMENT FOR EXTENSION OF INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter "this Renewal") is made and entered into effective the 11th day of June 2023, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the "CITY") and Alliant Engineering, Inc., a Florida corporation (hereinafter "CONTRACTOR").

**WITNESSETH**

**WHEREAS**, the CITY is a Florida municipality, having a responsibility to provide certain services to benefit the citizens of the City of Bunnell; and

**WHEREAS**, the CITY and CONTRACTOR entered into an Independent Contractor's Agreement dated June 11, 2018, (hereinafter the "2018 Agreement"); and

**WHEREAS**, the CONTRACTOR has provided services under the Agreement, in a manner satisfactory to the CITY; and

**WHEREAS**, the 2018 Agreement provided for a three (3) year Term commencing June 11, 2018, and provided for two (2) additional one (1) year terms, upon written agreement by the parties, and the Parties are desirous of extending the 2018 Agreement for an additional two (2) month term; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**NOW THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Extension.** The 2018 Agreement is hereby extended for an additional two (2) month term, through August 10, 2023, or until a new agreement is executed, whichever comes first.

3. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2018 Agreement dated June 11, 2018, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Extension Agreement on the day and date first written above.

Katherine Liguori  
Witness  
Print Name: Katherine Liguori

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

**Contractor: Alliant Engineering, Inc.**

Curt Wimpfe  
Signature  
Print Name: Curt Wimpfe, PE  
Title: PRINCIPAL  
Date Signed by Contractor: 5-5-23

**CITY OF BUNNELL**

\_\_\_\_\_  
Catherine D. Robinson, Mayor  
Date: May 22, 2023

Approved as to Legal Form

\_\_\_\_\_  
Vose Law Firm, City Attorney

SEAL:

ATTEST:

\_\_\_\_\_  
Kristen Bates, City Clerk

**CITY OF BUNNELL CONTRACT WITH Alliant Engineering, Inc. FOR UTILITY  
ENGINEERING SERVICES RFQ-01-0-2018**

---

This contract made and entered into the 11<sup>th</sup> day of June, 2018 by and between the:

**CITY OF BUNNELL, FLORIDA  
201 WEST MOODY BLVD.,  
BUNNELL, FLORIDA 32110**

A municipal corporation of the STATE of Florida, holding tax exempt status, hereinafter referred to as the  
“City,” and:

**ALLIANT ENGINEERING, INC.  
7406 FULLERTON STREET, SUITE 110  
JACKSONVILLE, 32256**

A corporation, authorized to do business in the State of Florida, hereinafter referred to as the  
“contractor”. The City and the contractor are collectively referred to herein as the “parties”.

**WITNESSETH:**

**WHEREAS**, the City desires to retain the contractor for the work identified in the request for qualification and description of services outlined in Exhibit A; and

**WHEREAS**, the City desires to employ the contractor for the performance to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the contractor is desirous of performing and providing such services upon said terms and conditions; and

**WHEREAS**, the contractor hereby warrants and represents to the City that it is competent and otherwise able to provide professional and high-quality services to the City; and

**WHEREAS**, all submissions submitted by the contractor in the qualifications submitted to the City are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:



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## **Section 1 - DEFINITIONS.**

**AD VALOREM** - in proportion to the estimated value of the goods taxed.

**CONTRACT** – this document and all subsequent work orders between the City and contractor. Each exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this contract.

**BILLING PERIOD** – the period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final billing period.

**BONA FIDE** - made or carried out in good faith; sincere.

**CITY** – the CITY of Bunnell, a municipal corporation of the State of Florida holding tax exempt status.

**CONTRACTOR** - to include all principals of the contractor including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for contractor to perform its obligations hereunder.

**DESCRIPTION OF SERVICES** - shall be written in paragraph form reasonably describing those services the CITY can expect the contractor to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the contractor, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the City.

**DESIGNATED REPRESENTATIVE** – a person who administers, reviews, and coordinates the provision of services. This definition applies equally to the City and to the contractor.

**FORCE MAJEURE** - force majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of god or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this contract is beyond the control and without the fault or negligence of the party seeking relief under this contract.

**LAW** - said phrase shall include Statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

**PARI MATERIA** – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract.

**SUBMITTALS** – any item required by this contract that the contractor must provide the City either for inclusion as part of this contract or not.

**TYPE OF SERVICE** – utility engineering services

**WORK ORDER** - a detailed description of quantities, services, and a completion schedule provided issued by the City on its approved form which, on occasion, may contain documents published on contractor

letterhead describing all work associated with the service to be provided by the contractor to the City for an agreed price referencing this contract by title and date.

**Section 2 - CAPTIONS.**

The Section headings and captions of this contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this contract or any part thereof, or in any way affect this contract or construe any provision of this contract.

**Section 3 - EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.**

(A) This contract, together with the exhibits, constitutes the entire integrated contract between the City and the contractor and supersedes all prior written or oral understandings in connection therewith. This contract, and all the terms and provisions contained herein, including without limitation the exhibits attached, constitute the full and complete contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and Statements, whether written or oral.

(B) This contract may only be amended, supplemented, or modified by a formal written amendment.

(C) Any alterations, amendments, deletions, or waivers of the provisions of this contract shall be valid only when expressed in writing and duly signed by the parties.

(D) The exhibits made part of this contract are as follows:

- Exhibit A – Description of services
- Exhibit B – Certificate of Liability insurance
- Exhibit C – Draft City work order
- Exhibit D – ADA form
- Exhibit E – Price schedule
- Exhibit F – Business tax receipt – (City of Bunnell)
- Exhibit G – Current capital improvement program

**Section 4 - NO GENERAL CITY OBLIGATION.**

(A) In no event shall any obligation of the City under this contract be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(B) The contractor shall not have the right to compel the exercise of the ad valorem taxing power of the City.

**Section 5 - CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.**

(A) Execution of this contract by the contractor is a representation that the contractor is familiar with local conditions and with the services to be performed. The contractor shall make no claim for additional time or money based upon its failure to comply with this contract. The contractor has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this contract and to be identified in the work orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing

entity having jurisdiction over City projects. Execution of a work order shall be an affirmative and irrefutable representation by the contractor to the City that the contractor is fully familiar with any and all requisite work conditions of the provisions of the services.

(B) The recitals herein are true and correct and form and constitute a material part of this contract upon which the parties have relied.

(C) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the contractor (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The contractor is to be and shall remain forever an independent contractor with respect to all services performed under this contract.

(D) Persons employed by the contractor in the provision and performance of the services and functions pursuant to this contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

#### **Section 6 - GENERAL PROVISIONS.**

(A) Each party hereto represents to the other that it has undertaken all necessary actions to execute this contract, and that it has the legal authority to enter into this contract, and to undertake all obligations imposed on it. The person(s) executing this contract for the contractor certifies/certify that he/she/they is/are authorized to bind the contractor fully to the terms of this contract.

(B) This contract is for **utility engineering services** needed for the City's operations as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.

(C) The contractor acknowledges that the City may retain other contractors to provide the same types of services for City projects. The City reserves the right to select which contractor shall provide services for City projects.

(D) The contractor acknowledges that the City has retained other contractors and the coordination between said contractors and the contractor may be necessary from time to time for the successful completion of each work order. The contractor agrees to provide such coordination as necessary within the scope of services as contained in SECTION 12 - Description of services.

(E) The contractor agrees to provide and ensure coordination between goods / services providers.

(F) Time is of the essence of the lawful performance of the duties and obligations contained in this contract to include, but not be limited to, each work order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this contract and each work order.

(G) Contractor shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this contract to ensure acceptable and timely completion of each work order.

(H) Requirements for signing and sealing plans, reports, and documents prepared by the contractor shall be governed by the laws and regulations of Flagler county and State regulatory agencies.

(I) The contractor hereby guarantees the City that all material, supplies, services, and equipment as listed on a purchase order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the

date hereof.

(J) No claim for services furnished by the contractor not specifically provided for herein shall be honored by the City.

**Section 7: CODES AND DESIGN STANDARDS.**

(A) All the services to be provided or performed by the contractor shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, State, or local regulatory agencies.

(B) The contractor shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this contract.

**Section 8: SUBCONTRACTORS.**

(A) Any contractor proposed subcontractor shall be submitted to the City for written approval prior to the contractor entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(B) The contractor shall coordinate the provision of services and work product of any City approved subcontractor and remain fully responsible for such services and work under the terms of this contract.

(C) Any subcontract shall be in writing and shall incorporate this contract and require the subcontractors to assume performance of the contractor duties commensurately with the contractor's duties to the City under this contract, it being understood that nothing herein shall in any way relieve the contractor from any of its duties under this contract. The contractor shall provide the City with executed copies of all subcontracts.

**Section 9: ASSIGNABILITY.**

The contractor shall not sublet, assign, or transfer any interest in this contract, or claims for the money due or to become due out of this contract to a bank, trust company, or other financial institution without written City approval. When approved by the City, written notice of such assignment or transfer shall be furnished promptly to the City.

**Section 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.**

(A) The contractor shall commence the provision of services as described in this contract immediately upon execution of this contract.

(B) The contractor and the City agree to make every effort to adhere to the schedules established for the various work orders as described in each work order; however, if the contractor is delayed at any time in the provision of services by any act or omission of the City, or of any employee of the City, or by any other contractor employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the contractor and beyond the contractor's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the contractor

shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

### **Section 11: LENGTH OF CONTRACT.**

- (A) The term of this contract is for a three (3) year period commencing on the date of full execution of this contract by the parties.
- (B) The contractor services shall begin upon written notification to proceed by the City.
- (C) Contractor services shall be on a work order basis and may include matters such as serving as an expert witness.
- (D) Subsequent to the conclusion of the initial three (3) year term, this contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the City wish to not have this contract renewed for any year, the City shall provide written notice to the contractor ninety (90) days prior to the ending date.

### **Section 12: DESCRIPTION OF SERVICES.**

- (A) The contractor shall provide **utility engineering services**. The description of services is further and more specifically outlined in exhibit a.
- (B) The contractor shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered work order. Unless modified in writing by the parties hereto, the duties of the contractor shall not be construed to exceed the provision of the services pertaining to this contract.
- (C) The City and contractor agree that there may be certain additional services required to be performed by the contractor during the performance of the work orders that cannot be defined sufficiently at the time of execution of this contract. Such services shall be authorized in writing as a change order in accordance with Section 21. The work orders may contain additional instructions or provide specifications upon certain aspects of this contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

### **Section 13: CONTRACTOR RESPONSIBILITIES.**

- (A) The contractor shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the contractor under this contract as well as the conduct of its staff, personnel, employees, and agents. The contractor shall work closely with the City on all aspects of the provision of the services. With respect to services, the contractor shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- (B) The contractor shall furnish a contractor designated representative to administer, review, and coordinate the provision of services under this contract and each work order.

(C) Neither City review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this contract. The contractor shall be and shall remain liable to the City in accordance with applicable law for all damages to the City caused by the contractor's negligent or improper performance or failure to perform any of the services furnished under this contract.

(D) The rights and remedies of the contractor, provided for under this contract, are in addition to any other rights and remedies provided by law.

(E) In the event the contractor fails to comply with the terms and conditions of this contract, the City shall notify the contractor's designated representative in writing so that the contractor may take remedial action.

(F) Time is of the essence in the performance of all services provided by the contractor under the terms of this contract and each and every work order.

(G) Contractor shall not hire/employ any independent contractors during the term of this contract without the express written approval of the City.

#### **Section 14: CITY RIGHTS AND RESPONSIBILITIES.**

(A) The City shall reasonably cooperate with the contractor in a timely fashion at no cost to the contractor as set forth in this Section.

(B) The City shall furnish a City designated representative to administer, review, and coordinate the provision of services under each work order.

(C) The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the contractor. The availability and necessity of said personnel to assist the contractor shall be determined solely at the discretion of the City.

(D) The City shall furnish the contractor with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the City's files that is necessary or useful to the contractor for the performance of the work. All such documents conveyed by the City shall be, and remain the property of, the City and shall be returned to the City upon completion of the work to be performed by the contractor.

(E) The City shall examine all contractor reports, sketches, drawing, estimates, qualifications, and other documents presented to the City and indicate the City's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the contractor.

(F) The City shall provide access to and make provisions for the contractor to enter upon public and private lands as required for the contractor within a reasonable time to perform work as necessary to complete the work order.

(G) The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this contract.

(H) The City shall give written notice to the contractor whenever the City designated representative knows of a development that affects the services provided and performed under this contract, timing of the contractor's provision of services, or a defect or change necessary in the services of the

contractor.

(I) The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this contract.

(J) The City shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this contract or the responsibilities of the contractor in carrying out the duties and responsibilities deriving from this contract.

(K) The failure of the City to insist in any instance upon the strict performance of any provision of this contract, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(L) Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this contract nor or any cause of action arising out of the performance of this contract and the contractor shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the contractor's negligent or wrongful provision or performance of any of the services furnished under this contract.

(M) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the consultant's services or have been created during the course of the contractor's performance under this contract shall become the property of the City after final payment is made to the contractor.

(N) In the event the City fails to comply with the terms and conditions of this contract, the contractor shall notify the City's designated representative in writing so that the City may take remedial action.

#### **Section 15: WAIVER.**

The failure of the City to insist in any instance upon the strict performance of any provision of this contract, or to exercise any right or privilege granted to the City hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

#### **Section 16: FORCE MAJEURE.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure.

#### **Section 17: STANDARDS OF CONDUCT.**

(A) The contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that the contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this contract.

(B) If the City determines that any employee or representative of the contractor is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this contract, the City shall so notify the contractor, in writing. The contractor



shall immediately remove such employee or representative of the contractor from such assignment.

(C) The contractor hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the contractor, or any interest in property that the contractor may have. The contractor further certifies that any conflict of interest that arises during the term of this contract shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this contract.

(D) The contractor shall not engage in any action that would create a conflict of interest for any City employee or other person during the course of performance of, or otherwise related to, this contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to Ethics in Government.

(E) The City shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274a(e) of the Immigration and Nationality Act (INA). The City shall consider the employment by the contractor of unauthorized aliens, a violation of Section 274a (e) of the INA. Such violation by the contractor of the employment provisions contained in Section 274a (e) of the INA shall be grounds for immediate termination of this contract by the City.

(F) The contractor shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(G) The contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(H) If the contractor or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The contractor shall certify, upon request by the City that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(I) If the contractor or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the City. The contractor shall certify, upon request by the City, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(J) The contractor shall certify, upon request by the City, that the contractor maintains a Drug Free Workplace Policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(K) The contractor agrees to comply with federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The contractor agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(L) If applicable, in accordance with Section 216.347, Florida Statutes, the contractor shall not use funds provided by this contract for the purpose of lobbying the legislature, the judicial branch, or State agency.

(M) The contractor shall not publish any documents or release information regarding this contract to the media without prior approval of the City.

(N) The contractor shall ensure that all services are provided to the City after the contractor has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(O) The contractor shall ensure that all taxes due from the contractor are paid in a timely and complete manner including, but not limited to, occupational license tax.

**Section 18: NOTICES.**

(A) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered united States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(B) For the present, the parties designate the following as the representative places for giving of notice, to- wit:

(1) For the City: Finance Director  
City of Bunnell  
201 West Moody Blvd.,  
Bunnell, Florida 32110

(2) For the contractor: Curt M. Wimpee, PE  
Alliant Engineering, Inc.  
7406 Fullerton St., Suite 110  
Jacksonville, FL 32256

(C) Written notice requirements of this contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The contractor agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the contractor to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the contract.

**Section 19: DESIGNATED REPRESENTATIVES.**

(A) The City Manager, or his designated representative, represents the City in all matters pertaining to and arising from the work and the performance of this contract.

(B) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the contractor;

(2) Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this contract;

(3) Giving prompt written notice to the contractor whenever the City knows of a defect or change necessary in the project; and

(C) Until further written notice, the City's designated representative for this contract is:  
Finance Director  
City of Bunnell  
201 West Moody Blvd.  
Bunnell, Florida 32110  
Telephone number: (386) 437-7500

(D) Prior to start of any work under this contract, the contractor shall submit to the City detailed resumes of key professional personnel that will be involved in performing services described in the work. The City hereby acknowledges its acceptance of such personnel to perform services under this contract. At any time, hereafter, that the contractor desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to the City for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with City personnel.

(E) Until further written notice, the contractor's designated representative for this contract is:  
Curt M. Wimpee, PE  
Alliant Engineering, Inc.  
7406 Fullerton St., Suite 110  
Jacksonville, FL 32256

## **Section 20: WORK ORDERS.**

(A) The provision of services to be performed under this contract may commence immediately upon the execution of this contract or a work order as directed and determined by the City. Services to be provided by the contractor to the City shall be negotiated between the contractor and the City. Each work order shall reference this contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on contractor letterhead. Services described in said work order will commence upon the issuance of a City notice-to-proceed.

(B) If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The contractor shall perform all services required by the work order but in no event shall the contractor be paid more than the negotiated fixed fee amount Stated therein.

(C) The contractor and the City agree to make every effort to adhere to the schedule established for the various work orders described in the work order.

(D) If the services are not clearly defined, the work order may be issued on a "time basis method" and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the contractor shall perform all work required by the work order; but in no event shall the contractor be paid more than the not-to-exceed amount specified in the applicable work order.

(E) For work orders issued on a "fixed fee basis," the contractor may invoice the amount due based on the percentage of total work order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services actually completed.

(F) For work orders issued on a "time basis method" with a not-to-exceed amount, the contractor may

invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services actually completed.

(G) Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the City determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the City may, at its sole and absolute discretion, release the retainage or any portion thereof.

(H) For work orders issued on a "time basis method" with a limitation of funds amount, the contractor may invoice the amount due for services actually performed and completed. The City shall pay the contractor one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.

#### **Section 21: CHANGE ORDERS.**

(A) The City may revise the description of services set forth in any work order.

(B) Revisions to any work order shall be authorized in writing by the City as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this contract and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this contract. A contract between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the contractor schedule.

(C) If instructed by the City, the contractor shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the contractor, the contractor may be entitled to additional compensation. The contractor must submit for City approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

#### **Section 22: COMPENSATION.**

(A) Compensation to the contractor for the services performed on each work order shall be as set forth the work order/change order.

(B) The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.

(C) Work performed by the contractor without written approval by the City's designated representative shall not be compensated. Any work performed by the contractor without approval by the City is performed at the contractor's own election.

(D) In the event the City fails to provide compensation under the terms and conditions of this contract, the contractor shall notify the City's designated representative in order that the City may take remedial action.

(F) Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this contract may

be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The contractor agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this contract, the City agrees, upon written request from the contractor, to consider a reasonable adjustment to the prices set forth in this contract based upon the following index: engineering news record, construction cost index, etc.. Any claim by the contractor for a price increase, as provided above, shall State, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the City. Only one (1) such request from the contractor will be considered in each calendar year period. The decision of the City shall be final and non-appealable.

(G) Expiration of the term of this contract shall have no effect upon purchase orders/work orders issued pursuant to this contract and prior to the expiration date.

### **Section 23: INVOICE PROCESS.**

(A) Payments shall be made by the City to the contractor when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The contractor shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the contractor, work order number, contract number and all other information required by this contract.

(B) Invoices which are in an acceptable form to the City and without disputable items will be processed for payment within thirty days of receipt by the City.

(C) The contractor will be notified of any disputable items contained in invoices submitted by the contractor within fifteen days of receipt by the City with an explanation of the deficiencies.

(D) The City and the contractor will make every effort to resolve all disputable items contained in the contractor's invoices.

(E) Each invoice shall reference this contract, the appropriate work order and change order, if applicable, and the billing period.

(F) The Florida Prompt Payment Act shall apply when applicable.

(G) Invoices are to be forwarded directly to:

Accounts Payable  
PO Box 756  
Bunnell, Florida 32110

### **Section 24: TERMINATION OF CONTRACT.**

(A) The City may terminate this contract or any work order for convenience at any time for one or more of the reasons as follows:

(1) If, in the City's opinion, adequate progress under a work order is not being made by the contractor; or

(2) If, in the City's opinion, the quality of the services provided by the contractor is/are not in

conformance with commonly accepted professional standards, standards of the City, the requirements of federal or State regulatory agencies, and the contractor has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3) The contractor or any employee or agent of the contractor is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the contractor; or

(4) The contractor becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The contractor violates the standards of conduct provisions herein or any provision of State or local law or any provision of the City code of conduct.

(B) In the event of any of the causes described in this Section, the City's designated representative may send a certified letter requesting that the contractor show cause why the contract or any work order should not be terminated. If assurance satisfactory to the City of corrective measures to be made within a reasonable time is not given to the City within fourteen calendar days of the receipt of the letter, the City may consider the contractor to be in default, and may immediately terminate this contract or any work order in progress under this contract.

(C) In the event that this contract or a work order is terminated for cause and it is later determined that the cause does not exist, then this contract or the work order shall be deemed terminated for convenience by the City and the City shall have the right to so terminate this contract without any recourse by the contractor.

#### **Section 25: TERMINATION BY CONTRACTOR FOR CAUSE.**

(A) The contractor may terminate this contract if:

(1) The City materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The City fails to pay the contractor in accordance with this contract.

(B) In the event of either of the causes described in subSection (a), the contractor shall send a certified letter requesting that the City show cause why the contract should not be terminated. If adequate assurances are not given to the contractor within fourteen calendar days of the receipt of said show cause notice, the contractor may consider the City to be in default, and may immediately terminate this contract.

#### **Section 26: TERMINATION BY THE CITY WITHOUT CAUSE.**

(A) Notwithstanding any other provision of this contract, the City shall have the right at any time to terminate this contract in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the City to be in the public interest, provided that thirty calendar days prior written notice is given to the contractor of the City's intent to terminate.

(B) In the event that this contract is terminated, the City shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this contract.

(C) This contract will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.

**Section 27: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this contract or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the contractor to the date of termination shall be paid to the contractor.

**Section 28: ACTION FOLLOWING TERMINATION.**

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

**Section 29: SUSPENSION.**

(A) The performance or provision of the contractor services under any work order under this contract may be suspended by the City at any time.

(B) In the event the City suspends the performance or provision of the contractor's services hereunder, the City shall so notify the contractor in writing, such suspension becoming effective upon the date Stated in the notice. The City shall pay to the contractor within thirty days all compensation which has become due to and payable to the contractor to the effective date of such suspension. The City shall thereafter have no further obligation for payment to the contractor for the suspended provision of services unless and until the City's designated representative notifies the contractor in writing that the provision of the services of the contractor called for hereunder are to be resumed by the contractor.

(C) Upon receipt of written notice from the City that the contractor's provision of services hereunder are to be resumed, the contractor shall continue to provide the services to the City.

**Section 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(A) In the event of a dispute related to any performance or payment obligation arising under this contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

(B) The contractor agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the contractor had knowledge and failed to present during the City procedures.

(C) In the event that City procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**Section 31: SEVERABILITY.**

(A) If any term, provision or condition contained in this contract shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not

be affected thereby, and each term, provision, and condition of this contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(B) All provisions of this contract shall be read and applied in pari materia. With all other provisions hereof.

(C) Violation of this contract by the contractor is recognized by the parties to constitute irreparable harm to the City.

**Section 32: CONTROLLING LAWS/VENUE / INTERPRETATION.**

(A) This contract is to be governed by the laws of the State of Florida.

(B) Venue for any legal proceeding related to this contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(C) This contract is the result of bona fide arm's length negotiations between the City and the contractor and all parties have contributed substantially and materially to the preparation of the contract. Accordingly, this contract shall not be construed or interpreted more strictly against any one party than against any other party.

**Section 33: INDEMNITY.**

(A) Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractor and other persons employed by the contractor in the performance of the contract.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.

(C) In claims against any person or entity indemnified under this Section by an employee of the contractor or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the contractor or its agents or subcontractors, under workers compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this contract by the contractor shall obligate the contractor to comply with the indemnification provision in this contract; however, the contractor must also comply with the provisions of this contract relating to insurance coverage's.

**Section 34: INSURANCE.**

(A) The contractor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1) Workers Compensation/Employer Liability: the contractor shall provide Worker Compensation Insurance for all employees engaged in the work under this contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:



\$500,000 each accident  
\$500,000 disease each employee  
\$500,000 disease (policy limit)

(2) Comprehensive General Liability: the contractor shall provide coverage for all operations including, but not limited to, contractual, independent contractor, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence  
\$2,000,000 general aggregate

(3) Comprehensive Business Automobile Liability: the contractor shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non- owned, leased or hired vehicles.

(4) Professional Liability: the contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the contractor.

(5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City which may, thereupon, required additional insurance coverage's.

(B) All insurance other than workers compensation and professional liability that must be maintained by the contractor shall specifically include the City as an additional insured. All insurance minimum coverages extend to any subcontractor, and the contractor shall be responsible for all subcontractors.

(C) The contractor shall provide certificates of insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first work order under this contract. These certificates of insurance shall become part of this contract. Neither approval by the City nor failure to disapprove the insurance furnished by a contractor shall relieve the contractor of the contractor's full responsibility for performance of any obligation including the contractor's indemnification of the City under this contract. If, during the period which an insurance company is providing the insurance coverage required by this contract, an insurance company shall: (1) lose its certificate of authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the contractor shall, as soon as the contractor has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this contract. Until such time as the contractor has replaced the unacceptable insurer with an insurer acceptable to the City, the contractor shall be deemed to be in default of this contract.

(D) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new certificate of insurance.

(h) The contractor shall provide certificate of insurance directly to the City's designated representative. The certificates shall clearly indicate that the contractor has obtained insurance of the type, amount, and classification required by this contract.

(F) Nothing in this contract or any action relating to this contract shall be construed as the City waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(G) The City shall not be obligated or liable under the terms of this contract to any party other than the contractor. There are no third-party beneficiaries to this contract.

(H) The contractor is an independent contractor and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this contract.

(I) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

### **Section 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.**

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The contractor, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all requirements of federal or State law related thereto.

### **Section 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

(A) The contractor shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(B) The contractor shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this contract and date of final payment for said services, or date of termination of this contract.

(C) The City reserves the right to unilaterally terminate this contract if the contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the contractor in conjunction, in any way, with this contract.

(D) The City may perform, or cause to have performed, an audit of the records of the contractor before or after final payment to support final payment under any work order issued hereunder. This audit shall be performed at a time mutually agreeable to the contractor and the City subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the contractor may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the contractor. Conduct of this audit shall not delay final payment as required by this Section.

(E) In addition to the above, if federal, State, county, or other entity funds are used for any services under this contract, the comptroller general of the United States or the chief financial officer of the State of Florida, City of Bunnell, or the county of Flagler, or any representative, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to services provided or

performed under this contract for purposes of making audit, examination, excerpts, and transcriptions.

(F) In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the contract, the contractor shall refund such overpayment to the City within thirty days of notice by the City of the request for the refund.

(G) The contractor agrees to fully comply with all State laws relating to public records.

(H) The contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(I) Public records compliance. Contractor agrees that, pursuant to Section 119.071(1)(a), Florida Statutes, it shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon

(5) Pursuant to Section 119.0701(2)(a), FLA. Stat., **if the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at: Kristen Bates, 386-263-8808, kbates@BunnellCity.us, PO Box 756, 201 W. Moody Blvd., Bunnell, FL 32110.**

(J) Public records compliance indemnification. Contractor agrees to indemnify and hold the public agency harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against contractor in Flagler county circuit court on an expedited basis to enforce the requirements of this section.

### **Section 37: counterparts.**

This contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

### **Section 38: submittals.**

The following are items the contractor must submit to the City as stated in this contract:

- 1 Description of services; Section 12.
- 2 Worker compensation insurance for all employees; Section 34, paragraph (a) (1)
- 3 Certificates of liability insurance; Section 34, paragraph (c)
- 4 American with disabilities act; Section 17, paragraph (f)
- 5 Price schedule
- 6 Business tax receipt (if applicable)

This contract describes each item listed above in detail. All provided to the City must be accurate and updated certifying the contractor is proceeding correctly.

**Section 39: EXHIBITS.**

Each exhibit referred to and attached to this contract is an essential part of this contract. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this contract.

In witness whereof, the parties hereto have made and executed this contract on the respective dates under each signature.

*Attest/witness:*

ALLIANT ENGINEERING, INC.

**Name of Company**

By: Susanne Martin

By: C. Wilf  
Authorized Corporate Officer

Date: 5/23/18

Date: 5/23/18

*Attest:*

**City of Bunnell**

By: K. Bates  
Kristen Bates, City clerk

By: Catherine Robinson  
Catherine Robinson, Mayor

Date: 6/11/2018

Date: 6/11/2018

## EXHIBIT A DESCRIPTION/SCOPE OF SERVICES

Selected firms shall be prepared to provide all Water Resources, Wastewater, and Water Utilities Engineering services within the Environmental and Sanitary disciplines:

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, and reclaimed water systems planning/design/permitting requirements for engineering design services and storm water treatment design for water resource projects.

Any project contracted for a feasibility, planning, or other study or a schematic or preliminary design shall not include the right to extend the Consultant's scope of services to include full design and construction period services. However, the Consultant will not be prohibited from participating in a separate RFQ process for such services.

Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns Water Management District, Flagler County Health Department and other Florida regulatory agencies.

### 1. Preliminary Design, Evaluation, and Planning Services to include but not be limited to:

- Investigations, evaluations/analyses, and cost valuations;
- Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- Feasibility studies on proposed projects, including studies of clients' needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site locations studies;
- Evaluation of interconnections with other water utilities, use of reclaimed water, water conservation measures/programs, and similar alternatives to reduce dependence upon fresh groundwater resources;
- Collecting utilities data such as provider, distribution size, availability and location;
- Development of preliminary design reports, including preliminary treatment processes, outline specifications, preliminary cost estimates, etc. and
- Schematics to design development for site layouts, ancillary buildings, and roadway/storm water design;
- Evaluation of the technical, environmental, and economic feasibility of regional and local water resources alternatives as may be identified;
- Perform reviews of reports, financial data, and similar work products for alternative water supply projects prepared by others;
- Any other preliminary engineering related to the assigned tasks including public meeting support.

### 2. Detailed Design Services to Meet Applicable Regulatory Agencies Construction Permitting Requirements to include but not be limited to:

- Furnishing expertise, labor and resources in preparing complete construction permitting packages and applications, resolving detailed problems, selecting equipment and developing technical specifications;
- Coordinating engineers, sub-consultants, and/or other design services groups;
- Preparing detailed calculations, permissible design drawings, reports, and specifications;
- Preparing or collaborating with others responsible for preparing estimates of the cost of the work;
- Design of water distribution mains, sanitary sewer collection and transmission mains, and pumping stations;
- Design of new water supply wells, treatment and storage facilities and/or improvements to existing facilities;
- Design of reclaimed water storage, pumping, and distribution mains and associated improvements;
- Providing prompt assistance and advice to the City to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
- Prepare complete regulatory permit applications, track submittal status, and respond to requests for

additional information;

- Attend meetings with regulatory agency staff and coordinate with City;
- Present/provide public meeting support.

3. Final Design Services for preparation of construction plans, technical specifications, and related bid documents to include but not be limited to:

- Preparation of complete construction plans and technical specifications suitable for bidding purposes for assigned projects;
- Assist in the assemblage of bid packages, contract documents, and coordination with City Purchasing and Public Works;
- Participate in the bidding process, evaluation of bids, and recommendation of award;
- Review and approve/disapprove shop drawings and other technical submittals from contractor;
- Provide CEI services during construction and attend progress meetings;
- Preparation of as-built plans and submission of certifications of construction to appropriate regulatory agencies;
- Attendance at public meetings as may be requested.

4. Length of Contract: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.

5. The Consultant agrees to utilize the E-Verify system in screening employees hired during the time of the contract. Except as otherwise provided in this Agreement, no charge for work or materials shall be allowed or approved by the City.

6. Changes to Scope of Work: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided under Section 17.

## EXHIBIT B CERTIFICATE OF LIABILITY



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2017

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

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

<b>PRODUCER</b> Associated Benefits and Risk Consulting 6000 Clearwater Drive Minnetonka MN 55343	<b>CONTACT NAME:</b> Paula Larson <b>PHONE (AC, Ho, Ext):</b> 952-945-0200 <b>FAX (AC, Ho):</b> 952-945-9477 <b>E-MAIL ADDRESS:</b> paula.larson@associatedbrc.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Alliant Engineering Inc. 233 Park Avenue South Minneapolis MN 55415	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Travelers Indemnity Company of Conn</td> <td style="width: 20%; text-align: right;">25682</td> </tr> <tr> <td><b>INSURER B:</b> Nationwide Mutual Insurance Company</td> <td style="text-align: right;">23787</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Indemnity Company</td> <td style="text-align: right;">25666</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Casualty Insurance Compan</td> <td></td> </tr> <tr> <td><b>INSURER E:</b> Travelers Casualty &amp; Surety Company</td> <td style="text-align: right;">31194</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Travelers Indemnity Company of Conn	25682	<b>INSURER B:</b> Nationwide Mutual Insurance Company	23787	<b>INSURER C:</b> Travelers Indemnity Company	25666	<b>INSURER D:</b> Travelers Casualty Insurance Compan		<b>INSURER E:</b> Travelers Casualty & Surety Company	31194	<b>INSURER F:</b>	
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<b>INSURER D:</b> Travelers Casualty Insurance Compan													
<b>INSURER E:</b> Travelers Casualty & Surety Company	31194												
<b>INSURER F:</b>													

**COVERAGES**      **CERTIFICATE NUMBER:** 39205760      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		680-6H187197	10/30/2017	10/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA3026886291	10/30/2017	10/30/2018	COMBINED SINGLE UNIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4C824574	10/30/2017	10/30/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in III) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB3987T263	10/30/2017	10/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			105364916	10/30/2017	10/30/2018	Each Claim/Agg \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 FOLLOWING ENDORSEMENTS APPLY TO THE NAMES/PROJECTS LISTED BELOW ONLY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS: GENERAL LIABILITY: Blanket Additional Insured and Primary and Non-Contributory Endt# CGD381 (03/15) Blanket Waiver of Subrogation Endt# CGD379 (01/16); AUTO LIABILITY: Blanket Additional Insured and Waiver of Subrogation Endt# AC7005 (03/16); WORKERS COMPENSATION: Blanket Waiver of Subrogation Endt# WVC000313(00);

<b>CERTIFICATE HOLDER</b>  Alliant Engineering, Inc. 233 Park Ave, #300 Minneapolis MN 55415	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



**EXHIBIT C  
WORK ORDER FORM**

**WORK ORDER-SERVICES #:**  
**Encumbrance PO #:**

<b>Vendor Name:</b>	<b>Date:</b>
<b>Address:</b>	<b>Bid #:</b>
<b>City, State &amp; Zip:</b>	<b>Project:</b>  <b>Council Approval Date:</b>

**BUDGETED/EXISTING:**

**NEW:**

**CONTINUING SERVICE:**

**MAIL INVOICES IN**

**DUPLICATE TO:**

**CITY OF BUNNELL**

**ACCOUNTS**

**PAYABLE**

**P.O. BOX 756**

**BUNNELL, FLORIDA 32110**

**TOTAL COST: \$ \_\_\_\_\_**

**ATTACHMENTS TO THIS WORK ORDER:    METHOD OF COMPENSATION:**

- DESCRIPTION OF SERVICES     FIXED FEE BASIS
- DRAWINGS/PLANS/SPECIFICATIONS     NOT TO EXCEED
- SPECIAL CONDITIONS

**UNIT PRICE ( )**

**RATE SCHEDULE**

**TIME FOR COMPLETION: THE OBLIGATION OF THE VENDOR TO PROVIDE SERVICES TO THE CITY SHALL COMMENCE UPON EXECUTION OF THIS WORK ORDER (WO) BY THE PARTIES AND SERVICES SHALL BE COMPLETED BY\_\_\_\_. FAILURE TO MEET THE COMPLETION DATE MAY BE GROUNDS FOR TERMINATION OF THIS WO AND THE UNDERLYING CONTRACT FOR DEFAULT. TIME IS OF THE ESSENCE.**



WITNESS WHEREOF, THE PARTIES HERETO HAVE  
MADE AND EXECUTED THIS WORK ORDER ON THIS  
HEREIN.

\_\_\_\_ DAY OF \_\_, 20\_\_, FOR THE PURPOSES  
STATED

(THIS SECTION TO BE COMPLETED BY THE  
CITY)

ATTEST:

VENDOR

\_\_\_\_\_  
ATTESTING OFFICER

\_\_\_\_\_  
OFFICER WITH CORPORATE SIGNATORY AUTHORITY

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
DEPARTMENT HEAD  
APPROVED RAP ON

CITY OF BUNNELL

\_\_\_\_\_  
AUTHORIZED SIGNATORY

## WORK ORDERS TERMS AND CONDITIONS

- EXECUTION OF THIS WORK ORDER (WO) BY THE CITY SHALL SERVE AS AUTHORIZATION FOR THE VENDOR TO PROVIDE FOR THE STATED SERVICES AS SET OUT IN THIS WO. IT IS EXPRESSLY UNDERSTOOD BY THE VENDOR THAT THIS WO, UNTIL EXECUTED BY THE CITY, DOES NOT AUTHORIZE THE VENDOR TO PERFORM ANY SERVICES FOR THE CITY.
- THIS WO SHALL TAKE EFFECT ON THE DATE OF ITS EXECUTION BY THE CITY AND EXPIRES UPON FINAL COMPLETION, INSPECTION AND PAYMENT UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE TERMINATION PROVISIONS HEREIN. THE VENDOR SHALL SIGN THIS WO FIRST AND THE CITY SECOND. THIS WO WILL BE FORWARDED TO THE VENDOR UPON EXECUTION BY THE CITY.
- THE VENDOR SHALL PROVIDE SERVICES PURSUANT TO THIS WO, ITS ATTACHMENTS, AND THE UNDERLYING AGREEMENT (AS AMENDED, IF APPLICABLE) WHICH IS INCORPORATED HEREIN BY REFERENCE AS IF IT HAD BEEN SET OUT IN ITS ENTIRETY. IN THE EVENT THAT THE TERMS AND CONDITIONS OF THIS WO ARE INCONSISTENT WITH THE TERMS AND CONDITIONS OF AN UNDERLYING CONTRACT WHICH IS IMPLEMENTED, IN WHOLE OR PART, BY THIS WO; THEN THE TERMS AND CONDITIONS OF THE UNDERLYING CONTRACT SHALL APPLY.
- COMPENSATION IS BASED ON THE METHOD INDICATED ON THE FIRST PAGE OF THIS WO.
- PAYMENTS TO THE VENDOR SHALL BE MADE BY THE CITY IN STRICT ACCORDANCE WITH THE PAYMENT TERMS AND CONDITIONS LISTED BELOW OR IN THE UNDERLYING CONTRACT.
- BY ACCEPTING THIS WO, THE VENDOR ACCEPTS ALL THE TERMS AND CONDITIONS INCLUDED HEREIN.
- THE CITY RESERVES THE RIGHT, WITHOUT LIABILITY OF ANY TYPE, TO CANCEL THIS WO AS TO ANY SERVICES NOT YET PERFORMED OR TENDERED, AND TO PURCHASE SUBSTITUTE SERVICES AND TO CHARGE THE VENDOR FOR ANY LOSS INCURRED.
- THE CITY MAY CANCEL THIS WO, ANY OUTSTANDING SERVICES HEREUNDER, OR RESCHEDULE IN WHOLE OR IN PART, FOR CAUSE OR NO CAUSE, UPON WRITTEN NOTICE TO THE VENDOR SENT AT LEAST FOURTEEN (14) DAYS PRIOR TO THE COMPLETION DATE SPECIFIED. THE CITY MAY CANCEL THIS WO IN WHOLE OR IN PART AT ANY TIME FOR DEFAULT BY WRITTEN NOTICE TO THE VENDOR.
- THE CITY SHALL HAVE NO LIABILITY TO THE VENDOR BEYOND PAYMENT OF ANY BALANCE OWING FOR SERVICES COMPLETED HEREUNDER AND ACCEPTED BY THE CITY PRIOR TO THE VENDOR'S RECEIPT OF THE NOTICE OF TERMINATION.
- PRICES STATED ON THIS WO ARE FIRM, ALL INCLUSIVE AND CONSISTENT WITH APPLICABLE NEGOTIATIONS, BID(S) AND/OR QUOTATIONS. THE CITY IS EXEMPT FROM THE FLORIDA SALES AND USE TAXES AND WILL FURNISH THE VENDOR WITH

PROOF OF TAX EXEMPTION UPON WRITTEN REQUEST.

- THE CITY RESERVES THE RIGHT TO CONDUCT ANY INSPECTION OR INVESTIGATION TO VERIFY COMPLIANCE OF THE SERVICES WITH THE REQUIREMENTS OF THIS PURCHASE AND TO REJECT ANY DELIVERY NOT IN COMPLIANCE AND, IF THE DEFICIENCY IS NOT VISIBLE AT THE TIME OF ACCEPTANCE, TO TAKE AND REQUIRE APPROPRIATE CORRECTIVE ACTION.
- THE VENDOR AGREES TO COMPLY WITH ALL FEDERAL, STATE OF FLORIDA, FLAGLER COUNTY AND CITY LAWS, ORDINANCES, REGULATIONS, AUTHORITY AND CODES AND AUTHORITY HAVING JURISDICTION OVER THE PURCHASE. THIS WO SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. IN ANY ACTION OR PROCEEDING REQUIRED TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, VENUE SHALL BE OF THE SEVENTH JUDICIAL CIRCUIT IN AND FOR FLAGLER COUNTY, FLORIDA.
- THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR PROVISION FOR SERVICES REQUIRED UNDER THIS AGREEMENT, INCLUDING DAMAGE TO PERSONS OR PROPERTY, PROVIDED THAT SAME IS CAUSED IN WHOLE OR PART BY THE ERROR, OMISSION, NEGLIGENT ACT, FAILURE TO ACT, MALFEASANCE, MISFEASANCE, CONDUCT, OR MISCONDUCT OF CONTRACTOR, ITS AGENTS, SERVANTS, OFFICERS, OFFICIALS, EMPLOYEES, OR SUBCONTRACTORS. NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.
- THE VENDOR SHALL NOT ASSIGN THIS WO, ANY RIGHTS UNDER THIS WO OR ANY MONIES DUE OR TO BECOME DUE HEREUNDER, NOR DELEGATE OR SUBCONTRACT ANY OBLIGATIONS OR WORK HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY.
- THE VENDOR SHALL PERFORM THE OBLIGATIONS OF THIS WO AS AN INDEPENDENT CONTRACTOR AND UNDER NO CIRCUMSTANCES SHALL IT BE CONSIDERED AS AGENT OR EMPLOYEE OF THE CITY.
- THE VENDOR ENSURES THAT ITS PERSONNEL SHALL COMPLY WITH REASONABLE CONDUCT GUIDELINES AND CITY POLICIES AND PROCEDURES. A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST MAY NOT SUBMIT A BID OR TRANSACT BUSINESS WITH THE CITY IN EXCESS OF CATEGORY TWO FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST. IN COMPLIANCE WITH 8 U.S.C. SECTION 1324A(E) [SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (INA)], THE CITY WILL NOT INTENTIONALLY MAKE AN AWARD OR UPON DISCOVERY OF A VIOLATION WILL UNILATERALLY CANCEL THIS WO WITH ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS.
- IF THIS WO INVOLVES THE VENDOR'S PERFORMANCE ON THE CITY'S PREMISES OR AT ANY PLACE WHERE THE CITY CONDUCTS OPERATIONS, THE VENDOR SHALL REQUEST INFORMATION FROM THE PURCHASING MANAGER REGARDING INSURANCE COVERAGE REQUIREMENTS. NONCOMPLIANCE WITH THIS ITEM SHALL PLACE THE VENDOR IN DEFAULT AND SUBJECT TO DISBARMENT FROM THE

CITY'S VENDOR LIST.

- THE FAILURE OF THE CITY TO ENFORCE ANY PROVISION OF THIS WO, EXERCISE ANY RIGHT OR PRIVILEGE GRANTED TO THE CITY HEREUNDER SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY SUCH PROVISION OR RIGHT AND THE SAME SHALL CONTINUE IN FORCE.

EXHIBIT D  
ADA FORM

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Alliant Engineering, Inc.  
Signature: C. Wicklund  
Printed Name: Clark Wicklund  
Title: Vice President  
Date: 4/23/10

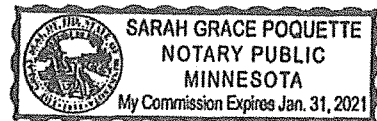
Affix Corporate Seal

STATE OF )  
) ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 23rd of April day  
of 2010,  
by Clark Wicklund  
of \_\_\_\_\_  
firm), on behalf of the firm.  
identification. He/She is personally known to me or has produced \_\_\_\_\_

Sarah Poquette  
Print name Sarah Poquette  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 1/31/21



**EXHIBIT E**  
**SCHEDULE OF RATES**

<b>Billing Class</b>	<b>Rate</b>
Principal in Charge	\$200.00 / hour
Project Manager	\$170.00 / hour
Senior Design Engineer	\$150.00 / hour
Design Engineer	\$125.00 / hour
Senior Technician	\$90.00 / hour
EIT	\$80.00 / hour
Technician	\$75.00 / hour
Administrative	\$45.00 / hour

**EXHIBIT F**  
**BUSINESS TAX RECEIPT**

CERTIFICATIONS AND LICENSURE

*State of Florida  
Department of State*

I certify from the records of this office that ALLIANT ENGINEERING, INCORPORATED is a Minnesota corporation authorized to transact business in the State of Florida, qualified on March 10, 2011.

The document number of this corporation is F1100001096.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 19, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fourth day of April,  
2018*



*Ken Rejzner*  
Secretary of State

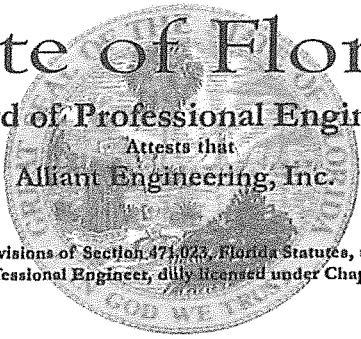
Tracking Number: CU4163138393

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.smbiz.org/Flings/CertificateOfStatus/CertificateAuthentication>



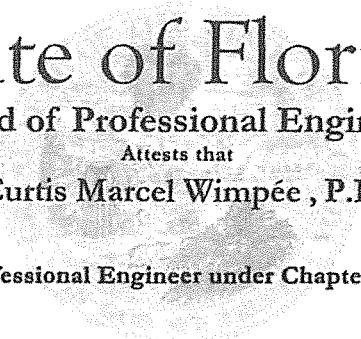
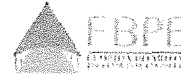
**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Alliant Engineering, Inc.**




Is authorized under the provisions of Section 471.043, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.  
 Expiration: 2/28/2019  
 Audit No: 228201900110 R

CA Lic. No:  
29471

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Curtis Marcel Wimpée , P.E.**

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201927263 R

P.E. Lic. No:  
79764

MINNESOTA STATE BOARD OF ARCHITECTURE, ENGINEERING,  
 LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
 AND INTERIOR DESIGN  
 THIS IS TO CERTIFY THAT

Minnesota State Board of Architecture, Engineering,  
 Land Surveying, Landscape Architecture,  
 Geoscience and Interior Design  
 This is to certify that

**Clark John Wicklund**

**Clark John Wicklund**

is a licensed

**Professional Engineer**

**Professional Engineer**

40922	01/10/2017	06/30/2018
License Number	Effective Date	Expiration Date

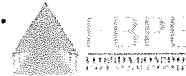
License Number	Effective Date	Expiration Date
40922	01/10/2017	06/30/2018

# State of Florida

## Board of Professional Engineers

Attests that

**Marcus Charles DePasquale, P.E.**



**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

Expiration: 2/28/2019

Audit No: 228201917003 R

P.E. Lic. No:

60455

Minnesota State Board of Architecture, Engineering,  
Land Surveying, Landscape Architecture,  
Geoscience and Interior Design  
This is to certify that

**David J Nash**

is a licensed

**Professional Engineer**

21836	06/02/2016	06/30/2018
License Number	Effective Date	Expiration Date

ISSUED TO: David J Nash  
4610 Bluebell Trail N  
Medina, MN 55340

License Number	Expires
21836	06/30/2018

MINNESOTA STATE BOARD OF ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
AND INTERIOR DESIGN  
THIS IS TO CERTIFY THAT

**David J Nash**

is a licensed

**Professional Engineer**

License Number	Effective Date	Expiration Date
21836	06/02/2016	06/30/2018



## City of Bunnell, Florida

### Agenda Item No. C.11.

Document Date: 5/5/2023 Amount:  
Department: Infrastructure Account #:  
Subject: Request approval to extend the agreement with CPH, Inc. for Continuing Engineering Services  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
Extension Agreement	Contract
Original Utility Engineering Services Agreement	Contract

#### **Summary/Highlights:**

Staff is seeking approval to extend the agreement with CPH for continuing utility engineering services for an additional two (2) month period or until a new agreement is executed, whichever comes first.

#### **Background:**

Request for Qualifications number RFQ-01-0-2018 for Professional Utility Engineering Services was issued to provide for the selection of firms to provide continuing services contracts for Utility Engineering services. Commission approved the Finance Director to enter contract negotiations with CPH, Inc. in accordance with Florida Statutes section 287.055 (Consultants Competitive Negotiations Act).

The contract with CPH was approved at the June 11, 2018, Commission meeting for a term of three (3) years with the option to renew annually for two (2) additional years. The first renewal was approved on May 24, 2021, the second renewal was approved on May 23, 2022.

Staff has published Request for Qualifications (RFQ) No. 2023-02 for continuing Infrastructure Engineering Services with an opening date of May 16, 2023. The Selection Committee will then need to review and rank the qualifications received and recommend their selections to the Commission for approval to go into negotiations. The existing agreement will expire June 11, 2023, prior to the completion of negotiations. Therefore, Staff is requesting an extension through August 10, 2023, to complete the process and execute a new agreement.

**Staff Recommendation:**

Approval to extend the agreement with CPH, Inc. for Continuing Engineering Services for an additional two months through August 10, 2023 or until a new agreement is executed, whichever comes first.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

**AGREEMENT FOR EXTENSION  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR EXTENSION OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June 2023, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and CPH Consulting, LLC., a Delaware corporation registered to do business as CPH, LLC in Florida (hereinafter “CONTRACTOR”).

**WITNESSETH**

**WHEREAS**, the CITY is a Florida municipality, having a responsibility to provide certain services to benefit the citizens of the City of Bunnell; and

**WHEREAS**, the CITY and CONTRACTOR entered into an Independent Contractor’s Agreement dated June 11, 2018, (hereinafter the “2018 Agreement”); and

**WHEREAS**, the CONTRACTOR has provided services under the Agreement, in a manner satisfactory to the CITY; and

**WHEREAS**, the 2018 Agreement provided for a three (3) year Term commencing June 11, 2018, and provided for two (2) additional one (1) year terms, upon written agreement by the parties, and the Parties are desirous of extending the 2018 Agreement for an additional two (2) month term; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**NOW THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Extension.** The 2018 Agreement is hereby extended for an additional two (2) month term, through August 10, 2023, or until a new agreement is executed, whichever comes first.

3. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2018 Agreement dated June 11, 2018, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Extension Agreement on the day and date first written above.

Patricia Hunt  
Witness  
Print Name: Patricia Hunt

Cindy Valentin  
Witness  
Print Name: Cindy Valentin

**Contractor: CPH Consulting, LLC**

Peter-John F. Sutch  
Signature  
Print Name: Peter-John F. Sutch  
Title: President/CEO  
Date Signed by Contractor: 5/5/2023

**CITY OF BUNNEL**

Catherine D. Robinson, Mayor  
Date: May 22, 2023

Approved as to Legal Form

Vose Law Firm, City Attorney

SEAL:

ATTEST:

Kristen Bates, City Clerk

**CITY OF BUNNELL CONTRACT WITH CPH, Inc. FOR UTILITY ENGINEERING  
SERVICES RFQ-01-0-2018**

This contract made and entered into the 11<sup>th</sup> day of June, 2018 by and between the:

**CITY OF BUNNELL, FLORIDA  
201 WEST MOODY BLVD.,  
BUNNELL, FLORIDA 32110**

A municipal corporation of the STATE of Florida, holding tax exempt status, hereinafter referred to as the  
“City,” and:

CPH, INC.  
520 PALM COAST PARKWAY, SW  
SUITE 200  
PALM COAST, FL 32137

A corporation, authorized to do business in the State of Florida, hereinafter referred to as the  
“contractor”. The City and the contractor are collectively referred to herein as the “parties”.

**WITNESSETH:**

**WHEREAS**, the City desires to retain the contractor for the work identified in the request for qualification and description of services outlined in Exhibit A; and

**WHEREAS**, the City desires to employ the contractor for the performance to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the contractor is desirous of performing and providing such services upon said terms and conditions; and

**WHEREAS**, the contractor hereby warrants and represents to the City that it is competent and otherwise able to provide professional and high-quality services to the City; and

**WHEREAS**, all submissions submitted by the contractor in the qualifications submitted to the City are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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## **Section 1 - DEFINITIONS.**

**AD VALOREM** - in proportion to the estimated value of the goods taxed.

**CONTRACT** – this document and all subsequent work orders between the City and contractor. Each exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this contract.

**BILLING PERIOD** – the period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final billing period.

**BONA FIDE** - made or carried out in good faith; sincere.

**CITY** – the CITY of Bunnell, a municipal corporation of the State of Florida holding tax exempt status.

**CONTRACTOR** - to include all principals of the contractor including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for contractor to perform its obligations hereunder.

**DESCRIPTION OF SERVICES** - shall be written in paragraph form reasonably describing those services the CITY can expect the contractor to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the contractor, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the City.

**DESIGNATED REPRESENTATIVE** – a person who administers, reviews, and coordinates the provision of services. This definition applies equally to the City and to the contractor.

**FORCE MAJEURE** - force majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of god or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this contract is beyond the control and without the fault or negligence of the party seeking relief under this contract.

**LAW** - said phrase shall include Statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

**PARI MATERIA** – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract.

**SUBMITTALS** – any item required by this contract that the contractor must provide the City either for inclusion as part of this contract or not.

**TYPE OF SERVICE** – utility engineering services

**WORK ORDER** - a detailed description of quantities, services, and a completion schedule provided issued by the City on its approved form which, on occasion, may contain documents published on

contractor letterhead describing all work associated with the service to be provided by the contractor to the City for an agreed price referencing this contract by title and date.

## **Section 2 - CAPTIONS.**

The Section headings and captions of this contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this contract or any part thereof, or in any way affect this contract or construe any provision of this contract.

## **Section 3 - EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.**

(A) This contract, together with the exhibits, constitutes the entire integrated contract between the City and the contractor and supersedes all prior written or oral understandings in connection therewith. This contract, and all the terms and provisions contained herein, including without limitation the exhibits attached, constitute the full and complete contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and Statements, whether written or oral.

(B) This contract may only be amended, supplemented, or modified by a formal written amendment.

(C) Any alterations, amendments, deletions, or waivers of the provisions of this contract shall be valid only when expressed in writing and duly signed by the parties.

(D) The exhibits made part of this contract are as follows:

- Exhibit A – Description of services
- Exhibit B – Certificate of Liability insurance
- Exhibit C – Draft City work order
- Exhibit D – ADA form
- Exhibit E – Price schedule
- Exhibit F – Business tax receipt – (City of Bunnell)
- Exhibit G – Current capital improvement program

## **Section 4 - NO GENERAL CITY OBLIGATION.**

(A) In no event shall any obligation of the City under this contract be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(B) The contractor shall not have the right to compel the exercise of the ad valorem taxing power of the City.

## **Section 5 - CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.**

(A) Execution of this contract by the contractor is a representation that the contractor is familiar with local conditions and with the services to be performed. The contractor shall make no claim for additional time or money based upon its failure to comply with this contract. The contractor has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this contract and to be identified in the work orders, and that it is well acquainted with the components that are properly and customarily included within such

projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over City projects. Execution of a work order shall be an affirmative and irrefutable representation by the contractor to the City that the contractor is fully familiar with any and all requisite work conditions of the provisions of the services.

(B) The recitals herein are true and correct and form and constitute a material part of this contract upon which the parties have relied.

(C) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the contractor (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The contractor is to be and shall remain forever an independent contractor with respect to all services performed under this contract.

(D) Persons employed by the contractor in the provision and performance of the services and functions pursuant to this contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

#### **Section 6 - GENERAL PROVISIONS.**

(A) Each party hereto represents to the other that it has undertaken all necessary actions to execute this contract, and that it has the legal authority to enter into this contract, and to undertake all obligations imposed on it. The person(s) executing this contract for the contractor certifies/certify that he/she/they is/are authorized to bind the contractor fully to the terms of this contract.

(B) This contract is for **utility engineering services** needed for the City's operations as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.

(C) The contractor acknowledges that the City may retain other contractors to provide the same types of services for City projects. The City reserves the right to select which contractor shall provide services for City projects.

(D) The contractor acknowledges that the City has retained other contractors and the coordination between said contractors and the contractor may be necessary from time to time for the successful completion of each work order. The contractor agrees to provide such coordination as necessary within the scope of services as contained in SECTION 12 - Description of services.

(E) The contractor agrees to provide and ensure coordination between goods / services providers.

(F) Time is of the essence of the lawful performance of the duties and obligations contained in this contract to include, but not be limited to, each work order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this contract and each work order.

(G) Contractor shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this contract to ensure acceptable and timely completion of each work order.

(H) Requirements for signing and sealing plans, reports, and documents prepared by the contractor shall be governed by the laws and regulations of Flagler county and State regulatory agencies.

(I) The contractor hereby guarantees the City that all material, supplies, services, and equipment as listed on a purchase order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(J) No claim for services furnished by the contractor not specifically provided for herein shall be honored by the City.

**Section 7: CODES AND DESIGN STANDARDS.**

(A) All the services to be provided or performed by the contractor shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any federal, State, or local regulatory agencies.

(B) The contractor shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this contract.

**Section 8: SUBCONTRACTORS.**

(A) Any contractor proposed subcontractor shall be submitted to the City for written approval prior to the contractor entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(B) The contractor shall coordinate the provision of services and work product of any City approved subcontractor and remain fully responsible for such services and work under the terms of this contract.

(C) Any subcontract shall be in writing and shall incorporate this contract and require the subcontractors to assume performance of the contractor duties commensurately with the contractor's duties to the City under this contract, it being understood that nothing herein shall in any way relieve the contractor from any of its duties under this contract. The contractor shall provide the City with executed copies of all subcontracts.

**Section 9: ASSIGNABILITY.**

The contractor shall not sublet, assign, or transfer any interest in this contract, or claims for the money due or to become due out of this contract to a bank, trust company, or other financial institution without written City approval. When approved by the City, written notice of such assignment or transfer shall be furnished promptly to the City.

**Section 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.**

(A) The contractor shall commence the provision of services as described in this contract immediately upon execution of this contract.

(B) The contractor and the City agree to make every effort to adhere to the schedules established for the various work orders as described in each work order; however, if the contractor is delayed at any time in the provision of services by any act or omission of the City, or of any employee of the City, or by any other contractor employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the contractor and beyond the contractor's control which

would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

#### **Section 11: LENGTH OF CONTRACT.**

- (A) The term of this contract is for a three (3) year period commencing on the date of full execution of this contract by the parties.
- (B) The contractor services shall begin upon written notification to proceed by the City.
- (C) Contractor services shall be on a work order basis and may include matters such as serving as an expert witness.
- (D) Subsequent to the conclusion of the initial three (3) year term, this contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the City wish to not have this contract renewed for any year, the City shall provide written notice to the contractor ninety (90) days prior to the ending date.

#### **Section 12: DESCRIPTION OF SERVICES.**

- (A) The contractor shall provide **utility engineering services**. The description of services is further and more specifically outlined in exhibit a.
- (B) The contractor shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered work order. Unless modified in writing by the parties hereto, the duties of the contractor shall not be construed to exceed the provision of the services pertaining to this contract.
- (C) The City and contractor agree that there may be certain additional services required to be performed by the contractor during the performance of the work orders that cannot be defined sufficiently at the time of execution of this contract. Such services shall be authorized in writing as a change order in accordance with Section 21. The work orders may contain additional instructions or provide specifications upon certain aspects of this contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

#### **Section 13: CONTRACTOR RESPONSIBILITIES.**

- (A) The contractor shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the contractor under this contract as well as the conduct of its staff, personnel, employees, and agents. The contractor shall work closely with the City on all aspects of the provision of the services. With respect to services, the contractor shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(B) The contractor shall furnish a contractor designated representative to administer, review, and coordinate the provision of services under this contract and each work order.

(C) Neither City review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this contract. The contractor shall be and shall remain liable to the City in accordance with applicable law for all damages to the City caused by the contractor's negligent or improper performance or failure to perform any of the services furnished under this contract.

(D) The rights and remedies of the contractor, provided for under this contract, are in addition to any other rights and remedies provided by law.

(E) In the event the contractor fails to comply with the terms and conditions of this contract, the City shall notify the contractor's designated representative in writing so that the contractor may take remedial action.

(F) Time is of the essence in the performance of all services provided by the contractor under the terms of this contract and each and every work order.

(G) Contractor shall not hire/employ any independent contractors during the term of this contract without the express written approval of the City.

#### **Section 14: CITY RIGHTS AND RESPONSIBILITIES.**

(A) The City shall reasonably cooperate with the contractor in a timely fashion at no cost to the contractor as set forth in this Section.

(B) The City shall furnish a City designated representative to administer, review, and coordinate the provision of services under each work order.

(C) The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the contractor. The availability and necessity of said personnel to assist the contractor shall be determined solely at the discretion of the City.

(D) The City shall furnish the contractor with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the City's files that is necessary or useful to the contractor for the performance of the work. All such documents conveyed by the City shall be, and remain the property of, the City and shall be returned to the City upon completion of the work to be performed by the contractor.

(E) The City shall examine all contractor reports, sketches, drawing, estimates, qualifications, and other documents presented to the City and indicate the City's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the contractor.

(F) The City shall provide access to and make provisions for the contractor to enter upon public and private lands as required for the contractor within a reasonable time to perform work as necessary to complete the work order.

(G) The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this contract.

(H) The City shall give written notice to the contractor whenever the City designated representative knows of a development that affects the services provided and performed under this contract, timing of the contractor's provision of services, or a defect or change necessary in the services of the contractor.

(I) The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this contract.

(J) The City shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this contract or the responsibilities of the contractor in carrying out the duties and responsibilities deriving from this contract.

(K) The failure of the City to insist in any instance upon the strict performance of any provision of this contract, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(L) Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this contract nor or any cause of action arising out of the performance of this contract and the contractor shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the contractor's negligent or wrongful provision or performance of any of the services furnished under this contract.

(M) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the consultant's services or have been created during the course of the contractor's performance under this contract shall become the property of the City after final payment is made to the contractor.

(N) In the event the City fails to comply with the terms and conditions of this contract, the contractor shall notify the City's designated representative in writing so that the City may take remedial action.

#### **Section 15: WAIVER.**

The failure of the City to insist in any instance upon the strict performance of any provision of this contract, or to exercise any right or privilege granted to the City hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

#### **Section 16: FORCE MAJEURE.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure.

#### **Section 17: STANDARDS OF CONDUCT.**

(A) The contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that the contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other

than a bona fide employee working solely for the contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this contract.

(B) If the City determines that any employee or representative of the contractor is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this contract, the City shall so notify the contractor, in writing. The contractor shall immediately remove such employee or representative of the contractor from such assignment.

(C) The contractor hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the contractor, or any interest in property that the contractor may have. The contractor further certifies that any conflict of interest that arises during the term of this contract shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this contract.

(D) The contractor shall not engage in any action that would create a conflict of interest for any City employee or other person during the course of performance of, or otherwise related to, this contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to Ethics in Government.

(E) The City shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274a(e) of the Immigration and Nationality Act (INA). The City shall consider the employment by the contractor of unauthorized aliens, a violation of Section 274a (e) of the INA. Such violation by the contractor of the employment provisions contained in Section 274a (e) of the INA shall be grounds for immediate termination of this contract by the City.

(F) The contractor shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(G) The contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(H) If the contractor or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The contractor shall certify, upon request by the City that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(I) If the contractor or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the City. The contractor shall certify, upon request by the City, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(J) The contractor shall certify, upon request by the City, that the contractor maintains a Drug Free Workplace Policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(K) The contractor agrees to comply with federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The contractor agrees that any



program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(L) If applicable, in accordance with Section 216.347, Florida Statutes, the contractor shall not use funds provided by this contract for the purpose of lobbying the legislature, the judicial branch, or State agency.

(M) The contractor shall not publish any documents or release information regarding this contract to the media without prior approval of the City.

(N) The contractor shall ensure that all services are provided to the City after the contractor has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(O) The contractor shall ensure that all taxes due from the contractor are paid in a timely and complete manner including, but not limited to, occupational license tax.

#### **Section 18: NOTICES.**

(A) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered united States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(B) For the present, the parties designate the following as the representative places for giving of notice, to- wit:

(1) For the City: Finance Director  
City of Bunnell  
201 West Moody Blvd.,  
Bunnell, Florida 32110

(2) For the contractor: David A. Gierach, President  
CPH, Inc.  
500 West Fulton Street  
Sanford, FL 32771

(C) Written notice requirements of this contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The contractor agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the contractor to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the contract.

#### **Section 19: DESIGNATED REPRESENTATIVES.**

(A) The City Manager, or his designated representative, represents the City in all matters pertaining to and arising from the work and the performance of this contract.

(B) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the contractor;

(2) Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this contract;

(3) Giving prompt written notice to the contractor whenever the City knows of a defect or change necessary in the project; and

(C) Until further written notice, the City's designated representative for this

contract is:

Finance Director

City of Bunnell

201 West Moody Blvd.

Bunnell, Florida 32110

Telephone number: (386) 437-7500

(D) Prior to start of any work under this contract, the contractor shall submit to the City detailed resumes of key professional personnel that will be involved in performing services described in the work. The City hereby acknowledges its acceptance of such personnel to perform services under this contract. At any time, hereafter, that the contractor desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to the City for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with City personnel.

(E) Until further written notice, the contractor's designated representative for this contract is:

Yinhui Xu, PH.D., P.E.

CPH, Inc.

520 Palm Coast Parkway, SW

Suite 200

Palm Coast, FL 32137

## **Section 20: WORK ORDERS.**

(A) The provision of services to be performed under this contract may commence immediately upon the execution of this contract or a work order as directed and determined by the City. Services to be provided by the contractor to the City shall be negotiated between the contractor and the City. Each work order shall reference this contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on contractor letterhead. Services described in said work order will commence upon the issuance of a City notice-to-proceed.

(B) If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The contractor shall perform all services required by the work order but in no event shall the contractor be paid more than the negotiated fixed fee amount Stated therein.

(C) The contractor and the City agree to make every effort to adhere to the schedule established for the various work orders described in the work order.

(D) If the services are not clearly defined, the work order may be issued on a "time basis method"

and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the contractor shall perform all work required by the work order; but in no event shall the contractor be paid more than the not-to-exceed amount specified in the applicable work order.

(E) For work orders issued on a "fixed fee basis," the contractor may invoice the amount due based on the percentage of total work order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services actually completed.

(F) For work orders issued on a "time basis method" with a not-to-exceed amount, the contractor may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services actually completed.

(G) Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the City determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the City may, at its sole and absolute discretion, release the retainage or any portion thereof.

(H) For work orders issued on a "time basis method" with a limitation of funds amount, the contractor may invoice the amount due for services actually performed and completed. The City shall pay the contractor one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.

#### **Section 21: CHANGE ORDERS.**

(A) The City may revise the description of services set forth in any work order.

(B) Revisions to any work order shall be authorized in writing by the City as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this contract and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this contract. A contract between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the contractor schedule.

(C) If instructed by the City, the contractor shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the contractor, the contractor may be entitled to additional compensation. The contractor must submit for City approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

#### **Section 22: COMPENSATION.**

(A) Compensation to the contractor for the services performed on each work order shall be as set forth the work order/change order.

(B) The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.

(C) Work performed by the contractor without written approval by the City's designated representative shall not be compensated. Any work performed by the contractor without approval by the City is performed at the contractor's own election.

(D) In the event the City fails to provide compensation under the terms and conditions of this contract, the contractor shall notify the City's designated representative in order that the City may take remedial action.

(F) Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The contractor agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this contract, the City agrees, upon written request from the contractor, to consider a reasonable adjustment to the prices set forth in this contract based upon the following index: engineering news record, construction cost index, etc.. Any claim by the contractor for a price increase, as provided above, shall State, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the City. Only one (1) such request from the contractor will be considered in each calendar year period. The decision of the City shall be final and non-appealable.

(G) Expiration of the term of this contract shall have no effect upon purchase orders/work orders issued pursuant to this contract and prior to the expiration date.

### **Section 23: INVOICE PROCESS.**

(A) Payments shall be made by the City to the contractor when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The contractor shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the contractor, work order number, contract number and all other information required by this contract.

(B) Invoices which are in an acceptable form to the City and without disputable items will be processed for payment within thirty days of receipt by the City.

(C) The contractor will be notified of any disputable items contained in invoices submitted by the contractor within fifteen days of receipt by the City with an explanation of the deficiencies.

(D) The City and the contractor will make every effort to resolve all disputable items contained in the contractor's invoices.

(E) Each invoice shall reference this contract, the appropriate work order and change order, if applicable, and the billing period.

(F) The Florida Prompt Payment Act shall apply when applicable.

(G) Invoices are to be forwarded directly to:

Accounts Payable  
PO Box 756

**Section 24: TERMINATION OF CONTRACT.**

(A) The City may terminate this contract or any work order for convenience at any time for one or more of the reasons as follows:

(1) If, in the City's opinion, adequate progress under a work order is not being made by the contractor; or

(2) If, in the City's opinion, the quality of the services provided by the contractor is/are not in conformance with commonly accepted professional standards, standards of the City, the requirements of federal or State regulatory agencies, and the contractor has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3) The contractor or any employee or agent of the contractor is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the contractor; or

(4) The contractor becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The contractor violates the standards of conduct provisions herein or any provision of State or local law or any provision of the City code of conduct.

(B) In the event of any of the causes described in this Section, the City's designated representative may send a certified letter requesting that the contractor show cause why the contract or any work order should not be terminated. If assurance satisfactory to the City of corrective measures to be made within a reasonable time is not given to the City within fourteen calendar days of the receipt of the letter, the City may consider the contractor to be in default, and may immediately terminate this contract or any work order in progress under this contract.

(C) In the event that this contract or a work order is terminated for cause and it is later determined that the cause does not exist, then this contract or the work order shall be deemed terminated for convenience by the City and the City shall have the right to so terminate this contract without any recourse by the contractor.

**Section 25: TERMINATION BY CONTRACTOR FOR CAUSE.**

(A) The contractor may terminate this contract if:

(1) The City materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The City fails to pay the contractor in accordance with this contract.

(B) In the event of either of the causes described in subSection (a), the contractor shall send a certified letter requesting that the City show cause why the contract should not be terminated. If adequate assurances are not given to the contractor within fourteen calendar days of the receipt of said show cause notice, the contractor may consider the City to be in default, and may immediately terminate this contract.

**Section 26: TERMINATION BY THE CITY WITHOUT CAUSE.**

(A) Notwithstanding any other provision of this contract, the City shall have the right at any time to terminate this contract in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the City to be in the public interest, provided that thirty calendar days prior written notice is given to the contractor of the City's intent to terminate.

(B) In the event that this contract is terminated, the City shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this contract.

(C) This contract will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.

**Section 27: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this contract or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the contractor to the date of termination shall be paid to the contractor.

**Section 28: ACTION FOLLOWING TERMINATION.**

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

**Section 29: SUSPENSION.**

(A) The performance or provision of the contractor services under any work order under this contract may be suspended by the City at any time.

(B) In the event the City suspends the performance or provision of the contractor's services hereunder, the City shall so notify the contractor in writing, such suspension becoming effective upon the date stated in the notice. The City shall pay to the contractor within thirty days all compensation which has become due to and payable to the contractor to the effective date of such suspension. The City shall thereafter have no further obligation for payment to the contractor for the suspended provision of services unless and until the City's designated representative notifies the contractor in writing that the provision of the services of the contractor called for hereunder are to be resumed by the contractor.

(C) Upon receipt of written notice from the City that the contractor's provision of services hereunder are to be resumed, the contractor shall continue to provide the services to the City.

**Section 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(A) In the event of a dispute related to any performance or payment obligation arising under this contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

(B) The contractor agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the contractor had knowledge and failed to present during the City procedures.

(C) In the event that City procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**Section 31: SEVERABILITY.**

(A) If any term, provision or condition contained in this contract shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(B) All provisions of this contract shall be read and applied in pari materia. With all other provisions hereof.

(C) Violation of this contract by the contractor is recognized by the parties to constitute irreparable harm to the City.

**Section 32: CONTROLLING LAWS/VENUE / INTERPRETATION.**

(A) This contract is to be governed by the laws of the State of Florida.

(B) Venue for any legal proceeding related to this contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(C) This contract is the result of bona fide arm's length negotiations between the City and the contractor and all parties have contributed substantially and materially to the preparation of the contract. Accordingly, this contract shall not be construed or interpreted more strictly against any one party than against any other party.

**Section 33: INDEMNITY.**

(A) Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractor and other persons employed by the contractor in the performance of the contract.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.

(C) In claims against any person or entity indemnified under this Section by an employee of the contractor or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the contractor or its agents or subcontractors, under workers compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this contract by the contractor shall obligate the contractor to comply with the indemnification provision in this contract; however, the contractor must also comply with the provisions

of this contract relating to insurance coverage's.

**Section 34: INSURANCE.**

(A) The contractor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1) Workers Compensation/Employer Liability: the contractor shall provide Worker Compensation Insurance for all employees engaged in the work under this contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 each accident  
\$500,000 disease each employee  
\$500,000 disease (policy limit)

(2) Comprehensive General Liability: the contractor shall provide coverage for all operations including, but not limited to, contractual, independent contractor, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence  
\$2,000,000 general aggregate

(3) Comprehensive Business Automobile Liability: the contractor shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non- owned, leased or hired vehicles.

(4) Professional Liability: the contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the contractor.

(5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City which may, thereupon, required additional insurance coverage's.

(B) All insurance other than workers compensation and professional liability that must be maintained by the contractor shall specifically include the City as an additional insured. All insurance minimum coverages extend to any subcontractor, and the contractor shall be responsible for all subcontractors.

(C) The contractor shall provide certificates of insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first work order under this contract. These certificates of insurance shall become part of this contract. Neither approval by the City nor failure to disapprove the insurance furnished by a contractor shall relieve the contractor of the contractor's full responsibility for performance of any obligation including the contractor's indemnification of the City under this contract. If, during the period which an insurance company is providing the insurance coverage required by this contract, an insurance company shall: (1) lose its certificate of authority, (2) no



longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the contractor shall, as soon as the contractor has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this contract. Until such time as the contractor has replaced the unacceptable insurer with an insurer acceptable to the City, the contractor shall be deemed to be in default of this contract.

(D) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new certificate of insurance.

(h) The contractor shall provide certificate of insurance directly to the City's designated representative. The certificates shall clearly indicate that the contractor has obtained insurance of the type, amount, and classification required by this contract.

(F) Nothing in this contract or any action relating to this contract shall be construed as the City waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(G) The City shall not be obligated or liable under the terms of this contract to any party other than the contractor. There are no third-party beneficiaries to this contract.

(H) The contractor is an independent contractor and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this contract.

(I) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

### **Section 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.**

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The contractor, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all requirements of federal or State law related thereto.

### **Section 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

(A) The contractor shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(B) The contractor shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this contract and date of final payment for said services, or date of termination of this contract.

(C) The City reserves the right to unilaterally terminate this contract if the contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the contractor in conjunction, in

any way, with this contract.

(D) The City may perform, or cause to have performed, an audit of the records of the contractor before or after final payment to support final payment under any work order issued hereunder. This audit shall be performed at a time mutually agreeable to the contractor and the City subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the contractor may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the contractor. Conduct of this audit shall not delay final payment as required by this Section.

(E) In addition to the above, if federal, State, county, or other entity funds are used for any services under this contract, the comptroller general of the United States or the chief financial officer of the State of Florida, City of Bunnell, or the county of Flagler, or any representative, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to services provided or performed under this contract for purposes of making audit, examination, excerpts, and transcriptions.

(F) In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the contract, the contractor shall refund such overpayment to the City within thirty days of notice by the City of the request for the refund.

(G) The contractor agrees to fully comply with all State laws relating to public records.

(H) The contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(I) Public records compliance. Contractor agrees that, pursuant to Section 119.071(1)(a), Florida Statutes, it shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon

(5) Pursuant to Section 119.0701(2)(a), FLA. Stat., **if the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at: Kristen Bates, 386-263-8808, kbates@BunnellCity.us, PO Box 756, 201 W. Moody Blvd., Bunnell, FL 32110.**

(J) Public records compliance indemnification. Contractor agrees to indemnify and hold the public

agency harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against contractor in Flagler county circuit court on an expedited basis to enforce the requirements of this section.

**Section 37: counterparts.**

This contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**Section 38: submittals.**

The following are items the contractor must submit to the City as stated in this contract:

- 1 Description of services; Section 12.
- 2 Worker compensation insurance for all employees; Section 34, paragraph (a) (1)
- 3 Certificates of liability insurance; Section 34, paragraph (c)
- 4 American with disabilities act; Section 17, paragraph (f)
- 5 Price schedule
- 6 Business tax receipt (if applicable)

This contract describes each item listed above in detail. All provided to the City must be accurate and updated certifying the contractor is proceeding correctly.

**Section 39: EXHIBITS.**

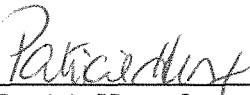
Each exhibit referred to and attached to this contract is an essential part of this contract. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this contract.

In witness whereof, the parties hereto have made and executed this contract on the respective dates under each signature.

*Attest/witness:*

CPH, INC.

\_\_\_\_\_  
Name of Company

By:   
Patricia Hunt, Secretary


By:   
Authorized Corporate Officer  
David A. Gierach, President


Date: 5/29/18

Date: 5/29/18

Attest:

City of Bunnell

By:   
Kristen Bates, City clerk

By:   
Catherine Robinson, Mayor

Date: 6/11/2018

Date: 6/11/2018

## EXHIBIT A DESCRIPTION/SCOPE OF SERVICES

Selected firms shall be prepared to provide all Water Resources, Wastewater, and Water Utilities Engineering services within the Environmental and Sanitary disciplines:

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, and reclaimed water systems planning/design/permitting requirements for engineering design services and storm water treatment design for water resource projects.

Any project contracted for a feasibility, planning, or other study or a schematic or preliminary design shall not include the right to extend the Consultant's scope of services to include full design and construction period services. However, the Consultant will not be prohibited from participating in a separate RFQ process for such services.

Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns Water Management District, Flagler County Health Department and other Florida regulatory agencies.

1. Preliminary Design, Evaluation, and Planning Services to include but not be limited to:

- Investigations, evaluations/analyses, and cost valuations;
- Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- Feasibility studies on proposed projects, including studies of clients' needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site locations studies;
- Evaluation of interconnections with other water utilities, use of reclaimed water, water conservation measures/programs, and similar alternatives to reduce dependence upon fresh groundwater resources;
- Collecting utilities data such as provider, distribution size, availability and location;
- Development of preliminary design reports, including preliminary treatment processes, outline specifications, preliminary cost estimates, etc. and
- Schematics to design development for site layouts, ancillary buildings, and roadway/storm water design;
- Evaluation of the technical, environmental, and economic feasibility of regional and local water resources alternatives as may be identified;
- Perform reviews of reports, financial data, and similar work products for alternative water supply projects prepared by others;
- Any other preliminary engineering related to the assigned tasks including public meeting support.

2. Detailed Design Services to Meet Applicable Regulatory Agencies Construction Permitting Requirements to include but not be limited to:

- Furnishing expertise, labor and resources in preparing complete construction permitting packages and applications, resolving detailed problems, selecting equipment and developing technical specifications;
- Coordinating engineers, sub-consultants, and/or other design services groups;
- Preparing detailed calculations, permissible design drawings, reports, and specifications;
- Preparing or collaborating with others responsible for preparing estimates of the cost of the work;
- Design of water distribution mains, sanitary sewer collection and transmission mains, and pumping stations;
- Design of new water supply wells, treatment and storage facilities and/or improvements to existing facilities;
- Design of reclaimed water storage, pumping, and distribution mains and associated improvements;
- Providing prompt assistance and advice to the City to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
- Prepare complete regulatory permit applications, track submittal status, and respond to requests for

additional information;

- Attend meetings with regulatory agency staff and coordinate with City;
- Present/provide public meeting support.

3. Final Design Services for preparation of construction plans, technical specifications, and related bid documents to include but not be limited to:

- Preparation of complete construction plans and technical specifications suitable for bidding purposes for assigned projects;
- Assist in the assemblage of bid packages, contract documents, and coordination with City Purchasing and Public Works;
- Participate in the bidding process, evaluation of bids, and recommendation of award;
- Review and approve/disapprove shop drawings and other technical submittals from contractor;
- Provide CEI services during construction and attend progress meetings;
- Preparation of as-built plans and submission of certifications of construction to appropriate regulatory agencies;
- Attendance at public meetings as may be requested.

4. Length of Contract: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.

5. The Consultant agrees to utilize the E-Verify system in screening employees hired during the time of the contract. Except as otherwise provided in this Agreement, no charge for work or materials shall be allowed or approved by the City.

6. Changes to Scope of Work: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided under Section 17.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: JCJ Insurance Agency, 2208 Hillcrest Street, Orlando, FL 32803, Mark E. Jackson. CONTACT NAME: Kristin McIntosh, PHONE: 321-445-1117, FAX: 321-445-1076, E-MAIL ADDRESS: certs@jcj-insurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Continental Casualty Company (20443), INSURER B: Valley Forge Insurance Company (20508), INSURER C: Transportation Insurance (20494), INSURER D: RLI Insurance Company (13056).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER: BUNN201, City of Bunnell, 201 West Moody Blvd., Bunnell, FL 32110. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mark E. Jackson.

# EXHIBIT B CERTIFICATE OF LIABILITY



CPHEN-1

QP ID: SI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2018

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

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

<b>PRODUCER</b> JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson	<b>CONTACT</b> Kristin McIntosh PHONE (A/C No., Ext.) 321-445-1117      FAX (A/C No.) 321-445-1076 EMAIL cmts@cj-insurance.com ADDRESS:																					
<b>INSURED</b> CPH, Inc. 500 West Fulton Street Sanford, FL 32771	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td style="width: 70%;">INSURER A: Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td></td> <td>20508</td> </tr> <tr> <td>INSURER C: Transportation Insurance</td> <td></td> <td>20494</td> </tr> <tr> <td>INSURER D: RLI Insurance Company</td> <td></td> <td>13056</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Casualty Company		20443	INSURER B: Valley Forge Insurance Company		20508	INSURER C: Transportation Insurance		20494	INSURER D: RLI Insurance Company		13056	INSURER E:			INSURER F:		
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INSURER F:																						

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

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

INSTR. LTR.	TYPE OF INSURANCE	ACORD BURR (IND. VEH.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER OCCUR <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER POLICY OTHER:		C5099618199	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AUTO LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP FOR AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOMOBILE ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C5099618204	04/01/2018	04/01/2019	COVERED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Ded <input checked="" type="checkbox"/> RETENTION \$ 10,000		C5099618218	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/EMERGENCY (Mandatory in NH) If yes, check the applicable description of operations below:	Y/N N/A	PSW0002907	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER FL EACH ACCIDENT \$ 1,000,000 FL DISEASE - EA EMPLOYEE \$ 1,000,000 FL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Lib Claims-Made Form		RDP0031831	04/01/2018	04/01/2019	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

<b>CERTIFICATE HOLDER</b>  FORPROP  For Proposal Purposes	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--





**EXHIBIT C  
WORK ORDER FORM**  
**WORK ORDER-SERVICES #:**  
**Encumbrance PO #:**

<b>Vendor Name:</b>	<b>Date:</b>
<b>Address:</b>	<b>Bid #:</b>
<b>City, State &amp; Zip:</b>	<b>Project:</b>
	<b>Council Approval Date:</b>

**BUDGETED/EXISTING:**

**NEW:**

**CONTINUING SERVICE:**

**MAIL INVOICES IN**

**DUPLICATE TO:**

**CITY OF BUNNELL**

**TOTAL COST: \$\_\_\_\_\_**

**ACCOUNTS**

**PAYABLE**

**P.O. BOX 756**

**BUNNELL, FLORIDA 32110**

**ATTACHMENTS TO THIS WORK ORDER:    METHOD OF COMPENSATION:**

- ( ) DESCRIPTION OF SERVICES    ( ) FIXED FEE BASIS  
 ( ) DRAWINGS/PLANS/SPECIFICATIONS    ( ) NOT TO EXCEED  
 ( ) SPECIAL CONDITIONS    ( )

**UNIT PRICE ( )**

**RATE SCHEDULE**

**TIME FOR COMPLETION: THE OBLIGATION OF THE VENDOR TO PROVIDE SERVICES TO THE CITY SHALL COMMENCE UPON EXECUTION OF THIS WORK ORDER (WO) BY THE PARTIES AND SERVICES SHALL BE COMPLETED BY\_\_\_\_. FAILURE TO MEET THE COMPLETION DATE MAY BE GROUNDS FOR TERMINATION OF THIS WO AND THE UNDERLYING CONTRACT FOR DEFAULT. TIME IS OF THE ESSENCE.**

**WITNESS WHEREOF, THE PARTIES HERETO HAVE  
 MADE AND EXECUTED THIS WORK ORDER ON THIS  
 HEREIN.**

**\_\_\_\_\_ DAY OF\_\_\_\_, 20\_\_, FOR THE PURPOSES  
 STATED**

**(THIS SECTION TO BE COMPLETED BY THE  
 CITY)**

---

ATTEST:

VENDOR

\_\_\_\_\_  
ATTESTING OFFICER

\_\_\_\_\_  
OFFICER WITH CORPORATE SIGNATORY AUTHORITY

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT HEAD  
APPROVED RAP ON

**CITY OF BUNNELL**

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATORY

## WORK ORDERS TERMS AND CONDITIONS

- EXECUTION OF THIS WORK ORDER (WO) BY THE CITY SHALL SERVE AS AUTHORIZATION FOR THE VENDOR TO PROVIDE FOR THE STATED SERVICES AS SET OUT IN THIS WO. IT IS EXPRESSLY UNDERSTOOD BY THE VENDOR THAT THIS WO, UNTIL EXECUTED BY THE CITY, DOES NOT AUTHORIZE THE VENDOR TO PERFORM ANY SERVICES FOR THE CITY.
- THIS WO SHALL TAKE EFFECT ON THE DATE OF ITS EXECUTION BY THE CITY AND EXPIRES UPON FINAL COMPLETION, INSPECTION AND PAYMENT UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE TERMINATION PROVISIONS HEREIN. THE VENDOR SHALL SIGN THIS WO FIRST AND THE CITY SECOND. THIS WO WILL BE FORWARDED TO THE VENDOR UPON EXECUTION BY THE CITY.
- THE VENDOR SHALL PROVIDE SERVICES PURSUANT TO THIS WO, ITS ATTACHMENTS, AND THE UNDERLYING AGREEMENT (AS AMENDED, IF APPLICABLE) WHICH IS INCORPORATED HEREIN BY REFERENCE AS IF IT HAD BEEN SET OUT IN ITS ENTIRETY. IN THE EVENT THAT THE TERMS AND CONDITIONS OF THIS WO ARE INCONSISTENT WITH THE TERMS AND CONDITIONS OF AN UNDERLYING CONTRACT WHICH IS IMPLEMENTED, IN WHOLE OR PART, BY THIS WO; THEN THE TERMS AND CONDITIONS OF THE UNDERLYING CONTRACT SHALL APPLY.
- COMPENSATION IS BASED ON THE METHOD INDICATED ON THE FIRST PAGE OF THIS WO.
- PAYMENTS TO THE VENDOR SHALL BE MADE BY THE CITY IN STRICT ACCORDANCE WITH THE PAYMENT TERMS AND CONDITIONS LISTED BELOW OR IN THE UNDERLYING CONTRACT.
- BY ACCEPTING THIS WO, THE VENDOR ACCEPTS ALL THE TERMS AND CONDITIONS INCLUDED HEREIN.
- THE CITY RESERVES THE RIGHT, WITHOUT LIABILITY OF ANY TYPE, TO CANCEL THIS WO AS TO ANY SERVICES NOT YET PERFORMED OR TENDERED, AND TO PURCHASE SUBSTITUTE SERVICES AND TO CHARGE THE VENDOR FOR ANY LOSS INCURRED.
- THE CITY MAY CANCEL THIS WO, ANY OUTSTANDING SERVICES HEREUNDER, OR RESCHEDULE IN WHOLE OR IN PART, FOR CAUSE OR NO CAUSE, UPON WRITTEN NOTICE TO THE VENDOR SENT AT LEAST FOURTEEN (14) DAYS PRIOR TO THE COMPLETION DATE SPECIFIED. THE CITY MAY CANCEL THIS WO IN WHOLE OR IN PART AT ANY TIME FOR DEFAULT BY WRITTEN NOTICE TO THE VENDOR.
- THE CITY SHALL HAVE NO LIABILITY TO THE VENDOR BEYOND PAYMENT OF ANY BALANCE OWING FOR SERVICES COMPLETED HEREUNDER AND ACCEPTED BY THE CITY PRIOR TO THE VENDOR'S RECEIPT OF THE NOTICE OF TERMINATION.
- PRICES STATED ON THIS WO ARE FIRM, ALL INCLUSIVE AND CONSISTENT WITH APPLICABLE NEGOTIATIONS, BID(S) AND/OR QUOTATIONS. THE CITY IS EXEMPT

FROM THE FLORIDA SALES AND USE TAXES AND WILL FURNISH THE VENDOR WITH PROOF OF TAX EXEMPTION UPON WRITTEN REQUEST.

- THE CITY RESERVES THE RIGHT TO CONDUCT ANY INSPECTION OR INVESTIGATION TO VERIFY COMPLIANCE OF THE SERVICES WITH THE REQUIREMENTS OF THIS PURCHASE AND TO REJECT ANY DELIVERY NOT IN COMPLIANCE AND, IF THE DEFICIENCY IS NOT VISIBLE AT THE TIME OF ACCEPTANCE, TO TAKE AND REQUIRE APPROPRIATE CORRECTIVE ACTION.
- THE VENDOR AGREES TO COMPLY WITH ALL FEDERAL, STATE OF FLORIDA, FLAGLER COUNTY AND CITY LAWS, ORDINANCES, REGULATIONS, AUTHORITY AND CODES AND AUTHORITY HAVING JURISDICTION OVER THE PURCHASE. THIS WO SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. IN ANY ACTION OR PROCEEDING REQUIRED TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, VENUE SHALL BE OF THE SEVENTH JUDICIAL CIRCUIT IN AND FOR FLAGLER COUNTY, FLORIDA.
- THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR PROVISION FOR SERVICES REQUIRED UNDER THIS AGREEMENT, INCLUDING DAMAGE TO PERSONS OR PROPERTY, PROVIDED THAT SAME IS CAUSED IN WHOLE OR PART BY THE ERROR, OMISSION, NEGLIGENT ACT, FAILURE TO ACT, MALFEASANCE, MISFEASANCE, CONDUCT, OR MISCONDUCT OF CONTRACTOR, ITS AGENTS, SERVANTS, OFFICERS, OFFICIALS, EMPLOYEES, OR SUBCONTRACTORS. NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.
- THE VENDOR SHALL NOT ASSIGN THIS WO, ANY RIGHTS UNDER THIS WO OR ANY MONIES DUE OR TO BECOME DUE HEREUNDER, NOR DELEGATE OR SUBCONTRACT ANY OBLIGATIONS OR WORK HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY.
- THE VENDOR SHALL PERFORM THE OBLIGATIONS OF THIS WO AS AN INDEPENDENT CONTRACTOR AND UNDER NO CIRCUMSTANCES SHALL IT BE CONSIDERED AS AGENT OR EMPLOYEE OF THE CITY.
- THE VENDOR ENSURES THAT ITS PERSONNEL SHALL COMPLY WITH REASONABLE CONDUCT GUIDELINES AND CITY POLICIES AND PROCEDURES. A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST MAY NOT SUBMIT A BID OR TRANSACT BUSINESS WITH THE CITY IN EXCESS OF CATEGORY TWO FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST. IN COMPLIANCE WITH 8 U.S.C. SECTION 1324A(E) [SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (INA)], THE CITY WILL NOT INTENTIONALLY MAKE AN AWARD OR UPON DISCOVERY OF A VIOLATION WILL UNILATERALLY CANCEL THIS WO WITH ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS.
- IF THIS WO INVOLVES THE VENDOR'S PERFORMANCE ON THE CITY'S PREMISES OR AT ANY PLACE WHERE THE CITY CONDUCTS OPERATIONS, THE VENDOR

SHALL REQUEST INFORMATION FROM THE PURCHASING MANAGER REGARDING INSURANCE COVERAGE REQUIREMENTS. NONCOMPLIANCE WITH THIS ITEM SHALL PLACE THE VENDOR IN DEFAULT AND SUBJECT TO DISBARMENT FROM THE CITY'S VENDOR LIST.

- THE FAILURE OF THE CITY TO ENFORCE ANY PROVISION OF THIS WO, EXERCISE ANY RIGHT OR PRIVILEGE GRANTED TO THE CITY HEREUNDER SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY SUCH PROVISION OR RIGHT AND THE SAME SHALL CONTINUE IN FORCE.

EXHIBIT D  
ADA FORM

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: CPH, Inc.  
Signature: [Handwritten Signature]  
Printed Name: Yinhui "Lucida" Xu, Ph.D, P.E.  
Title: Vice President  
Date: 4/26/2018

Affix Corporate Seal

STATE OF Florida )  
                                  ) ss  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 26 of April day 2018 of Yinhui "Lucida" Xu, Ph.D, P.E. (firm), on behalf of the firm. He/She is personally known to me or has produced X identification.

[Handwritten Signature]  
Print name Pamela A. Smith  
Notary Public in and for the County and State Aforementioned



PAMELA A. SMITH  
MY COMMISSION # FF 189572  
EXPIRES: January 2, 2019  
Bonded thru Budget Notary Services

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

Exhibit E

# Rates & Reimbursables

CPH Standard Rates Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$135
Senior Architectural Manager	\$130
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural Coordinator	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH Standard Rates Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

## Schedule of Reimbursable Charges

**Copies (B&W)**

8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

**Copies (Color)**

8.5 x 11	\$0.25 Each
8.5 x 14	\$0.30 Each
11 x 17	\$0.35 Each

**Mylars**

24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

**Plots (B&W)**

11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

**Plots (Color/Bond)**

24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

**Mileage**

**Phone**

**Postage**

**Outside Reimbursables**

**At Current IRS Rates**

**At Cost**

**At Cost**

**At Cost**

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment. Updated: March 5, 2018



**EXHIBIT F**  
**BUSINESS TAX RECEIPT**



# CERTIFICATIONS AND LICENSURE

**PROFESSIONAL ENGINEERS**

**State of Florida**  
Board of Professional Engineers

Associate Unit  
**CPB, Inc.**

**FBPE**

It is authorized under the provisions of Chapter 475, Florida Statutes, to offer engineering services to the public through a Professional Engineers Association organized under Chapter 471, Florida Statutes.

Expiration: 1/28/2019  
Audit No: 20201900000 8  
CA Lic. No: 3320

**ARCHITECTURE**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & BUSINESS SPACES

Professional License

Name: [REDACTED]  
License No: 43125 2018  
Expiration Date: 12/31/2019

CPB, Inc.  
200 NORTH FLORIDA AVENUE  
TALLAHASSEE, FL 32301

EXPIRES: 12/31/2019

EXPIRES: 12/31/2019

**LANDSCAPE ARCHITECTS**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

Professional License

Name: [REDACTED]  
License No: 1871 2018  
Expiration Date: 01/31/2019

CPB, Inc.  
200 NORTH FLORIDA AVENUE  
TALLAHASSEE, FL 32301

EXPIRES: 01/31/2019

**SURVEYORS AND MAPPERS**

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2000 Apalachee Place, Tallahassee, Florida 32309-6000

License No: 18714  
Expiration Date: February 28, 2019

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes.

CPB, Inc.  
200 NORTH FLORIDA AVENUE  
TALLAHASSEE, FL 32301

ADAM A. PROFFER  
REGISTERED PROFESSIONAL SURVEYOR

**State of Florida**  
**Department of State**


I certify from the records of this office that 4701, LLC, is a corporation organized under the laws of the State of Florida, filed on March 6, 1991.

The document number of this corporation is F22258.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 2, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of January, 2018.

  
**Ken DeFuria**  
 Secretary of State

Tracking Number: CV 210200204

To avoid fraud, this document and the following describe the number, and the date, for any signature changes.

http://www.fl.gov/bsr/signatures/verified/ProfessionalLicensesLicenseRenewal



## City of Bunnell, Florida

### Agenda Item No. C.12.

Document Date: 5/8/2023 Amount:  
Department: Code Enforcement Account #:  
Subject: Request to reappoint Julie Aguiar as a regular member of the Code Enforcement Board for another three year term to begin in May 2023.  
Agenda Section: Consent Agenda:

#### Summary/Highlights:

This is a request to reappoint Julie Aguiar as a regular member of the Code Enforcement Board. Mrs. Aguiar currently serves as a regular member of the Code Enforcement Board.

#### Background:

Julie Aguiar was reappointed to serve a three year term on the Code Enforcement Board in 2020. Her term expires in May 2023.

#### **Bunnell Code of Ordinances Sec. 2-131. - Created; organization.**

(a) There is hereby created a Code Enforcement Board of the City of Bunnell, Florida, which shall consist of five members appointed by the board of city commissioners by a majority vote. All members of the enforcement board must be residents of the City of Bunnell, Florida.

Mrs. Aguiar continues to meet the requirements to serve as a Board Member. Staff has confirmed that Mrs. Aguiar wishes to continue to serve on the Code Enforcement Board for another three year term starting in May 2023.

#### Staff Recommendation:

Reappointment of Julie Aguiar as a regular member of the Code Enforcement Board for another three years effective May 2023.

#### City Attorney Review:

Approved

#### Finance Department Review/Recommendation:

**City Manager Review/Recommendation:**



## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 5/5/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2023-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" Future Land Use designation - Second Reading.  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ordinance 2023-07 Boudreaux FLUM Amendment	Ordinance
Location Map	Location Map(s)

#### Summary/Highlights:

The applicant is requesting a small-scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation for 4.5+/- acres of vacant land from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture" land use designation.

This property was recently annexed into the City of Bunnell by Ordinance 2023-06.

The subject properties also have a companion request to rezone from Flagler County "MH-1, Rural Mobile Home" to City of Bunnell "AG, Agriculture".

In accordance with the local notification procedures, letters providing the notice of First Reading were mailed out to adjacent property owners within 300 feet of the subject properties within City of Bunnell limits on April 12, 2023. Signs were posted on the properties with information on First Reading on April 12, 2023.

This item was last heard at the May 8, 2023 City Commission Meeting. At that meeting, the Commission voted to approve the proposed ordinance. IN accordance with Florida Statute, this item was advertised in the May 11, 2023 edition of the Palm Coast Observer.

**Background:**

The applicant, Dale Boudreaux, owns 4.5+/- acres of vacant land bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 assigned by the Flagler County Property Appraiser's Office. The applicant plans to expand their Queen Palm tree nursery onto these parcels, starting with building a pole barn on Parcel 0070 to store the business's farm machinery and equipment.

The subject properties current FLUM designation is Flagler County "Residential Low Density/Rural Estate". This land use designation, according to Policy A.1.1.2 in the Comprehensive Plan of Flagler County, Florida, allows a density of 1 unit per gross acre and very minimal agricultural uses that are permissible by right.

The proposed FLUM designation is City of Bunnell "Agriculture". According to the FLU Policy 13.7, this land use designation allows for a residential density of 1 dwelling unit per acre, and allows for a multitude of permissible agricultural uses, one of which includes floriculture and nursery products as is being proposed by the applicant. This land use designation is an acceptable transition from the unincorporated FLUM designation as it is retaining the residential density but also allowing for agricultural operations to occur on the properties, and it is consistent with the existing pattern of surrounding development in the area.

**Staff Recommendation:**

Adopt Ordinance 2023-07 requesting to change the Future Land Use Map for the subject properties from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture". - Second Reading

**City Attorney Review:****Finance Department Review/Recommendation:****City Manager Review/Recommendation:**

Approved

## ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY TOTALING 4.5± ACRES, OWNED BY DALE BOUDREAUX, BEARING PARCEL ID'S: 16-13-31-2000-00030-0070 AND 16-13-31-2000-00030-0080 LOCATED DIRECTLY ABUTTING COUNTY ROAD 200 AND FAVORETTA ROAD IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY "RESIDENTIAL LOW DENSITY/RURAL ESTATE" TO CITY OF BUNNELL "AGRICULTURE (AG)"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the certain real properties which are the subject of this Ordinance are described by Tax Identification Parcel Numbers: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 within the City of Bunnell; and

**WHEREAS**, the owner of the property, Dale Boudreaux, has requested this change to the Future Land Use; and

**WHEREAS**, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on April 4, 2023 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

**WHEREAS**, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

**WHEREAS**, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:**

**Section 1. Legislative Findings and Intent.**

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell 2035 *Comprehensive Plan* pertaining to the subject properties as well as the recitals (whereas clauses) to this ordinance.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell 2035 *Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

**Section 2. Amendment to Future Land Use Map.**

(a) The Future Land Use Plan Element of the City of Bunnell 2035 *Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Agriculture" land use designation to the real properties which are the subject of this Ordinance as set forth herein.

(b) The properties which are the subject of this Comprehensive Plan amendment is described as follows:

**LEGAL DESCRIPTION:** BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.. LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT) AND WESTERLY OF FAVORETTA ROAD (A 100' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER

(1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD # 94045; THENCE SOUTH 01 DEGREES 56 MINUTES 12 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 5, BLOCK A, OF SAID MAP OF BUNNELL AND THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 200, A DISTANCE OF 262.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT LINE PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA); THENCE SOUTH 20 DEGREES 46 MINUTES 52 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD, A DISTANCE OF 626.73 FEET TO A POINT OF CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 05 DEGREES 07 MINUTES 12 SECONDS, A RADIUS 586.00 FEET, A CHORD BEARING SOUTH 18 DEGREES 13 MINUTES 17 SECONDS WEST, A CHORD DISTANCE 52.35 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 52.36 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID TRACT 5, BLOCK A; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 2.24 FEET TO A FOUND 5/8" IRON ROD AND CAP LABELED LB 3612, SAID POINT BEING ON THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF AFORESAID, SECTION 21 AND BEING THE SOUTHWEST CORNER OF SAID TRACT 5, BLOCK A; THENCE NORTH 01 DEGREES 56 MINUTES 12 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID TRACT 5, BLOCK A AND THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER, SECTION 21, A DISTANCE OF 633.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.9 ACRES MORE OR LESS.

**TAX PARCEL IDENTIFICATION NUMBER:** 16-13-31-2000-00030-0070



**LEGAL DESCRIPTION:** BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD #94045; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TRACT 5, BLOCK A AND THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 381.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG THE SAID SOUTHEASTERLY LINE, A DISTANCE OF 16.64 FEET TO A FOUND 5/8" IRON ROD & CAP LB 7230 MARKING THE NORTHWESTERLY CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2089, PAGES 1265 AND 1266, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 39 DEGREES 32 MINUTES 15 SECONDS EAST ALONG THE SOUTHERWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 348.48 FEET; THENCE SOUTH 50 DEGREES 27 MINUTES 45 SECONDS WEST, A DISTANCE OF 631.90 FEET TO A POINT OF INTERSECTION ON THE EASTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA), SAID

POINT BEING ON A CURVE AND SAID LINE BEING NON-RADIAL TO CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 01 DEGREES 40 MINUTES 10 SECONDS, A RADIUS OF 486.00 FEET, A CHORD BEARING NORTH 19 DEGREES 56 MINUTES 47 SECONDS EAST, A CHORD DISTANCE 14.16 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 14.16 FEET TO A POINT OF TANGENT; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD NORTH 20 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 690.25 FEET TO A POINT OF INTERSECTION ON THE SOUTHEASTERLY RIGHT-OF-WAY EASEMENT LINE OF AFORESAID COUNTY ROAD 200; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 3.39 FEET TO A TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THAT CERTAIN 100 FOOT INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT AS IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.6 ACRES MORE OR LESS

**TAX PARCEL IDENTIFICATION NUMBER:** 16-13-31-2000-00030-0080

**Section 3. Implementing Administrative Actions.**

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

**Section 4. Ratification of Prior Actions.**

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2035 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, it shall not be held or impair the validity of the ordinance or effect of any other action or part of this Ordinance.

**Section 6. Conflicts.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 7. Codification/Instructions to Code Codifier.**

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the

codified version of the City of Bunnell 2035 *Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land use Map of the City.

**Section 8. Effective Date.**

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with the controlling State law.

First Reading: approved on this 8<sup>th</sup> day of May 2023

Second Reading/Final Reading: adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY COMMISSION, City of Bunnell, Florida.**

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

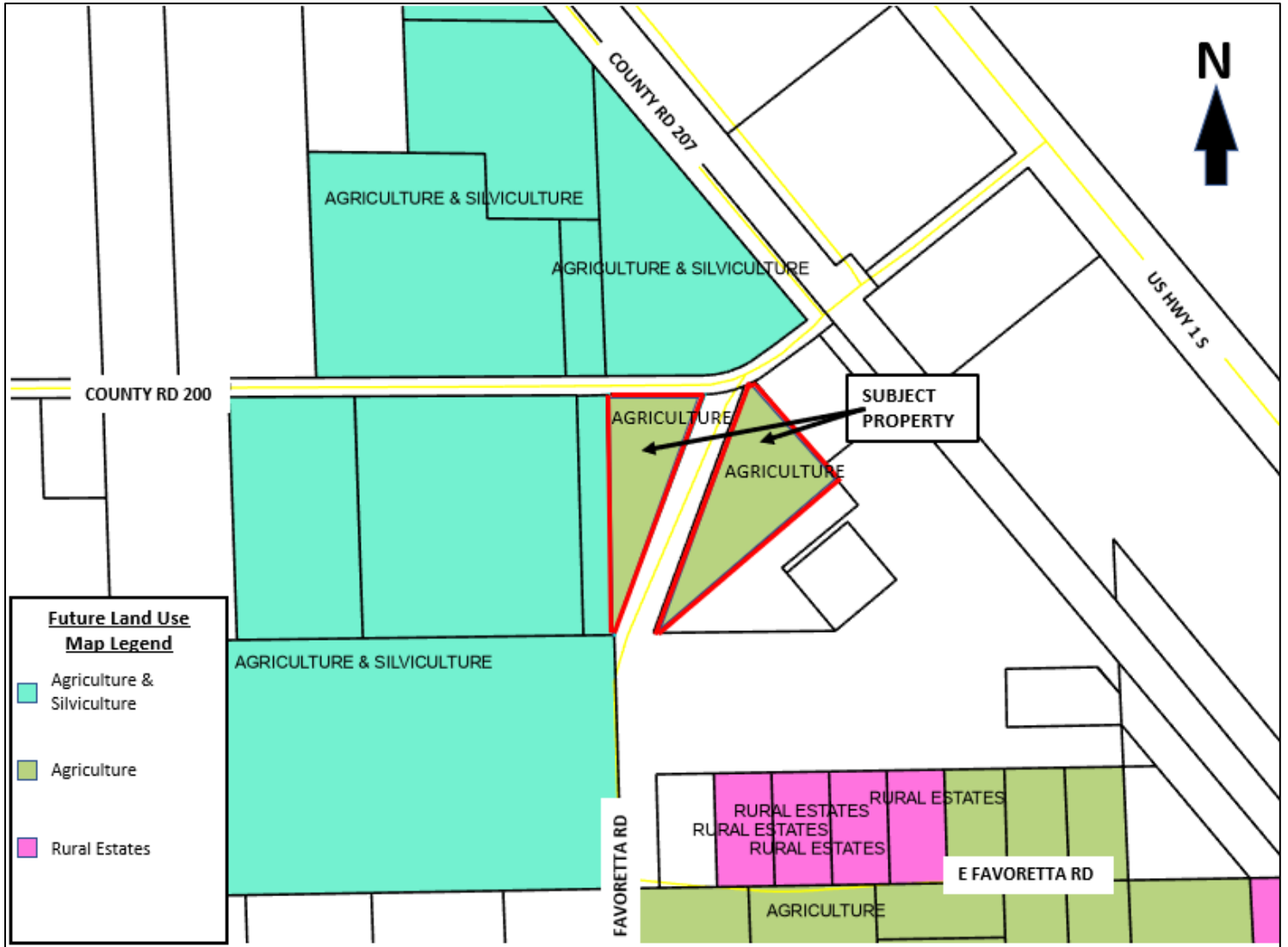
\_\_\_\_\_  
Vose Law Firm, City Attorney

Attest:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

# Exhibit "A"

## Amended Future Land Use Map



Location Map





## City of Bunnell, Florida

### Agenda Item No. E.2.

Document Date: 5/5/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2023-08 Requesting to change the Official Zoning Map for 4.5+/- acres of land, owned by Dale Boudreaux, Bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 from the Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District". - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ordinance 2023-08 Boudreaux Rezoning	Ordinance
Location Map	Location Map(s)

#### Summary/Highlights:

The applicant, Dale Boudreaux, is requesting an amendment to the Official Zoning Map to rezone 4.5+/- acres of vacant land from Flagler County "MH-1, Rural Mobile Home" to the City of Bunnell "AG, Agriculture District".

The subject properties were recently annexed into the City of Bunnell by Ordinance 2023-06.

There is a companion request to amend the FLUM from Flagler County "Residential Low Density/Rural Estate" to City of Bunnell "Agriculture".

In accordance with local notification procedures, letters containing information on First reading were mailed out on April 12, 2023 to adjacent property owners that are within 300 feet of the subject properties within City of Bunnell limits. Signs were posted on April 12, 2023 on the subject properties with information on First Reading.

This item was last heard at the May 8, 2023 City Commission Meeting. At that meeting, the Commission voted to approve the proposed ordinance. IN accordance with Florida Statute, this item was advertised in the May 11, 2023 edition of the Palm Coast Observer.

#### Background:

The applicant owns 4.5+/- acres of vacant land bearing Parcel ID's: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 assigned by the Flagler County Property Appraiser's Office. The applicant plans on expanding their Queen Palms tree nurseery onto these parcels. They are currently operating out of Ormand Beach, Florida.

The property is currently zoned Flagler County "MH-1, Rural Mobile Home". The purpose of this zoning district is to provide a transition between the agricultural and urban land use district and to accommodate existing areas that are predominantly a mixture of single-family and mobile home dwellings. Agriculture uses are allowed in this zoning but at the bare minimum of raising crops and the keeping of animals for personal use. This district mainly consists of a variety of residential uses.

The proposed zoning classification is the City of Bunnell "AG, Agriculture District". This City zoning district will allow for the list to expand for the permissible agricultural uses that can occur on this property while also accommodating for residential uses that include single-family residences, mobile, and manufactured homes. The zoning district will be consistent with what is already in existence in the surrounding area that is within the City of Bunnell limits. The proposed zoning will also be consistent with the Future Land Use being proposed.

**Staff Recommendation:**

Adopt Ordinance 2023-08 requesting to change the official zoning map for 4.5+/- acres from Flagler County "MH-1, Rural Mobile Home" to City of Bunnell "AG, Agriculture". - Second Reading

**City Attorney Review:**

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

## ORDINANCE 2023-08

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 4.5± ACRES, OWNED BY DALE BOUDREAU, BEARING PARCEL ID'S: 16-13-31-2000-00030-0070 AND 16-13-31-2000-00030-0080 LOCATED DIRECTLY ABUTTING COUNTY ROAD 200 AND FAVORETTA ROAD IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY "MH-1, RURAL MOBILE HOME" TO CITY OF BUNNELL "AG, AGRICULTURE"; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dale Boudreaux, the owner of certain real property, which totals 4.5± acres of vacant land and is assigned Tax Parcel Identification Numbers 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 by the Property Appraiser of Flagler County; and

**WHEREAS**, Dale Boudreaux has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject properties, totaling 4.5± acres located directly abutting County Road 200 and Favoretta Road, rezoned to City of Bunnell "AG, Agriculture" zoning classification from the existing Flagler County "MH-1, Rural Mobile Home" zoning classification; and

**WHEREAS**, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *Comprehensive Plan*; and

**WHEREAS**, on April 4, 2023 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

**WHEREAS**, professional City planning staff, the City's Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and



**WHEREAS**, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:**

**Section 1. Legislative Findings and Intent.**

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The City of Bunnell has complied with all requirements and procedures of Florida Law in processing and advertising this Ordinance.

**Section 2. Rezoning of Real Property/Implementing Actions.**

(a) Upon enactment of this Ordinance, the following described properties, as depicted in the map attached to this Ordinance, and totaling 4.5± acres in size, shall be rezoned to the City of Bunnell “AG, Agriculture” zoning classification from the existing Flagler County “MH-1, Rural Mobile Home” zoning classification;

**LEGAL DESCRIPTION:** BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY’S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.. LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50’ INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT) AND WESTERLY OF FAVORETTA ROAD (A 100’ INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY’S

LAND, PER PLAT BOOK1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD # 94045; THENCE SOUTH 01 DEGREES 56 MINUTES 12 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 5, BLOCK A, OF SAID MAP OF BUNNELL AND THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 200, A DISTANCE OF 262.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT LINE PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA); THENCE SOUTH 20 DEGREES 46 MINUTES 52 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD, A DISTANCE OF 626.73 FEET TO A POINT OF CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 05 DEGREES 07 MINUTES 12 SECONDS, A RADIUS 586.00 FEET, A CHORD BEARING SOUTH 18 DEGREES 13 MINUTES 17 SECONDS WEST, A CHORD DISTANCE 52.35 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 52.36 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID TRACT 5, BLOCK A; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 2.24 FEET TO A FOUND 5/8" IRON ROD AND CAP LABELED LB 3612, SAID POINT BEING ON THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF AFORESAID, SECTION 21 AND BEING THE SOUTHWEST CORNER OF SAID TACT 5, BLOCK A; THENCE NORTH 01 DEGREES 56 MINUTES 12 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID TRACT 5, BLOCK A AND THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER, SECTION 21, A DISTANCE OF 633.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.9 ACRES MORE OR LESS.

**TAX PARCEL IDENTIFICATION NUMBER:** 16-13-31-2000-00030-0070

**LEGAL DESCRIPTION:** BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT

BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD #94045; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TRACT 5, BLOCK A AND THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 381.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG THE SAID SOUTHEASTERLY LINE, A DISTANCE OF 16.64 FEET TO A FOUND 5/8" IRON ROD & CAP LB 7230 MARKING THE NORTHWESTERLY CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2089, PAGES 1265 AND 1266, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 39 DEGREES 32 MINUTES 15 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 348.48 FEET; THENCE SOUTH 50 DEGREES 27 MINUTES 45 SECONDS WEST, A DISTANCE OF 631.90 FEET TO A POINT OF INTERSECTION ON THE EASTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA), SAID POINT BEING ON A CURVE AND SAID LINE BEING NON-RADIAL TO CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 01 DEGREES 40 MINUTES 10 SECONDS, A RADIUS OF

486.00 FEET, A CHORD BEARING NORTH 19 DEGREES 56 MINUTES 47 SECONDS EAST, A CHORD DISTANCE 14.16 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 14.16 FEET TO A POINT OF TANGENT; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD NORTH 20 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 690.25 FEET TO A POINT OF INTERSECTION ON THE SOUTHEASTERLY RIGHT-OF-WAY EASEMENT LINE OF AFORESAID COUNTY ROAD 200; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 3.39 FEET TO A TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THAT CERTAIN 100 FOOT INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT AS IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.6 ACRES MORE OR LESS

**TAX PARCEL IDENTIFICATION NUMBER:** 16-13-31-2000-00030-0080

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

**Section 3. Incorporation of Maps.**

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

**Section 4. Conflicts.**

All ordinances or part of ordinances in conflict with this ordinance are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6. Non-codification.**

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

**Section 7. Effective Date.**

This Ordinance shall take effect upon the effective date of Ordinance 2023-07.

First Reading: approved on this 8<sup>th</sup> day of May 2023.

Second Reading/Final Reading: adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY COMMISSION, City of Bunnell, Florida.**

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

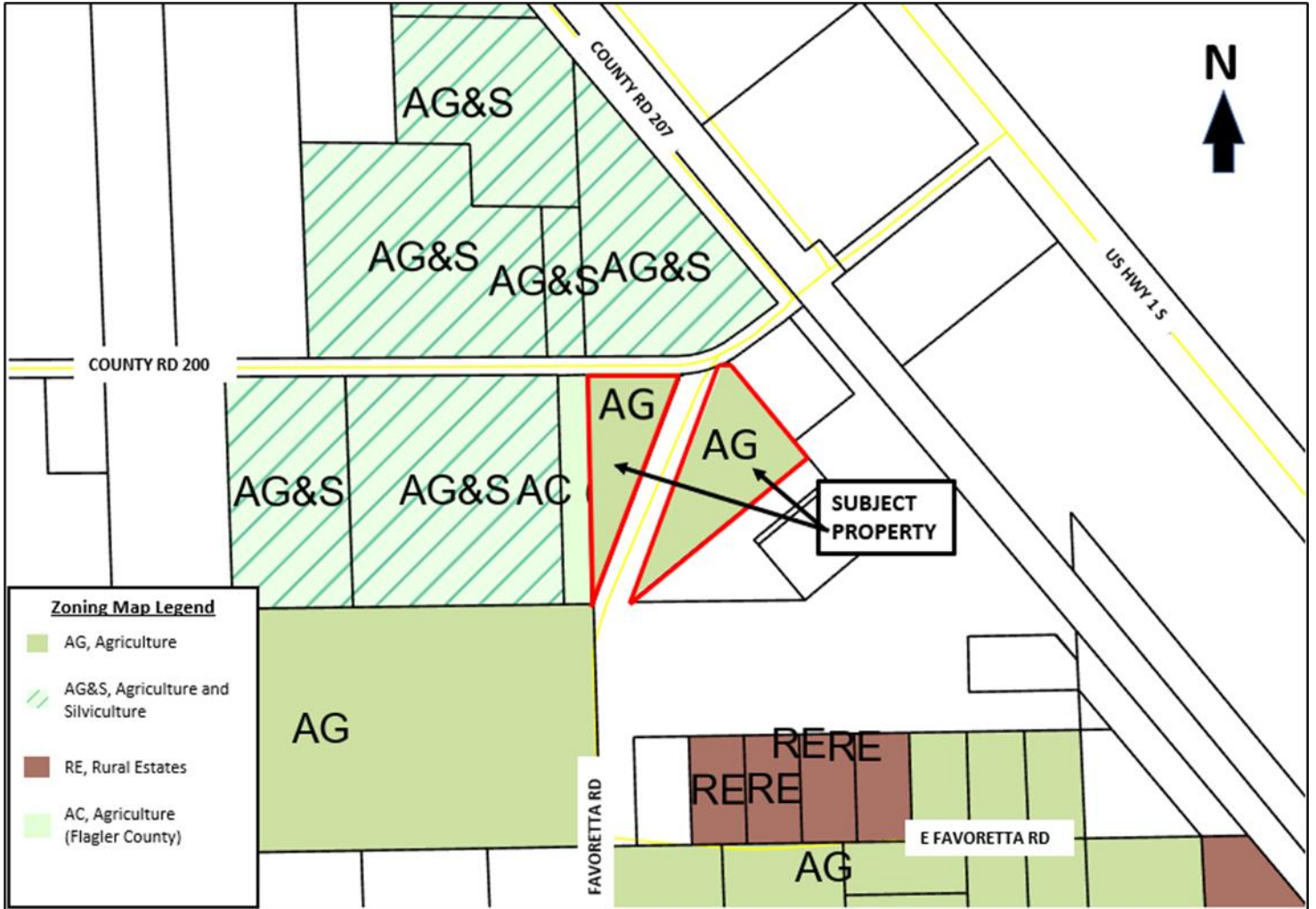
\_\_\_\_\_  
Vose Law Firm, City Attorney

Attest:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

# Exhibit "A"

## Amended Zoning Map



Location Map





## City of Bunnell, Florida

### Agenda Item No. E.3.

Document Date: 4/27/2023 Amount:  
Department: Solid Waste Account #:  
Subject: Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - First Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Quality of Life

#### **ATTACHMENTS:**

Description	Type
Proposed Ordinance	Ordinance

#### **Summary/Highlights:**

This is a request to amend the Bunnell Code of Ordinance Chapter 50 Solid Waste to provide a definition of curbside.

#### **Background:**

With the City potentially getting residential customers who live in rural/agricultural areas, the City needs a better definition of curbside for cart placement.

Having heavy solid waste vehicles on unpaved private drives, private roads or roadways not suitable for heavy vehicular traffic to pick up solid waste and recycling presents a liability to the City.

The proposed ordinance adds a definition for "curbside" and uses the defined curbside in section 10 regarding preparation for cart pick-up.

#### **Staff Recommendation:**

Approve Ordinance 2023-10 Amending Chapter 50 of the Bunnell Code of Ordinance defining Curbside. - First Reading

#### **City Attorney Review:**

Approved



**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

## ORDINANCE 2023-10

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING PART II, CHAPTER 50 REGARDING SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF BUNNELL, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2, Constitution of the State of Florida, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS**, Chapter 50 of the City of Bunnell's Code of Ordinances regulates Solid Waste; and

**WHEREAS**, Certain residents of the City of Bunnell, especially those in rural areas, live in residences which are away from the paved and traveled portion of the nearest public road and inaccessible by vehicles that collect solid waste, recyclables and yard waste; and

**WHEREAS**, It shall benefit the City of Bunnell and its residents to require solid waste, recyclables and yard waste to be placed in an area accessible by said vehicles to avoid unnecessary wear and tear of vehicles, avoid unnecessary wear and tear on residents' driveways and unpaved roads, to save time and to create efficiency; and

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:**

### **Section 1.**

The above "Whereas" clauses are incorporated by reference herein.

### **Section 2.**

Part II, Chapter 50, Sec. 50-2 and Sec. 50-10 of the Bunnell Code of Ordinances are amended as follows (additions are underlined and deletions are ~~stricken through~~):

#### **Sec. 50-2. – Definitions.**

\*\*\*

Curbside: The area between the sidewalk and the traveled portion of the paved public street edge, or, in areas without sidewalks, within two feet of the traveled portion of the nearest paved public street edge.

\*\*\*

**Sec. 50-10. Preparation for pick-up of carts and containers regulations.**

All solid waste, recyclables and yard waste shall be placed ~~within two feet of the roadway~~ curbside in city-approved containers. All yard waste must be limited to compact piles no larger than six feet by six feet by six feet...

\*\*\*

**Section 3. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

**Section 4. Conflicts.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5. Codification/Instructions to Code Codifier.**

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the *Code of Ordinances of the City of Bunnell, Florida*.

**Section 6. Effective Date.**

This Ordinance shall take effect immediately upon adoption.

First Reading: approved on this 22<sup>nd</sup> day of May 2023.

Second Reading: adopted on this \_\_\_\_\_ day June 2023.

**CITY COMMISSION, City of Bunnell, Florida.**

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_  
Vose Law Firm, City Attorney  
Attest:

\_\_\_\_\_  
Kristen Bates, City Clerk, CMC

Seal:



## City of Bunnell, Florida

### Agenda Item No. F.1.

Document Date: 4/27/2023 Amount:  
Department: Solid Waste Account #:  
Subject: Resolution 2023-02 Amending Resolution 2018-16 Solid Waste Rates  
Agenda Section: Resolutions: (Legislative):  
Goal/Priority: Financial Stability/Sustainability

#### **ATTACHMENTS:**

Description	Type
Proposed Resolution 2023-02	Resolution

#### **Summary/Highlights:**

This is a request to amend Resolution 2018-16 City Solid Waste Rates.

#### **Background:**

The City has commercial projects that are proposing to use dumpster trash compactors. Compacted trash weighs more than "regular" dumpster trash. As a result the current dumpster pick up weights are not sufficient to cover the City costs for these types of pick-ups.

Additionally, there is the potential for the City to get rural or agricultural route customers with the upcoming notices being sent out by Flagler County. Given the City's current fleet and manpower, these rural or agricultural customers could not be serviced as often as those in the core. A rate for those customers is proposed and they will be issued two carts and be services once a week for that rate.

The rate for bulk pick-up is also being amended. This rate change is proposed to assist with the rising rates in dumping costs the City has incurred with no additional rate changes to existing customers.

The propose rate changes do not include any changes that would be necessary to existing residential or commercial dumpster customers. The Commission has requested a Solid Waste workshop which is being scheduled. Following that workshop, those rate changes will be brought to the Commission in a different resolution.

#### **Staff Recommendation:**

Adopt Resolution 2023-02 Amending Resolution 2018-16 Solid Waste Rates.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

## RESOLUTION 2023-02

### **A RESOLUTION OF THE CITY COMMISSION OF BUNNELL, FLORIDA; AMENDING RESOLUTION 2018-16 REGARDING SOLID WASTE RATES, CHARGES, FEES AND FINES; ESTABLISHING SOLID WASTE CHARGES, FEES AND FINES; PROVIDING FOR SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Bunnell finds it in the public interest to ensure that all areas within its City limits are provided with high quality collection, transport, and disposal of commercial solid waste and commercial recyclable materials; and,

**WHEREAS**, in order for the collection, transport and disposal of solid waste and recyclable materials to be accomplished in an economical and safe manner, the City Commission determined that it was in the public interest for such collection, transport and disposal to be regulated; and,

**WHEREAS**, such solid waste rates, charges, fees, and fines may be amended by the City Commission from time to time; and

**WHEREAS**, the City does not currently have rates for dumpster compacted trash or rural route solid waste customers and needs rates for those types of services; and

**WHEREAS**, the City Commission previously enacted Resolution 2018-16 regarding solid waste rates, charges, fees, and fines, and the substance thereof is hereby revised, whereby underlined type shall constitute additions to the original text, \*\*\* shall constitute ellipses to the original text and ~~strike through~~ shall constitute deletions to the original text.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, THAT:**

#### **Section 1**

The City Commission does hereby adopt the following fees associated with the collection of solid waste:

#### **Facility Operating Permit Application and Renewal Fees:**

There shall be a facility operating permit application fee and annual facility renewal operating permit, for facilities operating within City limits, of \$500 per application, and \$500 per year thereafter, for C&D processing facilities, C&D transfer stations, municipal recycling facility (MRF), municipal solid waste facilities (MSW), rock and clean fill dirt facilities, borrow pits, commingle and paper recyclers, scrap metal recyclers (automotive, motorcycle, truck recyclers/dismantlers and reclamation facilities), and sludge facilities.

#### **Franchised Hauler Permit Application and Renewal Fees:**

There shall be a franchised hauler permit application fee and annual renewal operating permit of \$100 per application and \$100 per year thereafter.

#### **Hazardous Waste/Medical Waste Transfer Station Application and Renewal Fees:**

There shall be a hazardous waste and medical waste transfer station permit application fee, operating renewal permit, of \$100 per application and \$100 per year thereafter.

**Host Fees:**

Host fees for any waste and recycling management facilities operating within the City limits to include C&D, yard waste, MRF (Municipal Recycling Facility) and MSW (Municipal Solid Waste) will be established at \$1.00 per ton. Facility is responsible for reporting volume of any commodities accepted monthly and will remit host fees by the 20<sup>th</sup> of the month following the month of collection.

Host fees for hazardous waste, medical waste transfer stations, and sludge facilities, operating within the City limits, shall be \$2,000 annual fee.

Scrap metal and automotive dismantling: No host fee.

**Franchise Fees and Franchised Hauler Truck Fees (FHTF):**

These fees are paid by those businesses that have been allowed to perform certain services in a given area within the City, but do not have an office nor facility within the City limits.

Franchise fees and Franchised Hauler Truck Fees (FHTF) are established at a rate of 10% of the franchises' gross monthly billing for services rendered within the City limits. Franchise fees and Franchised Hauler Truck Fees (FHTF) and shall be remitted by the 20<sup>th</sup> of the month following the month of collection.

**Annual Vehicle Transfer Station Fee:**

Annual vehicle transfer station fees shall be \$600.00 annually; to be prorated for the full months remaining in the fiscal year, if the first fee is assessed after October 31<sup>st</sup>.

**Rates for City provided Solid Waste, Recycling and Yard Waste Service:**

I. Deposits for City of Bunnell Solid Waste Service

Residential	\$25.00
Commercial Hand Pick Up	\$30.00
Commercial Dumpster Containers	\$115

II. Monthly Charge for Solid Waste Services

Residential Garbage Hand Cart	
One Cart	\$20.00
Each Additional Cart	\$14.00
<u>Rural Route Residential Garbage Hand Cart (2 carts/1 Time a Week)</u>	<u>\$45.00</u>
<u>Each Additional Cart</u>	<u>\$14.00</u>
Commercial Hand Pick Up/1 Time Week	\$29.25
Commercial Hand Pick Up/2 Times Week	\$39.78
<u>Rural Route Commercial Hand Cart (2 carts/1 Time a Week)</u>	<u>\$65.00</u>
<u>Each Additional Cart</u>	<u>\$14.00</u>
Commercial 2yd/1 Time Wk.	\$81.05

Commercial 2yd/2 Times Wk.	\$129.67
Commercial 2yd/3 Times Wk.	\$215.67
Commercial 4yd/1 Time Wk.	\$167.99
Commercial 4yd/2 Times Wk.	\$266.16
Commercial 4yd/3 Times Wk.	\$386.29
Commercial 6yd/1 Time Wk.	\$231.05
Commercial 6yd/2 Times Wk.	\$367.17
Commercial 6yd/3 Times Wk.	\$544.64
Commercial 8yd/1 Time Wk.	\$308.10
Commercial 8yd/2 Times Wk.	\$449.08
Commercial 8yd/3 Times Wk.	\$653.83
<u>Compacted Commercial 2yd/1 Time Wk.</u>	<u>\$445.76</u>
<u>Compacted Commercial 2yd/2 Times Wk.</u>	<u>\$713.19</u>
<u>Compacted Commercial 2yd/3 Times Wk.</u>	<u>\$1,186.19</u>
<u>Compacted Commercial 4yd/1 Time Wk.</u>	<u>\$923.95</u>
<u>Compacted Commercial 4yd/2 Times Wk.</u>	<u>\$1,463.88</u>
<u>Compacted Commercial 4yd/3 Times Wk.</u>	<u>\$2,124.60</u>
<u>Compacted Commercial 6yd/1 Time Wk.</u>	<u>\$1,270.78</u>
<u>Compacted Commercial 6yd/2 Times Wk.</u>	<u>\$2,019.44</u>
<u>Compacted Commercial 6yd/3 Times Wk.</u>	<u>\$2,995.52</u>
<u>Compacted Commercial 8yd/1 Time Wk.</u>	<u>\$1,694.55</u>
<u>Compacted Commercial 8yd/2 Times Wk.</u>	<u>\$2,469.94</u>
<u>Compacted Commercial 8yd/3 Times Wk.</u>	<u>\$3,596.07</u>

III. Fees for City of Bunnell Solid Waste Customers

- a. Residential and commercial stop-service fee - \$30.00
- b. Re-establish residential and commercial service after a stop service has been issued - \$30.00
- c. Replacement of Solid Waste Containers – Current Market Replacement Value
- d. Large Volume Pick Up for Residential and Commercial Yard Debris and Bulk Fee ~~\$13.54~~ \$20.27 per cubic yard; volume to be determined by the Solid Waste director



or designee.

e. Empty or Vacant Lots – Charged by volume and the cost of hourly City service. Records shall be kept for the number of hours per job and the cubic yards or tons hauled away.

f. Illegal Dumping Clean-up – Charged by volume, type of debris, and the required disposal fees of the debris. Cost to be determined by the Solid Waste Director or designee at the time of clean-up.

g. Residential replacement bulk pick-up as defined in Code of Ordinances Chapter 50 – No fee.

h. Residential recycle cart contamination - \$6.30 per dump

i. Commercial recycle cart contamination - \$9.36 per dump

j. Extra solid waste pickup fees:

i. Residential Hand Carts - \$6.30 per dump

ii. Commercial Hand Carts - \$9.83 per dump

iii. Commercial Dumpsters - 13.51 per yard per dump

k. Extra recycling pickup fees:

i. Residential Hand Carts - \$6.00 per dump

ii. Commercial Hand Carts - \$9.36 per dump

iii. Commercial Dumpsters - \$12.87 per yard per dump

#### IV. Variable Rates for Shared Containers and/or Compactors

a. The rates for account holders meeting the criteria for sharing solid waste or recycling containers and/or compactors may be decreased or increased by the Solid Waste Director or designee. The variable rate will be based on the volume of solid waste produced by the account holders sharing the service. The monthly charge will be divided among all account holders sharing the solid waste or recycling container and/or compactor.

#### **Fines and Impound fees for non-permitted waste haulers, or for violations by permitted haulers:**

Fines and impound fees will be imposed.

First offense fine and impound fee \$500.00

Second offense fine and impound fee \$1000.00

Third offense fine and impound fee \$5000.00

Any fines or impound fees assessed by the City can be appealed to the City Commission by the aggrieved party.

#### **Fines for Illegal Dumping:**

At any time, a person may be arrested or ticketed for illegal dumping. The following fines may be imposed for illegal dumping:

a. 1<sup>st</sup> Offense - \$1000.00

b. 2<sup>nd</sup> Offense - \$2500.00

c. 3<sup>rd</sup> and any subsequent Offense - \$5000.00

#### **Section 2. Severability:**

If any section, sentence, phrase, word or portion of this resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

#### **Section 3. Conflicts:**

All previous Solid Waste Fee Resolutions or parts of Solid Waste Fee Resolutions in conflict with this Resolution are hereby repealed.

**Section 4. Effective Date:**

The effective date of this Resolution shall be the date of adoption.

**PASSED AND ADOPTED** by the City of Bunnell, Florida this 22<sup>nd</sup> day of May 2023.

**CITY OF BUNNELL, FLORIDA**

\_\_\_\_\_  
Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

\_\_\_\_\_  
Vose Law Firm, City Attorney

**Seal:**



## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 4/27/2023 Amount:  
Department: Solid Waste Account #:  
Subject: Request to Approve an Interlocal Agreement with Flagler County for the Provision of Solid Waste Services to certain Rural/Agricultural Properties within the City of Bunnell.  
Agenda Section: New Business:  
Goal/Priority: Financial Stability/Sustainability, Organizational Excellence

#### ATTACHMENTS:

Description	Type
Proposed Interlocal Agreement	Contract
Exhibit A	Exhibit

#### Summary/Highlights:

This is a request to approve an Interlocal Agreement with Flagler County to allow the County to provide solid waste services to certain properties in the agricultural areas or to continue to provide services to those in agricultural areas who annex into the City.

#### Background:

The City's code gives it exclusive rights over solid waste and recycling services within the City of Bunnell. When the regulations were adopted an exception was made for the properties in the rural or agricultural areas.

From the Bunnell Code of Ordinance:

#### **Sec. 50-8. - Exclusive rights.**

*(a) The city shall have sole and exclusive rights to collect refuse, garbage, recyclables, and yard waste as defined in the city ordinance for solid waste, within the corporate limits of the City of Bunnell with the following exceptions:*

*(1) Contactors, or property owners on their own property engaged in building or remodeling operations, shall be permitted to remove the waste accumulated as a result of their operations with their own equipment and labor; or by a city-licensed solid waste contractor.*

*a. This bill of rights must be provided at any renewal contract at anytime and is subject to the franchise section of this ordinance or the service containers must be removed immediately. No notice will be given for removal and will be removed at*

*the owners' expense.*

*(2) Haulers engaged in purchasing recycled materials as commodities. The hauler must provide proof-of-purchase of recycled materials as commodities to the city upon demand. The city's scope of authority relating to recovered materials is as set forth in F.S. ch. 403, and other controlling law except as set forth in an exclusive franchise agreement obtained in accordance with section two of the city Code of Ordinances. The City of Bunnell reserves the right to pick up refuse from street maintenance, lot clearing and other activities conducted on city property.*

*(b) All commercial businesses except ranches and farms in agricultural zoning districts not currently contracting solid waste service from the city within the incorporated city limits shall have commercial solid waste and recyclables pickup exclusively provided by and billed by the city. The City of Bunnell and its commissioners shall have the right to select a properly permitted hauler to provide this service in lieu of the city's solid waste department.*

*(c) All residential dwellings except farm or ranch dwellings in agricultural zoning districts within the incorporated city limits shall have residential solid waste, recyclables and yard waste pickup exclusively provided by and billed by the city. The city commission shall have the right to select a properly permitted hauler to provide this service in lieu of the city's solid waste department.*

With all the annexations into the City since 2005, it has been discovered that some properties in the rural or agricultural area have not been paying for solid waste services.

The County and City have reviewed the data from all appropriate agencies and worked together to develop processes to ensure no other properties end up in the same situation upon annexation.

The proposed agreement authorizes the County to collect the solid waste assessment from the properties identified in the exhibit only and for the City and County to work together to identify who will provide service to the properties that annex into the City in the future.

**Staff Recommendation:**

Approve the Interlocal Agreement with Flagler County for the Provision of Solid Waste Services to certain Rural/Agricultural Properties within the City of Bunnell.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

**INTERLOCAL AGREEMENT BETWEEN FLAGLER  
COUNTY AND THE CITY OF BUNNELL FOR THE  
PROVISION OF SOLID WASTE SERVICES TO CERTAIN  
CITY RESIDENTS**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into by and between Flagler County, a political subdivision of the State of Florida, 1769 East Moody Boulevard, Building 2, Bunnell, FL 32110, (“County”) and the City of Bunnell, a municipal corporation of the State of Florida, 604 East Moody Boulevard, Unit 6, Bunnell, FL 32110 (“City”).

**WHEREAS**, in December 2022, the County adopted Resolution 2022-87, establishing the Flagler County Mandatory Solid Waste Special Assessment District (“Special Assessment District”) to provide for the utilization of the uniform method of collecting non-ad valorem assessments under Section 197.3632, Florida Statutes, as the most practical, fair, and efficient way to collect fees from owners of improved residential properties for the collection and disposal of solid waste; and

**WHEREAS**, the Special Assessment District is comprised of all lands within unincorporated Flagler County as well as such portions of municipalities the governing body of which agrees to be included within the Special Assessment District pursuant to interlocal agreement; and

**WHEREAS**, the special assessment to be levied is a fee that covers the provision of solid waste collection and disposal services by a contracted collector of the County and is not a profit making enterprise of the County; and

**WHEREAS**, the parties find that the improved residential properties within the Special Assessment District shall specially benefit from the service and that the assessment to be levied is fairly and reasonably apportioned among the fee payers; and

**WHEREAS**, the geographic area of the City is large, and the City provides solid waste collection and disposal services to properties primarily within its core area, the provision of such services to more remote properties being cost prohibitive; and

**WHEREAS**, the County already provides solid waste collection and disposal services to properties in close proximity to certain remote areas of the City; and

**WHEREAS**, Section 50-8(c) authorizes the City to select a hauler to provide residential solid waste collection and disposal services in lieu of the City’s Solid Waste Department; and

**WHEREAS**, the City and County have a common goal in the public interest to ensure all residents are provided with high quality collection, transport, and disposal of residential solid waste and recyclable materials in the most cost-efficient manner; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governments to make the most efficient use of their powers by authorizing them to cooperate on the basis of mutual advantage and thereby provide services that will accord best with geographic, economic, population, and needs of their local communities; and

**WHEREAS**, this Agreement provides for the cooperation of the parties in the provision of solid waste collection and disposal services but does not transfer any of their respective home rule powers to each other.

**NOW THEREFORE**, in consideration of the mutual obligations contained herein, the parties agree as follows.

**SECTION I. RECITALS.**

The above recitals are incorporated herein as material facts and form a basis of the bargain upon which the parties rely.

**SECTION II. CERTAIN RESIDENTIAL PROPERTIES WITHIN BUNNELL TO BE INCLUDED IN COUNTY'S SOLID WASTE SPECIAL ASSESSMENT DISTRICT.**

**A.) Existing Residences Within Bunnell.** The residential properties within the City identified in Exhibit A, attached hereto and incorporated herein, shall be included within the Flagler County Mandatory Solid Waste Special Assessment District (the "Properties"). The County shall provide the same solid waste collection and disposal services to the Properties as it does for other properties within the unincorporated areas of the Special Assessment District (the "Solid Waste Services"). The owners of the Properties shall be assessed on their annual tax bill, pursuant to Section 197.3632, Florida Statutes, at the same rate as other property owners within the Special Assessment District.

**B.) New Residential Construction within Bunnell.** When a property owner within the City wishes to construct a residence that will be served by County Solid Waste Services, the City will not issue a building permit until the owner pays the County a fee to cover the cost of Solid Waste Services before the property is placed on the special assessment tax roll. The County will charge the same fee as it does for building permits in the unincorporated County. The City will promptly notify the County when it issues a certificate of occupancy for the property, at which point the County will add the property to the Solid Waste Special Assessment District and the list of Properties in Exhibit A and will notify its contract collector to provide Solid Waste Services to the property.

**C.) Properties Annexing into Bunnell.** When any improved residential property annexes into the limits of the City, the City shall include in its statutory notice of annexation to the County whether the parcel shall receive Solid Waste Services from the County. For such properties, the County shall charge the property owner a fee to cover the cost of providing the Solid Waste Services until the property is added to the special assessment tax roll. Upon payment of the fee, the County will add the property to the Solid Waste

Special Assessment District and the list of Properties in Exhibit A and will notify its contract collector to provide Solid Waste Services to the property.

### **SECTION III. MISCELLANEOUS PROVISIONS**

**A.) Further Assurances.** Each party shall execute and cause to be delivered to the other party such instruments and other documents and shall take such other actions as may be reasonably requested by the other party in order to carry out the intent and to accomplish the purposes of this Agreement.

**B.) Indemnification.** The parties shall each be responsible for and shall indemnify the other for the negligent or wrongful acts or omissions of its officers, employees, and agents arising out the performance of their respective duties under this Agreement. Notwithstanding the foregoing, the responsibility and obligation to indemnify shall not exceed the scope and monetary limitations of Section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of the parties' sovereign immunity or as a consent to be sued by third parties.

**C.) Notice.** Any notice required by this Agreement shall be made in writing and shall be deemed delivered when personally hand delivered, when delivered by reputable overnight courier, or when received via the U.S. Post certified, postage prepaid, to the parties at the respective address listed below. Either party may change the address for purposes of notice by notifying the other party of such change in the manner prescribed herein.

1. For the County: Flagler County  
c/o General Services Director  
1769 East Moody Blvd., Bldg. 2  
Bunnell, FL 32110
2. For the City: Bunnell City Manager  
604 East Moody Blvd., Unit 6  
Bunnell, FL 32110

**D.) Integration and Modification.** This Agreement embodies the entire agreement of the parties with regard to the subject matter hereof. There are no provisions, terms, conditions, or obligations, with respect to the subject matter hereof, other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. This Agreement may only be amended or supplemented by a written instrument of equal dignity herewith executed by the parties.

**E.) Severability.** If any term or provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

**F.) Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Agreement, a bona fide force majeure is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the force majeure. A force majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such force majeure.

**G.) Binding Agreement and Assignability.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns, provided however, that neither party may assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party which each party may withhold in their sole discretion. Any assignment, sublicense, or transfer occurring without the required prior written approval of the other party will be null and void.

**H.) Recording and Effective Date.** The County shall be responsible for recording this Agreement in the Public Records of Flagler County, Florida, as required by Section 163.01(11), Florida Statutes. This Agreement shall take effect June 1, 2023.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Gregory L. Hansen, Chair

ATTEST:

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit Court  
and Comptroller

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

[Signature page to follow.]



**CITY OF BUNNELL**

\_\_\_\_\_  
Catherine Robinson, Mayor

*ATTEST:*

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kristen Bates, CMC  
City Clerk

Approved as to Form and Legality.

\_\_\_\_\_  
Vose Law Firm, City Attorney

[Exhibit A to follow.]

## EXHIBIT A

Parcel ID	Type of Use	Number	Street	Directional	City	Zip	Assessment Needed
21-13-31-0650-000A0-0920	MANUFACTURED HOME	653	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler
02-13-30-0650-000C0-0019	SINGLE FAMILY	2570	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
02-13-30-0650-000C0-0018	SINGLE FAMILY	2574	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
33-11-28-0000-01010-0020	IMPROVED AG	13726	STATE HWY 100	W	BUNNELL	32110	Exempt? Flagler to Notice
21-13-31-0650-000B0-0031	MANUFACTURED HOME	375	COUNTY RD 200		BUNNELL	32110	Need to Bill - Flagler
02-13-30-0650-000A0-0001	SINGLE FAMILY	1693	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
05-12-29-0000-02010-0000	IMPROVED AG	474	COUNTY RD 45		BUNNELL	32110	Exempt? Flagler to Notice
21-13-31-0650-000A0-0003	MANUFACTURED HOME	648	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000D0-0040	SINGLE FAMILY	100	TWIN LAKES RD	E	BUNNELL	32110	Need to Bill - Flagler
26-12-29-0000-01010-0020	SINGLE FAMILY	1310	COUNTY RD 90	E	BUNNELL	32110	Need to Bill - Flagler
14-12-29-5550-00020-0010	SINGLE FAMILY	1825	COUNTY RD 302		BUNNELL	32110	Need to Bill - Flagler
02-12-29-0000-01010-0020	IMPROVED AG	544	COUNTY RD 205		BUNNELL	32110	Exempt? Flagler to Notice
21-13-31-0650-000A0-0071	NO AG ACREAGE	649	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler
19-12-30-5550-00080-0030	SINGLE FAMILY	1400	BLACK POINT RD	W	BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000A0-0100	SINGLE FAMILY	665	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler
26-12-29-5550-00040-0014	SINGLE FAMILY	1230	COUNTY RD 90	E	BUNNELL	32110	Need to Bill - Flagler
19-13-30-1650-01060-0010	TIMBERLAND 80-89	8151	STATE HWY 11		BUNNELL	32110	Need to Bill - Flagler
02-13-30-0650-000A0-0027	SINGLE FAMILY	1771	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
36-12-30-0650-000A0-0110	IMPROVED AG	443	COUNTY RD 304		BUNNELL	32110	Exempt? Flagler to Notice
02-12-29-0000-01010-0060	SINGLE FAMILY	661	COUNTY RD 205		BUNNELL	32110	Need to Bill - Flagler
06-13-30-0000-03020-0000	IMPROVED AG	5760	STATE HWY 11		BUNNELL	32110	Need to Bill - Flagler
14-12-29-5550-00010-0020	IMPROVED AG	1711	COUNTY RD 302		BUNNELL	32110	Need to Bill - Flagler
02-13-30-0650-000B0-0011	SINGLE FAMILY	2271	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
27-12-30-0650-000D0-0050	IMPROVED AG	1965	OLD HAW CREEK RD		BUNNELL	32110	Need to Bill - Flagler
13-12-28-1800-01280-0190	MANUFACTURED HOME	1440	COUNTY RD 305		BUNNELL	32110	Need to Bill - Flagler
20-13-30-1650-01010-0040	IMPROVED AG	5840	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
19-12-30-5550-00080-0031	SINGLE FAMILY	1500	BLACK POINT RD	W	BUNNELL	32110	Need to Bill - Flagler
36-12-30-0650-000C0-0114	IMPROVED AG	1443	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
23-12-29-5550-00080-0020	IMPROVED AG	1330	COUNTY RD 75		BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000A0-0081	SINGLE FAMILY	85	TWIN LAKES RD	E	BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000B0-0032	MANUFACTURED HOME	760	SECRET TRL		BUNNELL	32110	Need to Bill - Flagler
19-13-30-1650-01060-0020	IMPROVED AG	8775	STATE HWY 11		BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000A0-0910	MANUFACTURED HOME	651	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler
20-13-30-1650-01010-0050	SINGLE FAMILY	6000	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
22-12-29-5550-00010-0000	PASTURELAND 2	986	COUNTY RD 75		BUNNELL	32110	Need to Bill - Flagler
26-12-29-5550-00040-0013	SINGLE FAMILY	1166	COUNTY RD 90	E	BUNNELL	32110	Need to Bill - Flagler
36-12-30-0650-000C0-0010	SINGLE FAMILY	1215	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
33-11-28-0000-01010-0031	TIMBERLAND 80-89	13748	STATE HWY 100	W	BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000A0-0097	SINGLE FAMILY	663	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler

Parcel ID	Type of Use	Number	Street	Directional	City	Zip	Assessment Needed
10-12-29-0000-02020-0021	MANUFACTURED HOME	801	COUNTY RD 25		BUNNELL	32110	Need to Bill - Flagler
27-12-30-5760-00080-0000	MOBILE HOME	1776	OLD HAW CREEK RD		BUNNELL	32110	Need to Bill - Flagler
26-12-29-5550-00040-0010	SINGLE FAMILY	1234	COUNTY RD 90	E	BUNNELL	32110	Need to Bill - Flagler
16-13-30-0000-01020-0000	IMPROVED AG	5404	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
27-12-30-5760-00070-0000	MANUFACTURED HOME	1800	OLD HAW CREEK RD		BUNNELL	32110	Need to Bill - Flagler
31-11-29-0000-01020-0000	IMPROVED AG				BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000A0-0095	MANUFACTURED HOME	661	FAVORETTA RD	E	BUNNELL	32110	Need to Bill - Flagler
09-12-29-0000-02020-0000	IMPROVED AG	7447	STATE HWY 100	W	BUNNELL	32110	Need to Bill - Flagler
27-12-29-5550-00010-0010	SINGLE FAMILY	926	COUNTY RD 90	E	BUNNELL	32110	Need to Bill - Flagler
09-12-29-0450-00000-0220	MANUFACTURED HOME	22	BIMINI LN		BUNNELL	32110	Need to Bill - Flagler
21-13-31-0650-000A0-0093	MANUFACTURED HOME	111	TWIN LAKES RD	E	BUNNELL	32110	Need to Bill - Flagler
03-13-30-0650-000D0-0011	SINGLE FAMILY	2800	COUNTY RD 304		BUNNELL	32110	Need to Bill - Flagler
26-12-29-5550-00040-0020	SINGLE FAMILY	1140	COUNTY RD 90	E	BUNNELL	32110	Need to Bill - Flagler



## City of Bunnell, Florida

### Agenda Item No. H.2.

Document Date: 5/1/2023 Amount: \$600,000  
Department: Infrastructure Account #: 404-0535-535.6200  
Subject: Request Contract No. 2023-04 Approval with PCEO, Inc. for the CMAR –  
WWTF Expansion and BNR Improvements Project  
Agenda Section: New Business:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
2023-04 PC Construction Agreement	Contract
2023-04 Agreement Exhibits	Exhibit

#### **Summary/Highlights:**

Staff is seeking approval of the Pre Construction Contract No. 2023-04 with PC Construction Company dba PCEO, Inc. in the amount of \$600,000 for the Construction Manager at Risk (CMAR) Services for the Wastewater Treatment Facility (WWTF) Expansion and BNR Improvements Project.

#### **Background:**

Request for Qualifications (RFQ) 2023-01 was issued for CMAR services. Qualification Statements were received on February 24, 2023. The City received one submittal from PC Construction.

The Selection Committee met on March 7, 2023, resulting in the recommendation to engage in negotiations with PC Construction. Commission approved the recommendation and to proceed with negotiations at its March 27, 2023, meeting.

The proposed agreement is for Preconstruction Work, identified in the RFQ as Task Order No. 1 covering the Scope of Work in exchange for compensation. The parties intend to execute a separate contract for the Task Order No. 2 Construction portion of the Project.

This initial contract establishes an Owner's Contingency in the amount of \$5,000,000 that will be utilized by the City to pay for the contractor's work per the Scope of Work and Rate Table and order equipment.

**Staff Recommendation:**

Approval of the Pre Construction Contract No. 2023-04 with PC Construction Company dba PCEO, Inc. in the amount of \$600,000 for the CMAR – WWTF Expansion and BNR Improvements Project.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

Funds for this purpose are budgeted in 404-0535-535.6200.

**City Manager Review/Recommendation:**

Approved.

CONTRACT FOR CONSTRUCTION MANAGEMENT AT RISK  
PRECONSTRUCTION PHASE SERVICES FOR CITY OF  
BUNNELL  
BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS  
TASK ORDER NO. 1

Between

THE CITY OF BUNNELL

AND

PC CONSTRUCTION COMPANY dba PCEO, Inc.

Contract # 2023-04,  
RFQ #2023-01

## **PRECONSTRUCTION PHASE SERVICES**

This Contract is for Construction Management At Risk Preconstruction Phase Work for the City of Bunnell WWTF Expansion and BNR Improvements, by and between the City of Bunnell, a Florida municipal corporation and a subdivision of the State of Florida, whose address is City of Bunnell, 604 East Moody Blvd., Suite 6, Bunnell, FL 32110 (hereinafter referred to as the "City") and PC Construction Company dba PCEO, Inc., 193 Tilley Drive, South Burlington, VT 05403 (hereinafter referred to as the "Construction Manager" or "CM").

### **RECITALS**

WHEREAS, the City intends to construct certain facilities to expand the treatment capacity of the City of Bunnell Wastewater Treatment Facility ("WWTF") and the addition of a new Biological Nutrient Removal ("BNR") system (such construction referenced hereafter as the "Project") at the WWTF, as generally described in the City's Request for Quotations ("RFQ") #2023-01. The City intends to construct the project via a Construction Manager at Risk contract. Therefore, the CM will be required to work cooperatively with the Project Engineer, CPH, LLC ("Engineer"), throughout design and construction, in accordance with the applicable design documents prepared by the Engineer; and

WHEREAS, the City desires the services of the CM to provide estimating and pricing, technical evaluation and other services as described in Exhibit A to this Contract during the preconstruction phase of the Project ("Task Order No.1"); and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of the City of Bunnell, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by CM and City, the parties agree and stipulate as follows:

### **ARTICLE 1**

#### **GENERAL DEFINITIONS**

**1.0** Definitions of terms in this Contract shall first be governed by this Contract and second by the incorporated Scope of Work (Exhibit A). In the event of any conflict between the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Contract and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G&C Merriam Co., 11<sup>th</sup> ed., July 2003, or any subsequent edition).

##### **1.1 AGENCY**

The State, a State agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Florida Statutes §380.06 or §§163.3220-163.3243.

##### **1.2 APPLICATIONS FOR PROGRESS PAYMENT**

The monthly invoices furnished and verified by the CM, which are to be used by the CM in requesting progress payments for work performed under this Contract, in a form agreed by the CM and the City.



**1.3 CALENDAR DAY**

Any day, including Saturdays, Sundays, and holidays regardless of weather conditions.

**1.4 CHANGE ORDER**

A written modification to this Contract, signed by the CM and the City or its designated representative(s) authorizing an addition, deletion, or revision in the Scope of Work, or an adjustment in the Contract Price or Contract Time, or other change to this Contract.

**1.5 CITY**

The City of Bunnell includes its districts, authorities, and separate units of government established by law, ordinance or resolution.

**1.6 CITY PROJECT MANAGER OR PROJECT MANAGER**

The City employee or authorized representative of the Engineer who is assigned to the Project and is responsible for the day-to-day administration of the Project for the City. The City may change the Project Manager at any time by providing written notice to the CM.

**1.7 CITY REPRESENTATIVE**

Also known as the Owner's representative who is the City Engineer or person designated by the City to review, approve and make decisions regarding the Work.

**1.8 CM PROJECT MANAGER OR PROJECT MANAGER**

The individual responsible for the day-to-day administration of the project for the CM.

**1.9 COMPENSATION**

The amount paid by the City to CM for services under this Contract, regardless of whether stated as lump-sum compensation, hourly rates, overhead rates, Fee or other figures or formulas from which compensation can be calculated, which includes the total monies payable to the CM under this Contract including all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Scope of Work and authorized under this Contract.

**1.10 CONSTRUCTION**

All labor, services, and materials provided in connection with the alteration, repair, demolition, construction, reconstruction, or any other improvements to real property. The parties contemplate the possible performance of limited preliminary construction activities under this Contract, as described in the Scope of Work, with the bulk of construction taking place under the Construction Phase Contract. The Scope of Work for this Contract does not include any construction work. If City and CM agree to proceed with construction under this Contract, such Work shall be added by Change Order funded by the contingency referenced herein. Any unused portion of the contingency shall be retained by Owner or carried forward to the Construction Phase Contract GMPs.

**1.11 CONSTRUCTION MANAGER or “CM”**

The entity identified above as the Construction Manager. The CM shall be qualified to perform work pursuant to Florida Statutes §489.105 and registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances. CM shall possess the correct occupational license, professional license and any other licenses, registrations, and governmental authorizations necessary to perform the CM’s Work, as required by any Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**1.12 CONSTRUCTION PHASE CONTRACT OR PHASE 2 TASK ORDER**

The contract between City and CM for construction performance phase work for the Project.

**1.13 CONSTRUCTION PHASE GMP(s)**

The Guaranteed Maximum Price amendment(s) agreed to by CM and the City for Work under Construction Phase Contract.

**1.14 CONSULTANT**

Any entity performing services for which design professional licensing and registration is required under Florida law. In addition, Consultant must be a professional engineer or engineering firm, an architect (or registered landscape architect, surveyor and mapper, professional engineer, architect, or registered landscape architect providing professional services within the meaning of Section 287.055, F.S.), who is registered in the State of Florida.

**1.15 CONTRACT**

This agreement between the City and CM for Preconstruction Work, identified in the RFQ as Task Order No. 1, with binding legal force, covering the Scope of Work in exchange for compensation. The parties intend to execute a separate contract for the Task Order No. 2 construction portion of the Project, as generally described in the RFQ, with the exception of any early-work construction that may be authorized and agreed by Change Order under this Contract.

**1.16 CONTRACT ADMINISTRATOR**

The City designee responsible for addressing any concerns within this Contract. [Need City to identify correct person or persons.]

**1.17 CONTRACT BONDS**

The securities (Performance and Payment Bonds) furnished by the CM and the surety under this Contract and the Construction Phase Contract as a guarantee that the CM will fulfill the terms of the Construction Phase Contract in accordance with the specifications, drawings and other contract documents. Such securities shall fully comply with Florida law. On agreement to the Guaranteed Maximum Price for the Construction Phase, CMAR may, at City’s option, provide a bond in the amount of 5% of the GMP amount to guarantee CMAR’s execution of the CMAR Agreement and CMAR’s provision of Performance and Payment bonds for the full GMP amount.

## **1.18 CONTRACT DOCUMENTS**

The Contract Documents comprise this entire Contract and its attached exhibits and addenda between the City and the CM, including the following, listed in order of precedence:

- (1) Any Change Orders to this Contract issued after its execution;
- (2) Addenda (including RFIs and Engineer's responses to RFIs) issued before the execution of this Contract.
- (3) This Contract;
- (4) Exhibits;
- (5) Certificates of insurance;
- (6) FDEP Supplementary Conditions;

## **1.19 CONTRACT PRICE**

The Contract Price for this Contract shall be \$600,000.00 based on the Scope of Work in Exhibit A, subject to adjustment for Change Orders, excusable delays, and any scope changes, additions or deletions and any other basis for adjustment stated in the Contract Documents or in any Change Order documentation. Change Order pricing shall be based on the rates set forth in Exhibit C for CM's workforce, together with the price of any contracts executed by CM with third parties, and Fee on such third-party contracts and on the rates in Exhibit C. The Contract Price includes an owner contingency amount of \$5,000,000 for currently estimated costs of construction Work that may be performed under this Contract or for other uses determined by Owner.

## **1.20 CONTRACT TIME**

The number of consecutive days for the completion of Work tasks and activities under this Contract, as set forth in Exhibit A.

## **1.21 DAY**

A calendar day of twenty-four hours measured from midnight to the next midnight.

## **1.22 DELIVERABLES**

The documents to be provided by CM under this Contract and other documents that may be required that meet the requirements defined in the Contract Documents.

## **1.23 DRAWINGS/PLANS**

The final "Issued for Construction" specifications, drawings and plans which have been prepared and signed and sealed by the Engineer, which show the location, character, dimensions, and details of the work to be done under the Construction Phase Contract. The CM shall provide input to the Engineer as required by this Contract, but final design decisions are made by the Engineer, and the CM shall have no liability in connection with the Project design except where design is expressly delegated by the Contract Documents to CM by the Contract Documents.

## **1.24 EFFECTIVE DATE**

The date that this Contract is fully executed by CM and the City.

**1.25 ENGINEER OR ENGINEER OF RECORD**

CHP, Inc. or such other individual or entity as Owner may designate in writing. City shall promptly notify CM if the Engineer of Record is replaced.

**1.26 FORCE ACCOUNT WORK**

Work performed in addition to that set forth in the Scope of Work or in supplemental contracts or change orders, and which is paid for on the basis of cost of materials and labor, plus a fixed percentage of such costs.

**1.27 GUARANTEED MAXIMUM PRICE (GMP)**

The Scope of Work under this Contract includes completing a GMP Proposal or Proposals for the Construction Phase Contract of the Project, as generally defined in the RFQ. The GMP(s) shall include sales, use and similar taxes which are legally required to be paid. Taxes included in any GMP shall be segregated by category of taxes so that the City may ensure that any tax exemptions applicable to City are excluded from any GMP. The GMP amount shall be composed of Reimbursable Costs, Fee, General Conditions, and any agreed Allowances, and Contingency funds.

The value included in any GMPs for General Conditions and supervision shall be defined as a fixed amount and agreed upon by the City and the CM at the time the GMP is accepted by the City. The GMP shall guarantee only the cost of completing Work under applicable GMP Amendment, and shall not be a "line item" GMP. Cost savings, if any, shall be divided between the City and the CM, with the City receiving 60% of any such savings and the CM receiving 40% as part of the net aggregate savings established at the time the final accounting is submitted, at the completion of the Work included in the GMP Amendment.

**1.28 IMPROVEMENT**

Any building, structure, construction, demolition, excavation, solid-waste removal, landscaping, or any part thereof existing, built, erected, placed, made, or done on land or other real property for its permanent benefit.

**1.29 LABOR COST**

Costs of labor for all of the personnel identified in Exhibit C attached hereto ("Rate Sheet"), reasonably incurred by the CM in the performance of this Contract. Labor costs shall be charged and paid at the rates set forth in the Rate Sheet.

**1.30 MATERIALMAN**

Any person who furnishes materials under contract to the City, CM, Subcontractor, or Sub-subcontractor for incorporation into the Project no labor or incidental labor in the installation thereof.

**1.31 MATERIALS**

Any goods intended for incorporation into any structure, facility, or appurtenance, or of other work.

**1.32 NOTICE TO PROCEED**

Mutual execution of this Contract by the City and the CM shall constitute full Notice to Proceed with Work under this Contract.

**1.33 OWNER**

The City of Bunnell, Florida.

**1.34 PAYMENT BOND**

A bond, which assures payments, as required by law, to persons and entities supplying labor or material for the completion of the Construction Phase Contract.

**1.35 PENAL SUM**

The amount in which a bond is issued is called the "penal sum," or the "penalty amount," of the bond.

**1.36 PERFORMANCE BOND**

A bond given by a surety on behalf of the CM to ensure the proper performance of the Work under the Construction Phase Contract.

**1.37 PERSON**

The word "person" shall mean and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons."

**1.38 PRE-CONSTRUCTION CONFERENCE**

The meeting of all the parties involved with the planning and execution of the construction of the Project.

**1.39 PRECONSTRUCTION DURATIONS**

Exhibit A to this Contract establishes expected durations for Preconstruction tasks and activities. Actual start and end dates for such activities cannot be established in the Contract, and will vary depending on the timing of design and other activities not under the control of CM. CM shall use best efforts to complete tasks and activities within the durations stated in Exhibit A, subject to delays by Owner, Engineer or Force Majeure and Change Orders.

**1.40 PRINCIPAL**

When used in bonds, the word "Principal" means the same as "CM."

**1.41 PROPOSAL**

The document submitted by the CM in response to the RFQ and used to determine if the CM is highly qualified.

#### **1.42 RESIDENT PROJECT REPRESENTATIVE**

An employee of the City or an authorized representative of the Engineer who is assigned to the project and is responsible for overseeing that the work is constructed in accordance with the requirements of the drawings and specifications.

#### **1.43 SCOPE OF WORK**

The services/work to be performed under this Contract are set forth in the Scope of Work attached hereto as Exhibit A. Contractor acknowledges that City may require that certain Construction work and other work not included in Exhibit A be performed under this Contract. In such case, the City and CM shall execute a change order adding such work to the Scope of Work under this Agreement and adjusting the Contract Price and the schedule.

#### **1.44 SPECIFICATIONS**

The documents prepared by or on behalf of the Engineer that establish the material, performance and other requirements of goods and services. The City may authorize CM to utilize specifications prior to issuance of "issued for construction" specifications to allow CM to timely proceed with Work under this Contract, provided that Contractor shall not be responsible for any costs, expenses or damages due to later modification of such preliminary or interim specifications in the final design documents.

#### **1.45 SUBCONTRACTOR**

A person other than a materialman or equipment lessor who enters into a contract with the CM for the performance of any part of the Work.

#### **1.46 SUB-SUBCONTRACTOR**

A person other than a materialman or equipment lessor who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract.

#### **1.47 SUPERINTENDENT**

The CM's authorized representative responsible for the Work at all times.

#### **1.48 SURETY**

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy the obligations of a contract.

#### **1.49 TRADE CONTRACTOR**

Any subcontractor utilized by CM to perform construction services.

## **ARTICLE 2**

### **PURPOSE AND INTENT OF THE CONTRACT DOCUMENTS**

**2.0** The primary purpose and intent of this Preconstruction Contract for the Bunnell WWTF Expansion and BNR Improvements Project is to secure for the City the services of a firm thoroughly experienced and highly qualified in both the "hands-on" construction methods and techniques, as well as the efficient management of construction operations to provide technical consultation on the Project; to determine the cost of constructing each component of the Project and the associated contingency funds required, thereby arriving at the estimated Project budget and ultimately establishing the Construction Phase GMP(s), to schedule the Project efficiently for the construction phase, and prepare a Construction Phase Project Schedule such that the Project will be ready for occupancy at the earliest reasonably practical date; and to review the design documents for the Project with the Engineer and the City and advise upon efficient use of materials and construction methods to be employed for achieving quality construction at reasonable cost.

**2.0.1** The CM covenants with the City to furnish prudent and professional skill and judgment in the performance of the Work, in accordance with the standard of care applicable to CMs experienced with similar projects. The CM agrees to furnish efficient business administration, construction management and superintendence and to always endeavor to complete the Project in an expeditious and economical manner consistent with the interest of the City. To that end, the CM will maintain cost and schedule control systems and perform screening of Trade Contractors to obtain a high quality of construction consistent with the requirements of the Contract Documents.

**2.0.2** Upon notice that the City elects to proceed with the Construction Phase Contract for the Bunnell WWTF Expansion and BNR Improvements Project, the CM shall post performance and payment bonds each in the amount of 100% of the Construction Phase Guaranteed Maximum Price, and upon written "Notice to Proceed," shall immediately commence the performance of the work required under the Construction Phase Contract.

**2.0.3** The CM shall provide the insurance and bonding for the Project as required in Article 6.

### **2.1 EXHIBITS**

**2.1.1** The exhibits listed below are incorporated into and made a part of this Contract.

- 2.1.1.1** Exhibit "A" - Scope of Work
- 2.1.1.2.** Exhibit "B" - Insurance Requirements
- 2.1.1.3.** Exhibit "C" – Rate Sheet

### **2.2 AUTHORITY FOR CONTRACTING**

**2.2.1** By executing this Contract, the CM represents that it has visited the site and generally familiarized itself with project and local conditions in accordance with the pre-Proposal activities ordinarily performed by experienced and prudent CMs, which will assist the CM in developing the Deliverables and completing the Work under this Contract. Such initial activities include, without limitation:

- 2.2.1.1** The location, conditions (not including concealed conditions of pre-existing hazardous materials at the Project site), layout and nature of the

Project site,

- 2.2.1.2** Anticipated labor supply and costs, and
- 2.2.1.3** Availability and anticipated cost of materials, tools, equipment, and other similar matters.
- 2.2.2** Prior to commencing on-site Work, if any, CM shall submit to the City for City's approval the CM's safety plan for on-site Work to be performed under this Contract. CM shall comply with the approved safety plan at all times, and City shall have no responsibility for any unsafe acts, omissions of practices of CM. CM shall require any subcontractors and other persons or entities performing Work on the site to comply with CM's approved safety plan or to develop separate safety plans at least as stringent as CM's safety plan. CM's safety plan and any subcontractor safety plan shall fully comply with the requirements of the Federal Occupational Safety and Health Act and any safety requirements imposed by Florida or local law.
- 2.2.3** This Contract between the City and the CM is intended solely for the benefit of the City and the CM and no other persons or entities.
- 2.2.4** The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- 2.2.5** Work not covered in the Contract Documents shall not be required or authorized unless it is authorized in advance by City and agreed by Change Order.
  - 2.2.5.1** Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

### **ARTICLE 3**

#### **CONSTRUCTION MANAGER PRECONSTRUCTION WORK**

- 3.0 Review of Plans and Specifications.** Review all plans and specifications prepared by Engineer and advise on site, foundation, building systems, materials and equipment, construction feasibility, availability of labor and materials, time requirements for procurement, installation and construction relative costs, and provide recommendations for economies as appropriate. Technical consultation to the Engineer and Engineer's consultants shall not infringe upon or limit the design responsibility of those disciplines. The CM shall make recommendations relating to the cost, constructability and other such technical and economical characteristics of a particular design or material selection; however, if such recommendations are accepted for incorporation into the Project, their application with regard to structural stability and life safety shall be the responsibility of the Engineer.
- 3.1 Technical Proposals.** Review performance specifications, consult with the Engineer and City on the structuring of requests for proposals for the procurement and installation of technical systems and components of the Project and verify their availability. The CM shall issue requests for proposals for goods and services authorized by this Contract to qualified sources and shall receive proposals and execute purchase orders and subcontracts as approved by Owner.
- 3.2 Cost Consultation.** The CM shall provide regular cost consultation service for the duration of this Contract. The CM shall prepare solicitation and purchasing documents for authorized purchases and be responsible for procurement and construction cost estimates. The CM shall prepare final cost estimates for all early procurement of equipment and materials; for all building



systems and components; and for all construction labor.

- 3.3 Value Engineering.** The CM shall review the plans and specifications as prepared by the Engineer and perform value engineering services. The City Representative, the Engineer and the CM shall review the proposed changes and the City shall determine which shall be incorporated into the plans and specifications. Value engineering by CM shall be in accordance with Section 8.2(A)(5) of the RFQ.
- 3.4 Long Lead Time Procurement.** Identify, recommend for purchase, and expedite the procurement of equipment, materials and supplies which require long lead time for procurement or manufacture.
- 3.5 Construction Documents.** Make recommendations to the City and the Engineer regarding the division of Work into separate bid packages to affect economy and permit phasing of procurement and construction. Consideration shall be given to such factors as type and scope of work, time of performance, availability of labor and materials, community relations, factory versus on-site production costs, shipping costs and size limitations, building code restrictions, local ordinances requirements, and other limiting factors.
- 3.6 Trade Work Coordination.** Review and analyze the plans, specifications and schedules for the Project and make the necessary recommendations to minimize conflict between Trade Contractors.
- 3.7 Project Site Facilities.** Review the Plans and Specifications to verify that they contain provision for all temporary facilities required for the performance, management, inspection and supervision of the Work.
- 3.8 Bidding Documents and Advertisement for Bids.** In collaboration with the Engineer, review all design documents, divide the Work in bid packages, and assemble complete bid data, including copies of plans and specifications provided by the Engineer, so as to encourage maximum competition among qualified bidders and to obtain a reasonable price for good quality work. Prepare invitations for bids describing each package clearly, accurately and in sufficient detail to inform prospective bidders of the nature and scope of the work including instructions for submitting qualifications. Prepare a list of potential bidders for the various portions of the Work for review with the City. Verify references and previous performance of potential bidders and review all such findings with the City. The procedure for advertising, pre-qualification, bidding and awarding trade contracts shall be agreed upon by the City and the CM.
- 3.9 Obtaining Competitive Bids.** The CM shall endeavor to achieve competition among qualified bidders in order to obtain a reasonable price for acceptable work. Using its experience and knowledge as a CM experienced with this type of Project, the CM shall develop Trade Contractors' interest in the Project by publicizing the invitation for bids through distribution to reputable local Trade Contractors and suppliers, posting in public places, advertising in newspapers and trade journals, and such other means as may be appropriate, in sufficient time to enable prospective bidders to prepare and submit their qualifications. CM shall, in close collaboration with the City's representatives, schedule and conduct pre-bid conferences to inform prospective bidders of the requirements of the Contract Documents, provide clarifications and answer questions as necessary. The specific requirements of compliance with the laws and regulations of various governmental agencies having jurisdiction over the Project shall be fully explained and emphasized at the Preconstruction Conference. The CM may require bidders to submit bid bonds and evidence of bonding capacity, as well as meet specified qualifications as a prerequisite to bidding on the Work; however, unnecessarily restrictive requirements which might unduly limit the number of bidders shall be avoided. Specific instructions stating clearly whether

bonding is required or not shall be included with each bid package.

- 3.9.1** Solicit competitive bids on all bid packages from qualified Trade Contractors, in accordance with Section 8.2(A)(6) of the RFQ. Analyze and evaluate the bids received and their relationship to budgeted amounts and prepare for review with the City bid tabulation and such other supporting data as necessary to properly compare the bids and their responsiveness to the desired scope of work. Review the scope of work in detail with apparent qualified low bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to the City for award of trade contracts. Award and execute trade contracts as authorized under the Contract Documents with the successful bidders. Provide to the City copies of any fully executed trade contracts, insurance certificates and bonds.
- 3.9.2** Should the City have objections to awarding a contract to any pre-qualified Trade Contractor or Materialman, the City shall timely notify the CM upon review of the pre-qualified bidders list. The CM shall not solicit a bid proposal from a bidder so rejected.
- 3.9.3** CM may self-perform any part of the Preconstruction or Construction Phase Work for which CM holds any necessary legal authorizations. However, if CM intends to self-perform any trade Work, CM shall submit to the City its bid for the proposed Work and the bids of two subcontractors to the City and Engineer, and the lowest-price responsive bid submitted by a responsible bidder shall be selected. Notwithstanding the foregoing and upon City's written approval, the CM may perform with its own employees work of a Trade Contractor who fails to perform in accordance with the provisions of its trade contract or if CM's performance of some portions of the Work will result in cost savings to the City.
- 3.9.4 Preparation of the Construction Phase GMPs.** The Scope of Work under this Contract includes CM's development, on an open-book basis, and submission to City of a proposed Guaranteed Maximum Price for the scope of work under the Construction Phase Contract at 90% completion of the design. The GMP Proposals shall be submitted within forty-five (45) days of completion of the 90% contract drawings and technical specifications for the proposed facility expansion and BNR improvements. The GMP Proposal shall be valid and binding for CM for 60 days after submission of the GMP Proposal to the City by the CM. The cost estimate will be a summary of general conditions, general requirements, insurance, bond, fees, costs of the Work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications. GMP Proposal shall include an itemized GMP, summarizing the agreed or anticipated cost for each component of the Work as it was packaged and bid and establishing the amount of contingency funds required. Upon agreement between the City and the CM on the GMP, a GMP amendment shall be mutually executed and incorporated into the Construction Phase Contract. The GMP shall represent the maximum price for which CM will construct the Project, as represented in the Design Documents, including a fee for CM's services. The GMP will be subject to modification for changes in the Construction Phase Contract Documents approved by the City and for additional costs arising from delays caused by persons, entities, events, or circumstances beyond the reasonable control of the CM and for other circumstances provided for in the Construction Phase Contract. The Plans and Specifications, the Site Plan and Survey, and all soil and subsurface investigations upon which the GMP is established shall be identified in the Construction Phase Contract. Reimbursable Costs under the Construction Phase Contract are set forth in Sections 3.9.5 and 3.9.6 below. The CMAR Contractor shall

prepare a cost estimate based on the Contract Drawings and Technical Specifications within (45) calendar days of receipt of the existing Contract drawings and specifications (60%). The CMAR Contractor shall prepare an updated estimate after the Value Engineering and Constructability Workshop, based on the seventy-five percent (75%) Contract Drawings and Technical Specifications within thirty (30) calendar days of receipt of the drawings and technical specifications. Any significant deviations from the previous cost estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

**3.9.5 Direct Labor Cost.** This category of expenses shall include direct labor costs (provided the GMP is not exceeded) limited to the following cost items:

**3.9.5.1** Wages and employee benefits as may be payable, paid for labor, supervisory and office employees, in the direct employ of the CM and used for performing the Contract work, whether at the site or off-site, invoiced and paid in accordance with the Rate Schedule developed by CM and approved by City and to be attached to the GMP amendments;

**3.9.6** Travel, lodging and relocations expenses of CM's officers or employees incurred in the discharge of duties connected with the Project in accordance with the City of Bunnell travel reimbursement policy or, if no such policy exists, in accordance with CM's policy as approved by City. The Cost of the Work shall include, without limitation, the cost items set forth as follows:

**3.9.6.1** The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof.

**3.9.6.2** Payments made by the CM to its Trade Contractors for work performed for the Project under trade contracts;

**3.9.6.3** The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers, which are used and/or consumed in the performance of the Work and the cost, less salvage value on items used but not consumed which remain the property of the CM. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work, which shall be incorporated in the trade contracts cost;

**3.9.6.4** Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the CM or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project;

**3.9.6.5** Cost of the bonds which the CM is required to provide. Insurance reimbursement to CM may be at a fixed rate agreed by the CM and City;

**3.9.6.6** Sales, use, excise, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the CM or

it vendors or subcontractors are liable;

- 3.9.6.7 Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than CM's own negligence;
- 3.9.6.8 Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlement made with the written approval of the City;
- 3.9.6.9 The cost of corrective work (within the GMP limit);
- 3.9.6.10 Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items;
- 3.9.6.11 Cost of debris and trash removal including daily cleanup;
- 3.9.6.12 Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.;
- 3.9.6.13 Cost related to emergencies affecting the safety of persons and loss of property;
- 3.9.6.14 Legal costs properly resulting from prosecution of the Work for the City, provided that they are not the result of CM's own negligence or malfeasance. Legal costs incurred in connection with disputes with the City shall not be included in the Cost of the Work;
- 3.9.6.15 Cost of items related to the Project Safety Program including but not limited to barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and likely items;
- 3.9.6.16 Cost of watchmen or similar security services;
- 3.9.6.17 Cost of survey, measurement and layout work required for the proper execution of the Work;
- 3.9.6.18 Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by CM in connection with the Work;
- 3.9.6.19 Cost of preparation of shop drawings, coordination drawings, photographs, and "as-built" documentation;
- 3.9.6.20 Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work;
- 3.9.6.21 Costs incurred during the warranty period after completion of the Project (within the GMP limit);
- 3.9.6.22 Costs of background checks required by the City; and

3.9.6.23 Other costs incurred in connection with the Work, with the City's prior approval.

**3.9.7 CM's Fee.** CM's Fee for Change Orders to this Contract and for all Work under the Construction Phase Contract shall be 9.5% of the Cost of the Work. The CM fee shall include the following:

3.9.7.1 Salaries or other compensation of CM's employees at the principal office and branch offices, except employees listed in the rate sheet;

3.9.7.2 General administrative and operating expenses of CM's principal and branch offices other than the Project site office;

3.9.7.3 Any part of CM's capital expenses, including interest on CM's capital employed for the Project, if any; and,

3.9.7.4 Cost in excess of the Guaranteed Maximum Price, if any is incurred.

**3.9.8** Adjustments of the Fee shall be made only as follows:

3.9.8.1 For approved changes in the Work, an increase to the Fee in an equitable amount to be included in the Change Order.

3.9.8.2 If the CM is placed in charge of the reconstruction of any insured or uninsured loss, the fee shall be increased in the same proportion as set forth in Section 3.11.4.1.

**3.9.9 Exclusions.** The GMPs shall not include such Project expenses as cost of site, site survey and subsurface investigations, professional design fees except for professional design services required of the CM under the Contract Documents or applicable law.

## **ARTICLE 4**

### **CONTRACT TIME**

**4.0** CM shall endeavor to complete Work under this Contract with the durations established in Exhibit A. Based upon the 60% and 75% estimates and the 90% Construction Phase GMP Proposal, the CM and the City will collaborate to address any budget estimate differences in order to reach Construction Phase GMPs satisfactory to both the CM and the City. Such action by the CM and the City shall be accomplished within a maximum of twenty-one (21) days of submission of the applicable GMP Proposal unless additional time is mutually agreed to. Approval of the GMP shall not be unreasonably withheld.

## **ARTICLE 5**

### **EXECUTION OF CONSTRUCTION PERFORMANCE PHASE CONTRACT**

**5.0** Upon the City's approval of the Construction Phase GMP Proposal as provided for herein, the CM agrees to enter into the Construction Phase Contract on the basis of the agreed Construction Phase GMP.

- 5.1 During the performance of this Contract and the Construction Phase Contract when it is entered into by City and CM, the CM shall not be considered an employee of the City, or City's agent. The CM shall perform its services and duties consistently with such status and will make no claim or demand for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workman's compensation, disability benefits, accident or health insurance, unemployment insurance, social security, or retirement membership.

## **ARTICLE 6**

### **INSURANCE AND BONDING**

#### **6.0 INSURANCE REQUIREMENTS.**

6.0.1 **Required Types of Insurance.** The CM shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit B, in the form and from companies satisfactory to the City. Any additional insurance required for on-site Work under this Contract shall be added if the parties execute a Change Order for on-site Work.

#### **6.1 Bonding Requirements**

6.1.1 Upon agreement to a GMP under the Construction Phase Contract, the CM shall furnish separate performance and payment bonds as security for the faithful performance and payment of all its obligations under the Construction Phase Contract Documents. These bonds shall be in amounts equal to the total value of all agreed GMPs at any time and in such form as prescribed pursuant to §255.05 Florida Statutes and otherwise in compliance with Florida law and with such sureties as are acceptable to the City. The bonds shall become effective upon execution of the GMP for the Construction Phase Contract and shall remain in effect for one (1) year beyond the date of the certificate of substantial completion of the Construction Phase Work as a protection to the City against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period. The bonds shall provide coverage for CM's default on either performance or payment at one hundred percent (100%) of the Construction Phase GMP amount. If the City and the CM agree to performance of construction Work under this Contract, CM shall also provide performance and payment bonds for the full value of such construction Work.

6.1.2 The bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida with an agent registered in the State of Florida. The Attorney-in-Fact, or other officer who signs such bonds for the surety company must file with such bonds a certified copy of its Power-of-Attorney authorizing it to do so.

6.1.3 **Qualification of Sureties.** The following requirements shall be met by surety companies furnishing performance, payment, or any other type of bonds:

6.1.3.1 The surety shall be rated "A" or better on the Financial Strength Rating (FSR)

and Class "V" or better on the Financial Size Category by Best's Rating Center, published by A. M. Best Company. Financial Strength Rating of companies providing insurance for the project shall be "**A**" or better and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

- 6.1.3.2** The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

## **ARTICLE 7**

### **CM'S PAYMENT UNDER THIS CONTRACT**

- 7.0** Payments for services performed under this Contract will be made after receipt of properly executed requests for payment as follows:

- 7.0.1.** The CM shall submit to the City a monthly invoice for Work completed under this Contract in accordance with schedule of values to be agreed by City and CM. Within twenty (20) business days after CM's submission of a proper monthly statement, the CM shall be paid any money due for Work covered by said statement less any disputed amounts. The CM shall be notified of disputed amounts within twenty (20) business days of the City's receipt of the statement. All payments made by City shall be subject to the Florida Prompt Payment Act (Florida Statute §218.70). CM is also permitted to include in its monthly statements any funds that are anticipated to be required to be paid to vendors of long-lead items within forty-five (45) days following the date of submission of the applicable monthly statement.

## **ARTICLE 8**

### **TERMINATION**

- 8.0 City's Right to Stop the Work.** The City shall have the right to stop the Work or a designated portion thereof for any material breach of this Contract or material safety violation by CM or its Subcontractors or Supplier of any tier, or for such other reason as would make the continuance of the Work or a designated portion thereof no longer feasible. Notice of such action by the City shall be made in writing to the CM and shall not restrict or limit in any way the remaining provisions of this Contract.
- 8.1 Termination by the City for Cause.** If the CM fails to perform any of its material obligations under this Contract, the City may give the CM written notice of the deficiency and direct immediate corrective action. If the CM fails to perform in accordance with such notice within seven (7) days from the receipt of City's written notice, the City may perform the work involved and deduct the costs from funds due or to become due CM. The CM shall have the right, however, to make good any deficiencies or commence to cure any default during the seven (7) day period following written notice and thereafter diligently pursue cure efforts.
- 8.1.1** If the CM fails to furnish City with assurances satisfactory to the City evidencing the CM's ability to complete the Work in compliance with the requirements of the Contract Documents, or if it fails after commencement of the Work to proceed continuously with

the construction and completion of the Work for more than ten (10) consecutive days, except as permitted under the Contract Documents or if it makes a general assignment for the benefit of its creditors approved by City Council prior to said assignment, or if a trustee or receiver appointed on account of its insolvency is unable to maintain progress, or if it refuses or fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Materialmen, subcontractors or others with whom CM contracts under this Contract, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is guilty of a substantial violation of a provision of this Contract, then the City may, without prejudice to any right or remedy and after giving the CM and its surety ten (10) days' written notice, during which period the GM/GC fails to commence and thereafter continue to cure the violation, terminate this Contract and take possession of the Project site and of all materials, equipment, tools, construction equipment and machinery thereon and may finish the Project by whatever reasonable method the City may deem expedient. CM shall be liable for excess completion costs incurred by City. In the event of such termination, the City shall reimburse the CM for any unpaid and undisputed portion of the Cost of Work incurred by CM (subject to any GMP) up to the time of termination. The CM shall not be entitled to any compensation for City's use of such materials, equipment, tools, construction equipment and machinery. However, at the completion of the Work, such materials, equipment, tools, construction equipment and machinery which were not incorporated in the Project shall be returned to the CM.

**8.2 Termination by the City for Convenience.** If the City terminates this Contract other than pursuant to Section 8.1.1, the CM shall be reimbursed for any unpaid portion of the Cost of Work which has been incurred up to the time of termination, post-termination costs including demobilization costs, plus Fee on such Cost of Work and the plus an agreed termination fee, plus subcontractor and purchase order cancellation charges, if any, incurred by the CM as a direct result of the termination. In case of such termination of the Contract, the City shall further assume and become liable for the obligations, commitments, and unsettled claims that the CM has previously undertaken or incurred in good faith in connection with the Project. The CM shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the City may require, for the purpose of fully vesting in the City the rights and benefits of the CM under such obligations or commitments.

**8.3 Termination by CM.** If the Project is stopped in whole or a substantial part, through no act or fault of the CM, for a period of ninety (90) consecutive days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, or because of City's failure to make payment for work performed in accordance with the Contract Documents, then the CM may, upon ten (10) days' written notice to the City and the Program Manager, terminate this Contract and recover from the City payment in accordance with Section 8.2 above. The City shall have the right; however, to make any required payment or cure any default during the 90-day period following written notice and, in such event, neither the Contract nor the Work under the Contract shall be terminated.

## **ARTICLE 9**

### **CLAIMS, DISPUTES, AND INDEMNIFICATION**

**9.0 Claims.** Under this Contract the CM shall not have the right to compensation to satisfy any claim for costs, liabilities, or debt of any kind from any act or omission attributable to the City



unless the CM has provided notice to the City within twenty (20) days of the event giving rise to the claims and unless the detailed claim therefore is delivered to the City within twenty (20) days following the notice. The detailed claim shall include:

- 9.0.1 The date of the occurrence of the event giving rise to the claim and the date and manner of CM's compliance with the notice requirements of this Article 9A, and
- 9.0.2 The reasons upon which the CM bases its claim, demonstrating thereby that the costs, liabilities, or debts reflected in the claim are not already a part of the GMP or other Contract Price and its compensation under the Contract and therefore specific relief is due it for the claim.
- 9.0.3 The City shall respond to the claim within twenty (20) days after receipt of a claim. In the event there is no resolution of the claim from that response, the CM reserves his right to seek legal redress.
- 9.0.4 **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 9.1 **Mediation.**

- 9.1.1 The CM and the City shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The CM and City Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and any applicable scope of services. Issues shall be escalated to successive management levels as indicated in Section 9.1.3 below.
- 9.1.2 If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within ten (10) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 9.1.3 Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designated representative(s) shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative(s) within ten (10) business days, the Project Managers or designated representative(s) shall escalate

the dispute as indicated below.

<b>Business Days</b>	<b>CM's Representative</b>	<b>City Representative</b>
10	CM Project Manager	Project Manager
10	CM's Vice President	Director of Purchasing and Contracts
20	CM's Senior Vice President or President	City Manager

- 9.2 Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may commence litigation in a court of competent jurisdiction. Any trial shall be non-jury, each party expressly agreeing to waive any right to a trial by jury for any and all claims. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.
- 9.3** The CM shall carry on the Work and maintain the progress under the agreed schedule during any administrative or judicial proceeding, unless otherwise agreed by the CM and the City in writing, and the City shall continue to make payments on undisputed pay requests or invoices to the CM in accordance with the provisions of this Contract.
- 9.4** All claims, disputes and other litigation shall be determined under the judicial system of the State of Florida. Venue for litigation shall be the Circuit Court of Flagler County, Florida. CM and the City waive all rights to trial by jury in any litigation arising from this Contract.
- 9.5 Truth in Negotiation.** The proposer certifies to Truth-in-Negotiations and the wage rates and other factual unit costs supporting the compensation, during the open-book GMP process, are accurate, complete, and current at the time of contracting. Further, the mutually agreed upon GMP and any additions thereto shall be adjusted to exclude any significant sums where the City determines the GMP price was increased due to inaccurate, incomplete, or non-current wage rates (except that agreed wage rates shall not be subject to adjustment) and other factual unit costs. Such adjustment must be made within one (1) year following the end of the Contract.
- 9.6 Indemnification.**
- 9.6.1** CM shall indemnify and hold harmless the City and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third-party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, subcontractors, agents or representatives.
- 9.6.2** In all claims against City, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status for this Contract, and any employee of CM or anyone directly or indirectly employed by CM or anyone for whose acts CM is held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CM, or any contractor,

subcontractor or sub- subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

- 9.6.3 The indemnification requirements stated in subsections 9.6.1 and 9.6.2 herein shall survive the termination of this Contract.

## **ARTICLE 10**

### **MISCELLANEOUS**

- 10.0 Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract, except the City's obligation to pay amounts owed under this Contract, to the extent such failure or delay necessarily results from the occurrence of a "Force Majeure Event," defined as an event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any government law or regulation not otherwise in effect at the time of execution of this Contract or any modification of law or regulation, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, supply chain issues and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:
- 10.0.1** Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 10.0.2** Upon the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence of such event in writing and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within ten (10) days following the impact or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the affected party from providing notice within such time period.
- 10.0.3** In the event of a Force Majeure Event, the Contract Time shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract. If a Force Majeure event causes CM to incur additional and unanticipated costs that cannot be avoided through the exercise of due diligence, Contractor may seek an equitable adjustment to the Contract Price.
- 10.0.4** CM warrants and represents that, pursuant to Sections 287.132 and 287.133, Florida Statutes, it has at no time been placed on the Convicted Vendor list, and that in no event will CM execute any contract in connection with the Work with any person or entity that has been placed on the Convicted Vendor list.
- 10.1 Claims Notice.** The CM shall timely report in writing to the City's Infrastructure Director any incident which it believes might result in claims under any of the coverages mentioned herein.

Name: Dustin Vost, Infrastructure Director  
Address: PO Box 756, Bunnell, FL 32110  
Telephone: 386-283-6072

- 10.2 Successors and Assigns.** City and CM each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, contracts and obligations of this Contract. Neither City nor CM shall assign, sublet or transfer any rights under or interest in this Contract without the written consent of the other, except that CM is permitted to execute subcontracts, purchase orders and other agreements to perform portions of the Work. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
- 10.3 Additional Rights and Remedies.** The City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.
- 10.4 FDEP Requirements.** This Contract does not include any requirements, terms or conditions that may be imposed by the Florida Department of Environmental Protection ("FDEP") in connection with financing. If the City executes an SRF Loan with the FDEP, CM agrees to comply with any applicable requirements imposed pursuant to the FDEP loan, subject to equitable adjustment of GMPs and schedule to account for any additional requirements and/or risks imposed pursuant to such FDEP loan.
- 10.5 City Direct Purchases.** City retains the option, as a tax-exempt entity, to directly purchase materials and/or equipment for the improvements. In such case, CM shall coordinate its Work with the work of ODP suppliers and shall be responsible for storage after delivery to the Project site and for installation of materials and/or equipment furnished by ODP suppliers. If Owner will or may assign and OPD purchase orders or agreement to CM, CM shall be afforded the opportunity to participate in negotiations of such purchase orders or agreements, and shall be paid Fee at the rate stated herein for the value of such assigned ODP purchase orders or agreements.
- 10.6 Local Government Policies**

**10.6.1 Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide CM with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-437-7500 or [kbates@bunnellcity.us](mailto:kbates@bunnellcity.us).**

By entering into this Contract, CM acknowledges and agrees that any non-confidential, non-privileged, non-proprietary records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any CM entering into a contract for services with the City is required to:

- 10.6.1.1** Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.
- 10.6.1.2** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.6.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CM does not transfer the records to the City.
- 10.6.1.4** Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CM or keep and maintain public records required by the City to perform the service. If the CM transfers all public records to the City upon completion of the Contract, the CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except that CM may retain copies of such records for its files. If the CM keeps and maintains public records upon completion of the Contract, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 10.6.1.5** Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If CM receives any such request, CM shall instruct the requester to contact the City. If the City does not possess the records requested, the City shall immediately notify the CM of such request, and the CM must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.
- 10.6.1.6** CM acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 10.6.1.7** CM further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

CM shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from the CM's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by CM's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CM authorizes City to seek declaratory, injunctive, or other appropriate relief against CM from a Circuit Court in Sumter County on an expedited basis to enforce the requirements of this section.

**10.6.2 Financial Records.** CM agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and

regulations. City shall have the right to audit the books, records, and accounts of CM that are directly related to the Contract. CM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. CM shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify CM of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. The City's audit rights shall not extend to fixed prices or agreed rates or multipliers.

**10.6.3 Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes and the City of Bunnell Code of Ordinances. If at any time funds are not appropriated for the Work and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by CM with thirty (30) days prior written notice. City shall not be obligated to pay CM under this Contract beyond the date of termination and CM shall have no obligation to incur and costs that, together with vendor and subcontractor cancellation charges, demobilization costs and other costs of ceasing Work, would cause CM's costs and Fee to exceed the maximum appropriated amount. CM shall have no right to compel the Bunnell City Council to appropriate funds for any fiscal year.

**10.6.4 Prohibition Against Contingent Fees.**

**10.6.4.1** The CM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CM to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10.6.4.2** Neither CM, nor any parent or subsidiary corporation of CM has employed or retained any company or persons, other than a bona fide employee working solely for CM, to solicit or secure this Contract and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CM, any fee, commission, percentage, gift, or other consideration contingent upon award of this Contract.

**10.6.4.3** For the breach or violation of this section, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**10.6.5 No Code Violation or Past Due Debt.** The CM warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Bunnell Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the City shall have the right to terminate this Contract as set forth

herein.

- 10.6.6 Changes Due to Public Welfare.** The City and CM agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 10.6.7 Compliance with Applicable Laws.** CM shall perform its obligations hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, CM shall obtain and maintain at its own expense all applicable licenses, permits and other governmental authorizations to conduct business pursuant to this Contract from the federal government, State of Florida, City of Bunnell, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.
- 10.6.8 Drug Free Workplace.** The City of Bunnell is a drug-free workplace. CM agrees that it shall provide a drug-free environment to its personnel during the terms of the Contract and shall comply, subject to the prior receipt, with the City's policies on drug-free workplace during the term of this Contract. CM shall fully comply with the Drug Free Workplace Certification submitted with CM's Proposal (Form 6) as to any Work at the Project site.
- 10.6.9 Background Checks.** CM and its Trade Contractors understand that certain areas of the City's premises may not be available to CM or Trade Contractor personnel without background checks and that such access may be required to perform the Work contemplated by this Contract. The cost of any required background checks shall be reimbursable by City, with no Fee or mark-up by CM, in addition to the Contract Price.
- 10.6.10 Employment of Illegal Aliens.** CM certifies that it does not knowingly or willingly and shall not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, and regulations relating thereto.
- 10.6.10.1 Nondiscrimination and Americans with Disabilities Act.** CM shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided under this Contract. CM agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Work funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, CM agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

**10.6.10.2** In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the City's ADA Coordinator at 386-437-7500 or kbates@bunnellcity.us for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the City of Bunnell by contacting the City's ADA Coordinator at 386-437-7500 or kbates@bunnellcity.us.

## **10.7 E-VERIFY.**

The CM shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CM to Work at the Project site on or after the effective date of this Contract and thereafter during the remaining term of the Contract. Any subcontract entered into by CM with any subcontractor performing work under this contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CM on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The CM covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Contract and CM shall indemnify, defend, and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

**10.8 Controlling Law.** This Contract is to be governed by the laws of the State of Florida.

**10.9 Modifications to Contract.** This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified, or canceled by a written instrument duly executed by the parties hereto.

**10.10 Entire Contract.** This Contract, any exhibits, schedules, attachments, and amendments thereto constitute the entire Contract between City and CM and supersede all prior written or oral understandings.

**10.11 Scrutinized Companies, FL Statue Section 287.135 and 215.473.** CM shall certify that the company is not participating in a boycott of Israel. CM shall certify that that CM is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and has not been engaged in business operations in Cuba or Syria. The City will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have thirty (30) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time. Contractor will



require each subcontractor and vendor, prior to executing a contract with such subcontractor or vendor, to certify that is not on any of the above scrutinized company lists.

**10.12 Waiver of Claims for Consequential Damages.** The CM and the City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Contract. Nothing contained in this Section 10.14 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the provisions of the Contract Documents.

**10.13 Contractor's Liability.** Contractor's liability under this Contract, whether in contract, tort or otherwise, shall in no event exceed 40% of Contractor's Fee.

**10.14 Key Personnel.** The key personnel identified in the Proposal shall be available to perform the services described in the Proposal, barring illness, accident or other unforeseeable event of a similar nature, in which case CM must be able to promptly provide a qualified replacement. In the event CM wishes to substitute key personnel, CM shall propose personnel with equal or higher qualifications and each replacement person is subject to prior written City approval. If the requested substitute person is not satisfactory to City and the matter cannot be resolved to City's satisfaction, City reserves the right to terminate this Contract for cause.

**10.15 CM Guarantee.** In accordance with Section 9.2 of the RFQ, CM guarantees all of the items listed in such Section 9.2.

**10.16 Independent Contractor.** It is the intent of the parties that the CMAR Contractor shall be considered an independent Contractor, and that neither the CMAR Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time be legally responsible for any negligence on the part of said CMAR Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

**10.18** The City shall be entitled to audit the books and records of the Proposer or any subconsultant to the extent that such books and records relate to the performance of the Contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final project payment under the Contract and by any subconsultant for a period of three (3) years from the date of final project payment under a subcontract unless a shorter period is otherwise authorized in writing, except that agree rates and multipliers shall be subject to audit only to confirm that personnel billed at agreed rates actually worked on the Project during all hours charged to the Project.

**10.19 Funding Availability.** Any Contract executed for the services set forth in this RFQ shall be subject to funding availability. The City anticipates the use of an FDEP SRF Loan for all or part of this project. By submission of a response to this RFQ, the successful CMAR Contractor acknowledges and agrees to incorporate all FDEP State Revolving Fund (SRF) Supplementary Conditions for Construction and Materials/Equipment Procurement requirements as needed. The CMAR Contractor shall also meet all requirements associated with the Davis Bacon Wage Rates and American Iron & Steel (AIS) requirements if an FDEP SRF Loan is executed by the City.

**ARTICLE 11**

**ON-SITE WORK UNDER THIS CONTRACT**

**11.1** The parties contemplate that certain limited on-site construction Work may be performed under this Contract. Such Work is not currently included in Exhibit A. If such Work is to be performed, the parties shall execute a Change Order adding such work and adjusting the schedule and equitably adjust the Contract Price. The parties currently intend to use EJCDC forms C-525 "Agreement Between Owner and Contractor for Construction – Cost-Plus" (2018) and EJCDC® C-700, "Standard General Conditions of the Construction Contract" (2018), with any agreed modifications and any required Supplementary Conditions, as the Contract Documents for the Construction Phase Contract. Any Change Order for on-site work under this Contract shall also include certain terms from the above standard EJCDC forms, including the provisions of Articles 5 ("Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions"), 7.14 ("Hazard Communications Program"), 7.15 ("Emergencies"), 7.17 ("General Warranty and Guarantee"), and 14.03 ("Defective Work") shall apply, in addition to any other agreed provisions. If construction work is added to the Work under this Contract, Contractor shall not be responsible for any damages or delays caused by sinkholes, and the Contract Price and Contract Time shall be equitably adjusted for impacts caused by sinkholes. Any Change Order to add on-site Work under this Contract shall also include required FDEP terms and conditions and include the RFQ requirements regarding competitive bidding for subcontracted work and materials and proposed self-perform work.

**IN WITNESS WHEREOF**, the parties have made and executed this Contract for Preconstruction Work for the Bunnell WWTF Expansion and BNR Improvements the day and year below written.

Witness:

\_\_\_\_\_

Construction Manager:

PC CONSTRUCTION COMPANY dba PCEO, Inc.

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

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

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

Witness:

\_\_\_\_\_

Owner:

CITY OF BUNNELL

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

Name: Catherine D. Robinson

Title: Mayor

Date: May 22, 2023



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## EXHIBIT A: CMAR SCOPE OF WORK

### CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CITY OF BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS PRECONSTRUCTION SERVICES

#### Project Background/Description

The existing Bunnell WWTF is classified as a Secondary Treatment Facility (Category III, Class C) utilizing the Carrousel oxidation ditch modification of the activated sludge process to treat the raw wastewater from the service area and is operating under FDEP Operations Permit No. FL0020907. The Bunnell WWTF was originally constructed in 1971 (old ring steel WWTF tankage) with an expansion in 2005 (Carrousel oxidation ditch system and clarifiers). However, a significant portion of the facility infrastructure is aging, outdated, failing and needs to be replaced and upgraded to meet current and future regulatory requirements.

The existing facility processes include manual screening, flow equalization, secondary treatment via a Carrousel oxidation ditch system (0.60 MGD AADF), a secondary anoxic and reaeration basin (BTU No. 2), secondary clarification, high-level disinfection using sodium hypochlorite, dechlorination using sodium bisulfite, and discharge to either the reclaimed water distribution system or surface water discharge to Haw Creek and Black Branch. The sludge treatment system consists of aerobic digestion and a dewatering system (Sludge Mate).

The Bunnell WWTF Expansion and BNR Improvements project will be funded by a State Revolving Fund (SRF) Loan from the Florida Department of Environmental Protection (FDEP), grants, and US Army Corps of Engineers (USACE) funding. Neither the State of Florida, USACE, nor any of its departments, agencies or employees is or will be a party to this RFQ or any resulting Contract. The Contractor shall be required to abide by the FDEP Supplementary Conditions (Construction and materials/Equipment Procurement), USACE conditions, Davis-Bacon wage rates (weekly certified payrolls) and the American Iron and Steel requirements.

The proposed project will include the following improvements: (1) improvements to the existing plant to increase the flow to 1.2 MGD. CPH, LLC is the Engineer of Record (EOR) for the project and will work with The City of Bunnell (Owner) management/staff and the CMAR Contractor during design, pre-construction activities, and construction of the proposed WWTF expansion and BNR improvements.

The City of Bunnell intends to use the Construction Manager at Risk (CMAR) delivery for construction of the Bunnell WWTF Expansion and BNR Improvements.

#### **CMAR Responsibilities**

The CMAR shall provide consulting, scheduling, value Engineering services, constructability reviews, estimating, and cost control services and function as one of the key project team members, along with The City of Bunnell and CPH, LLC in accordance with Section 8.2 of the RFQ. The CMAR will participate in project chartering, partnering, kickoff or similar team meetings, and participate in project status and progress meetings throughout final design and construction. The preconstruction scope incorporates the efforts of Task Order No 1 to get to an open book GMP for Task Order No 2 to support the project scope.

### **The CMAR will be responsible for:**

- Developing a cost model in conjunction with the Owner and Engineer (Estimate format and assumptions).
- Providing open book cost estimates for 60 percent and 75 percent design submissions.
- Developing multiple Guaranteed Maximum Prices (GMP's) to construct the Project.
- Scheduling and estimating services.
- Recommending optimal maintenance of plant operations (MOPO) in collaboration with Owner staff and the Engineers.
- Value Engineering services and constructability reviews.

### **Pre-Construction Phase Services** – Pre-Construction Phase Services included in this scope of work include the following:

- Task 1** Preconstruction Management and Administration for Design and Preconstruction Phase
- Task 2** Design Support and Value Engineering Support
- Task 3** Cost Estimates & GMP Development
- Task 4** Scheduling
- Task 5** Additional Services Allowance (Preconstruction Contingency to Accommodate Owner Requests)

### **Construction Phase Services (Future)** - Upon execution of the Construction Services Contract, the CMAR shall provide Construction Phase Services as provided in the Contract Documents, including, without limitation:

- Collaborate with The City of Bunnell and CPH, LLC to execute the Project.
- Develop and update Project schedules.
- Provide reporting and Project management of CMAR forces.
- Provide construction management services during construction.

## **Scope of Services**

### **Task 1 Preconstruction Management and Administration for Design and Preconstruction Phase**

**Description.** This task is for CMAR project management and administration activities during the Pre-Construction phase of the project, which are further described in this Section. It is anticipated that Project Management for Pre-Construction Services will cover the CMAR's reporting, communication, and overall oversight of the project, and includes management, invoicing, safety, administrative and managerial meetings, and training. The CMAR shall develop a reporting and communication protocol among Owner, CMAR, Engineers, Contractors, and other parties to the project, that includes the type of information for reporting, the reporting format, and the desired frequency for distribution of reports.

### **Deliverables/Key Meetings.** Deliverables for the Pre-Construction Project Management and Administration for Design and Construction Phase include the following:

- Provide a construction management plan that includes the approach to safety, quality, cost estimating, and scheduling, during both the preconstruction and construction phases. This plan should include the following:
  - Construction emergency response plan and site safety plan.
  - Quality management plan that ensures conformance to the project design and to every section of the specifications.
  - Environmental management plan detailing programs for a storm water pollution prevention plan and handling other environmental issues (dust, on-site chemicals, and fuel, etc.) as required to comply with permits and regulations applicable to the Project.
  - Document management and storage protocols. Provide tools to support this process if the Owner or Engineer does not already have a system in-place.
  - Hurricane/Tropical Storm Preparedness Plan.
- Establish a protocol for developing meeting minutes for the design phase.
- Establish a protocol for reporting and communication among all parties.

- Finalize a cost model.
- Attendance at and participation in a Kickoff and Partnering Meeting.
- Risk Register Review Meetings to provide suggested risk register and outline future management expectations of the risk register through the preconstruction and construction phases.

## **Task 2. Design Support and Value Engineering/Constructability Support**

**Description.** Provide the following services to support the design of the Project.

- Consult with, advise, and provide recommendations to the Owner and the Engineer on all aspects of the planning, facility layout, equipment selection, design, and proposed construction.
- Participate in meetings or workshops with the Engineer, and Owner as needed. Engineer will lead these meetings, highlighting specific design/scope items which warrant CMAR input as well as any proposed changes in the design. CMAR is responsible for notifying the project team of any perceived cost or schedule impacts during these meetings and following up with the appropriate documentation. It is also the expectation of the CMAR to highlight potential cost and schedule saving alternates during these meetings.
- Participate in Value Engineering reviews which identify, evaluate, and propose cost-effective alternatives to all aspects of the project design. Results are to be presented in a format (report, sketches, drawings, PowerPoint presentation, etc.) that allows for the Owner and the Design Engineer to readily evaluate proposed alternatives based on their potential project cost and time savings. These reviews should be coordinated constructability reviews at the key design milestones.
- Facilitate up to two maintenance of plant operations (MOPO) workshops and develop a MOPO plan concurrent with the GMP.
- Participate in key milestone design reviews (e.g., 60% design deliverable, 75% design deliverable, and final construction deliverable) to be conducted by the Engineer.
- Work with the design team to develop bid packages that align with the proposed sequence of construction and Procurement. This includes an approach to multiple GMP's and early work packages, if required by the project schedule.
- Coordinate with the Design Engineer and local authority having jurisdiction to ensure seamless transition into construction.
- Work with Owner and Design Engineer to capture any additions to the design necessary to facilitate commissioning and acceptance.

### **Deliverables.**

- Attendance at and participation in recurring design meetings/workshops.
- Facilitation of MOPO Workshops (2 workshops).
- Development of MOPO Plan submitted at the 90% design milestone.
- Materials to support value Engineering reviews.

**Pricing Guidance and Assumptions.** All costs for Task 2 should be included in the Pre-Construction Services Price Section, for Task 2 of the CMAR Price Proposal. Other assumptions are identified below:

- There will be monthly meetings with Owner, CMAR, and Engineer (to be scheduled by the Owner/Engineer). These meetings will be used for design reviews, value Engineering, cost estimate review, progress reports, and other topics as needed. The intent is to use these standing meetings as a forum for communication. The Owner/Engineer will generally facilitate these meetings and provide meeting notes with all parties providing meeting materials or facilitating individual agenda items as needed. For meetings or workshops scheduled outside of these standing meetings (see Deliverables), the CMAR will be responsible for meeting facilitation, meeting materials and meeting notes.
  - CMAR has included (12) monthly meetings. Short weekly check-in calls are included to provide the project with continuity.
  - (4) additional "topic specific" meetings as needed.

- CMAR will develop a Value Engineering matrix used to track Value Engineering concepts and status. The matrix will be initiated at the first estimate deliverable and will be managed by the CMAR for real-time tracking of Value Engineering ideas.
- 60% Milestone Design Workshop will be one half-day workshop with the agenda managed by the Engineer.
- 75% Milestone Design Workshop will be one half-day workshop with the agenda managed by the Engineer.
- 90% Milestone Design Workshop will be one half-day workshop with the agenda managed by the Engineer.
- Value Engineering/Constructability Workshop will be one workshop with the agenda managed by the CMAR
- Permitting and Work Analysis Workshop will be one workshop with the agenda managed by the Engineer.
- CMAR will have access to Owner and design Engineers' electronic files to support Value Engineering efforts including CAD, native Revit (or similar) files.

### **Task 3 Cost Estimates & GMP Development**

**Cost Model Development.** The CMAR will provide a cost model template that shall be used, as negotiated prior to contract negotiation and modified during this task. The CMAR will be required to develop its GMP estimate, and all subsequent GMP iterations in accordance with the level of detail set forth in the approved cost model template. The intent of the cost model development and review is to have the Owner and the CMAR agree on the format for presenting cost estimates that will be used consistently throughout the Project. The Owner can thus easily track the evolution of estimated costs through successive cost estimate submittals which will allow the Owner the ability to modify priorities and requirements, based on the overall budget.

The cost model shall break down costs to show labor classification and hours (including overtime and night shift), material, equipment, and any subcontract costs for each item. All contingency and escalation factors shall be identified. Scope related contingencies shall be based on probabilistic assessment of risks and risk costs for the Project. The cost model shall include both cost details, and a section for summary costs of major cost categories, CMAR markups, and contingencies.

**Cost Estimates.** The CMAR shall develop and submit Project cost estimate updates regularly over the course of Pre-Construction Phase, with the first submission provided no later than (45) days after issuance of the 60% design documents. Updates shall be provided as required if there are large design changes along with the outlined estimates below.

The CMAR will develop cost estimates in a transparent and open-book manner concurrent with design development to create an acceptable cost (including contingencies) to which the CMAR's proposed fee and other fixed allocations, or allowances will be added.

Cost estimates are to be provided on an iterative, progressive basis as design detail is developed. Full cost estimates shall be provided at the outset of the project (60%) and then at subsequent major design milestones (i.e., 75%). Each estimate shall include a log of additive or deductive changes from the previous cost estimate submission, with a description of the basis for changes (e.g., design changes, updated quotes, revised contingencies, etc.). Once design has progressed to a degree acceptable to the Owner, The Owner shall have the authority to direct the CMAR to submit a GMP Proposal, assumed to be at 90% design. Early or multiple GMP's are expected to help accelerate schedule. The Owner, CMAR and Engineer shall meet and confer about each cost estimate submission, with CMAR identifying the evolution of the costs from the previous estimate (if any). The CMAR shall revise the cost estimate submittals as needed in response to comments and incorporate said responses into the subsequent cost estimate submittal.

The CMAR shall develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Clerk and FDEP SRF Loan Manager (if loan is used) shall approve the process used by the CMAR for noticing, accepting, and awarding subcontracts for each of the trades. The CMAR shall solicit at least three (3) qualified subcontractor bidders (or self-performed work plus two subcontractor bids); shall diligently work to include local area businesses; identify long-lead delivery materials and equipment.

## Deliverables.

1. Cost Model.
2. 60% cost estimate submitted no more than (45) days following 30% design submission.
3. Bid Package/Subcontractor & Vendor Procurement Plan including.
4. 75% cost estimate (submitted no more than (30) days following the 75% design submission.
5. 90% cost estimate (serving as the Guaranteed Maximum Price GMP for the project).
6. Early GMP'(s) for Early Equipment is anticipated.

**Pricing Guidance and Assumptions.** All costs for Task 3 should be included in the Pre-Construction Services Price Section, for Task 3 of the CMAR Price proposal. Other assumptions are identified below:

- CMAR will provide a 60% Cost Estimate on the mutually agreed-to format.
- CMAR will manage the agenda for the 60% Cost Estimate Review Workshop. This workshop will be an in-person meeting at City Hall
- CMAR will provide a 75% Cost Estimate (update to the 60% estimate) on the mutually agreed-to format of the initial cost estimate.
- CMAR will manage the agenda for the 75% Cost Estimate Review Workshop. This workshop will be an in-person meeting at City Hall
- CMAR will provide a 90% GMP on the mutually agreed-to format of the previous estimates.
- CMAR will manage the agenda for the 90% GMP Workshop. This workshop will be an in-person meeting at City Hall
- CMAR anticipates providing an early GMP for select equipment

## Task 4 Scheduling

**Description.** The CMAR shall prepare a critical path method network analysis (Baseline Design Schedule) to be updated over the duration of the Project. The Baseline Design Schedule shall be consistent with plans described in the CMAR's Proposal and shall include detailed scheduling for Pre-Construction activities. The final schedule shall consider the Owner's budget and design requirements for the project. A draft schedule shall be submitted within (45) days of the Notice to Proceed. As the project progresses the CMAR shall prepare and submit a Construction Phase Procurement Schedule to be used in connection with soliciting bids from contractors and suppliers.

Minimum activities for the Baseline Design Schedule shall include the following:

1. All workshops and significant meetings
2. Development and review of all Engineering Pre-Construction deliverables, including 30%, 60% and 90% design submittals, Engineering studies, and site work.

Schedule development scope shall end upon acceptance of the CMAR's GMP Proposal.

Minimum Schedule Requirements. Each activity in the detailed network diagram for all schedules shall include the following information:

1. Sequential activity number
2. Activity description
3. Activity dependencies
4. Activity duration in units of working days.
5. Early start date

6. Early finish date
7. Planned start date.
8. Planned finish date.
9. Late start date
10. Late finish date
11. Free and total float
12. Percent complete
13. Activity cost

Schedules shall have multiple sort capabilities including the following:

1. By activity number
2. By the amount of total float
3. By responsibility
4. Early start dates
5. Actual start dates
6. Late start dates
7. Activities on the critical path
8. Listing of all deliverable related activities
9. A graphical cost curve based on early start/finish and late start/finish.

The Schedule shall be updated on a monthly basis. In addition, the Schedule shall be updated whenever a Project change occurs that would significantly affect the nature of Project activities, duration of activities, network logic, or the scheduled Substantial Completion, Acceptance, or Final Completion Dates. All schedule updates shall be assigned a sequential revision number.  
Deliverables.

1. Baseline Design schedule
2. Construction Phase Procurement Schedule
3. All schedule updates.

**Pricing Guidance and Assumptions.** All costs for Task 4 should be included in the Pre-Construction Services Price Section, for Task 4 of the CMAR Price proposal. Other assumptions are identified below:

- CMAR will provide a 60% Schedule baseline schedule. This will include a brief schedule narrative
- CMAR will manage the agenda for the 60% Schedule Workshop. This workshop will be an in-person meeting at City Hall.
- CMAR will provide a 75% GMP Schedule in similar format to the initial baseline schedule.
- CMAR will manage the agenda for the 75% Schedule Workshop. This workshop will be an in-person meeting at City Hall.
- CMAR will provide an update at 90% during the GMP development if there are changes to the scope of work that warrant schedule reconfiguration.

#### **Task 5 Additional Services Allowance (Preconstruction Contingency to Accommodate Owner Requests)**

**Description.** CMAR is an iterative process requiring multiple meetings, submittals and reviews by Owner and Engineer that may not be fully quantified at the outset. An effort has been made to quantify these assumptions for pricing purposes. This task represents a contingency amount for the cost of additional meetings, submittals and reviews that are in excess of those defined in this Preliminary Scope of Pre-Construction Services. Additionally, this contingency can be utilized for investigation work on-site to assist in design progression at the approval of the Owner.



**Deliverables.** Additional review submittals as requested by Owner.

**Pricing Guidance and Assumptions.** All costs for Task 5 should be included in the Pre-Construction Services Price Section, for Task 5 of the CMAR Price proposal. This is a contingency amount that shall be used at the sole discretion of Owner for additional services as directed by Owner. Other assumptions are identified below:

- Underground exploration (also known as potholing or test pitting) will be a contingency item performed by CMAR at the direction of Owner/Engineer.
- Additional meetings or deliverables

### Overall Preconstruction Schedule

- A. The CMAR and Owner acknowledges that time is of the essence and that the Preconstruction efforts will overlap with early construction activities. The CMAR has outlined reasonably anticipated durations and efforts for preconstruction activities.
- B. Preconstruction services will facilitate overall support of the project for a period of approximately (12) months from Notice to Proceed and will commence at the completion of the final GMP or after the 90% design review/cost reconciliation whichever is later.
- C. The anticipated duration of the outlined tasks are as follows:
- a. Task 1 Preconstruction Management and Administration for Design and Preconstruction Phase – **12 Months**
  - b. Task 2 Design Support and Value Engineering Support – **Intermittent over 9 Months**
  - c. Task 3 Cost Estimates & GMP Development - **Intermittent over 12 Months**
  - d. Task 4 Scheduling – **12 Months**
  - e. Task 5 Additional Services Allowance (Preconstruction Contingency to Accommodate Owner Requests) - **TBD**

Contract Milestone	Days to Achieve Substantial Completion	Days to Achieve Final Completion after Substantial Completion
Early Equipment Purchase	To be Established in a future GMP developed in Preconstruction	To be Established in a future GMP developed in Preconstruction
Phase 2 Construction	To be Established in a future GMP developed in Preconstruction	To be Established in a future GMP developed in Preconstruction

## **EXHIBIT B INSURANCE REQUIREMENTS**

### **General**

The CM shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City, the "Standard Insurance Requirements" described herein. Prior to commencement of any work being done for the City, a COI will be required. Work is defined as any service provided to the City by a Vendor/Consultant/CM who must access City property in order to provide the service(s). The requirements contained herein, as well as the City's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CM under this Contract.

### **Financial Rating of Insurance Companies**

All insurance companies must have a financial rating of A or higher by A.M. Best Company, Inc., except for self-insured insurance companies.

### **Commercial General Liability Insurance**

The CM shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Consultants performing program and/or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed **\$25,000**.

### **Business Automobile Liability Insurance**

The CM shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the CM does not own automobiles, the CM shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Worker's Compensation Insurance and Employers Liability Insurance**

The CM shall maintain its own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. ***NOTE - Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis.***

## **EXHIBIT B INSURANCE REQUIREMENTS**

### **Umbrella or Excess Liability Insurance (Required for Large Contracts)**

The CM shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The CM shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the City is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed **\$25,000** without prior approval of the City.

### **Professional or Errors and Omissions Liability Insurance (When Applicable)**

The CM shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than **\$2,000,000**.

### **Additional Insured**

The CM shall endorse the City as an "Additional Insured" on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Contractors, or CG2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the CM shall endorse the City as an Additional Insured under the CM's Commercial Umbrella/Excess Liability as required herein.

### **Builder's Risk and Other Property Insurance**

#### **Builder's Risk**

Prior to the start of any construction activities, CM shall purchase and maintain "all-risks" builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost. The property insurance shall be no less than the amount of the initial contract sum, plus the value of subsequent modifications and labor performed and materials or equipment supplied by others. The property insurance shall insure against damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form. The property insurance shall be maintained until substantial completion. This insurance shall include the interests of the Owner, CM, subcontractors and sub-subcontractors in the Project as insureds. This insurance shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. If the builder's risk is subject to a deductible, the CM shall be responsible for all loss not covered because of such deductibles.

## **EXHIBIT B INSURANCE REQUIREMENTS**

### **Property Insurance for Facilities of Owner:**

Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on an “all-risks” form, on a replacement cost basis, providing coverage consistent with that required for the builder’s risk insurance, and will be maintained until the Work is complete. If the property insurance is subject to a deductible, the Owner shall be responsible for all loss not covered because of such deductibles.

### **Property Insurance for Substantially Completed Facilities:**

Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder’s risk insurance. The builder’s risk insurance may terminate upon written confirmation of Owner’s procurement of such property insurance. If the property insurance is subject to a deductible, the Owner shall be responsible for all loss not covered because of such deductibles.

### **Partial Occupancy or Use by Owner:**

If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, then Owner (directly, if it is the purchaser of the builder’s risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder’s risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

### **Indemnification**

The CM shall indemnify and hold harmless the City and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third-party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, subcontractors, agents or representatives.

### **Deductibles, Coinsurance Penalties, and Self-Insured Retention**

The CM shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the deductibles as stated herein the CM shall be fully responsible for the deductibles.

## EXHIBIT B INSURANCE REQUIREMENTS

### Waiver of Subrogation

The CM shall provide a Waiver of Subrogation in favor of the City, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the CM to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CM shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the CM enter into such an agreement on a pre-loss basis.

The builder's risk insurance policy will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

Owner and CM waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CM as trustee or fiduciary, or otherwise payable under any policy so issued.

Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use, after Substantial Completion, or after final payment, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against CM, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

Owner waives all rights against CM, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

The waivers in this Paragraph include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

CM shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CM, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents,

## **EXHIBIT B INSURANCE REQUIREMENTS**

consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

### **Right to Revise or Reject**

The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the City shall provide the CM written notice of such revisions or rejections.

### **No Representation of Coverage Adequacy**

The coverages, limits or endorsements required herein protect the primary interests of the City, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the CM against any loss exposures, whether as a result of the Project or otherwise.

### **Certificate(s) of Insurance (COI)**

The CM shall provide the City with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the City is notified that a required insurance coverage will cancel or expire during the period of this Contract, the CM agrees to furnish the City prior to the expiration of such insurance, a new Certificate of Insurance (COI) evidencing replacement coverage. When notified by the City, the CM agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting the CM from entering the WRF Project site until a new COI is provided to the City evidencing the replacement coverage. The CM agrees the City reserves the right to withhold payment to the CM until evidence of reinstated or replacement coverage is provided to the City. If the CM fails to maintain the insurance as set forth herein, the CM agrees the City shall have the right, but not the obligation, to purchase replacement insurance, and the CM agrees to reimburse any premiums or expenses incurred by the City.

The CM agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Consultants, or CG 2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.

## **EXHIBIT B INSURANCE REQUIREMENTS**

2. Clearly indicate the City is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

City of Bunnell  
604 East Moody Blvd., Suite 6  
Bunnell, FL 32110

The CM shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City.

All insurance companies must be authorized to transact business in the State of Florida.

The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CM and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the City of any insurance supplied by the CM, nor a failure to disapprove that insurance, shall relieve the CM of full responsibility of liability, damages and accidents as set forth herein.



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CONFIDENTIAL PROPRIETARY BUSINESS INFORMATION

EXHIBIT C: RATE TABLE

CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CITY OF BUNNELL WWTF EXPANSION AND BNR IMPROVEMENTS

<b>Pre-Construction Phase Services All-Inclusive Billing Rates</b>		
<b>Key Firm</b>	<b>Labor Category</b>	<b>All-Inclusive Billing Rate</b>
PC Construction	Construction Executive	\$ 232
PC Construction	Preconstruction Manager	\$ 218
PC Construction	Senior Project Manager	\$ 185
PC Construction	Project Manager	\$ 162
PC Construction	Senior Superintendent	\$ 194
PC Construction	Project Superintendent	\$ 156
PC Construction	Purchasing Manager	\$ 165
PC Construction	Purchasing Assistant	\$ 81
PC Construction	Virtual Construction Engineer	\$ 96
PC Construction	Senior Project Engineer	\$ 125
PC Construction	Project Engineer	\$ 102
PC Construction	Senior Estimator	\$ 135
PC Construction	Project Estimator	\$ 123
PC Construction	Staff Estimator	\$ 93
PC Construction	Senior Field Office Manager	\$ 101
PC Construction	Scheduler	\$ 150
PC Construction	Preconstruction Coordinator	\$ 92

- Pre-construction rates valid for the Pre-construction period





## City of Bunnell, Florida

### Agenda Item No. H.3.

Document Date: 5/3/2023 Amount:  
Department: Community Development Account #:  
Subject: Request for final plat approval for Grand Reserve Phase 3.  
Agenda Section: New Business:  
Goal/Priority: Increase Economic Base, Infrastructure

#### ATTACHMENTS:

Description	Type
Grand Reserve Phase 3 Final Plat	Plans
Grand Reserve Phase 3 Approved Preliminary Plat	Plans
Grand Reserve Phase 3 Master Site Plan	Plans

#### Summary/Highlights:

This a request for final plat approval for Phase three of the Grand Reserve Residential Planned Unit Development (PUD). The applicant has already applied for the preliminary plat, which was approved on the January 9, 2023 City Commission meeting.

The Planning, Zoning and Appeals Board approved this request on May 2nd, 2023.

#### Background:

The applicant, DR Horton, is requesting a final plat approval for Phase 3 of the Grand Reserve PUD which total 24.51+/- acres. This phase will be comprised of 60 lots that have a minimum lot size of 40'x120' (4,800 Square Feet). This phase of the subdivision meets all Land Development Regulations including lot size, setbacks, open space, and sidewalk requirements as they were approved in the Developer's agreement for the Planned Development.

The final plat has been reviewed by the City's consulting surveyor for consistency with Chapter 177 of the Florida Statutes and found this to be in compliance. Approval of the final plat allows the developer to begin constructing the single-family residences once all the supporting infrastructure has been installed and approved by the City.

#### Staff Recommendation:

Staff is recommending approval for the Grand Reserve Phase 3 Final Plat.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.

# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

### LEGAL DESCRIPTION

A portion of Section 2, Township 12 South, Range 30 East, City of Bunnell, Flagler County, Florida, being a replat of a portion of Parcels 2 and 14 as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'05", an arc length of 97.95 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 80°40'06" West, 97.58 feet.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 325.00 feet, through a central angle of 44°03'05", an arc length of 249.87 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 50°00'31" West, 243.76 feet; thence South 27°58'58" West, 166.26 feet; thence North 57°52'26" West, 15.81 feet; thence North 22°39'05" West, 125.74 feet; thence North 36°55'09" West, 103.10 feet; thence North 26°48'19" West, 59.61 feet; thence North 27°28'09" West, 97.15 feet; thence North 53°37'09" West, 95.34 feet; thence North 82°53'16" West, 118.67 feet; thence North 80°25'46" West, 61.75 feet; thence North 19°14'06" East, 66.69 feet; thence North 36°57'14" East, 79.60 feet; thence North 14°00'51" East, 90.42 feet; thence North 18°47'15" West, 37.25 feet; thence North 35°53'46" West, 47.70 feet; thence North 73°00'25" East, 45.72 feet; thence South 72°44'58" East, 41.39 feet; thence South 55°16'42" East, 73.67 feet; thence North 71°32'36" East, 74.88 feet; thence North 04°30'17" East, 62.49 feet to a point on a non-tangent curve concave Easterly having a radius of 260.00 feet; thence Northerly along the arc of said curve, through a central angle of 12°52'41", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'39" West, 58.32 feet; thence North 10°53'19" West, 65.22 feet; thence South 88°21'51" West, 42.99 feet; thence South 34°30'26" West, 42.30 feet; thence South 65°35'00" West, 30.49 feet; thence South 85°25'10" West, 49.08 feet; thence North 72°26'08" West, 40.82 feet; thence South 80°59'20" West, 59.40 feet; thence North 21°06'26" West, 68.79 feet; thence North 09°27'58" West, 56.94 feet; thence North 29°37'59" West, 69.53 feet; thence North 58°03'56" West, 91.03 feet; thence North 63°49'43" West, 60.49 feet; thence South 41°40'30" West, 233.66 feet; thence South 02°09'20" East, 43.09 feet; thence South 43°56'24" West, 62.53 feet; thence South 34°33'46" West, 75.01 feet; thence South 11°05'39" West, 52.93 feet; thence South 04°30'32" East, 219.19 feet to a point on a non-tangent curve concave Easterly having a radius of 140.00 feet; thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; thence South 84°35'58" East, along a non-tangent line, 97.24 feet; thence South 37°13'38" East, 141.91 feet; thence South 12°34'51" East, 66.36 feet; thence South 17°01'15" West, 99.83 feet; thence South 20°26'57" West, 32.76 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of 42°11'21", an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°26'57" West, 35.99 feet; thence South 20°26'57" West, along a non-tangent line, 35.32 feet; thence South 02°59'04" East, 125.89 feet; thence South 45°04'32" West, 87.87 feet; thence South 65°32'07" West, 30.11 feet; thence North 29°59'04" West, 29.36 feet; thence North 07°42'15" West, 90.89 feet; thence North 24°00'50" West, 106.81 feet; thence North 13°25'41" West, 120.45 feet; thence North 03°45'16" West, 79.19 feet; thence North 36°52'32" West, 127.42 feet; thence North 06°11'47" East, 146.82 feet; thence North 04°16'43" West, 117.14 feet; thence North 51°07'00" West, 93.73 feet; thence South 80°36'39" West, 16.20 feet; thence North 04°24'29" West, 37.74 feet; thence North 06°11'08" East, 46.21 feet; thence North 40°56'00" East, 101.16 feet; thence North 50°16'42" East, 148.70 feet; thence North 21°17'12" West, 108.98 feet; thence North 20°58'09" West, 52.73 feet; thence North 22°58'40" East, 360.96 feet to a point on a curve concave Southeasterly having a radius of 130.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 40°04'33", an arc length of 90.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°00'57" East, 89.09 feet; thence North 63°03'14" East, 273.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 115.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 122°25'19", an arc length of 245.72 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°44'06" East, 201.57 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 75.00 feet, through a central angle of 60°29'23", an arc length of 79.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°46'09" East, 75.55 feet; thence South 55°00'50" East, 387.17 feet; thence South 37°39'22" East, 223.55 feet; thence South 27°50'01" East, 208.35 feet; thence South 00°38'01" West, 110.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 60.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 61°45'45", an arc length of 64.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 30°14'52" East, 61.59 feet; thence South 61°07'44" East, 108.20 feet to the point of curvature of a curve concave Westerly having a radius of 55.00 feet; thence Southerly along the arc of said curve, through a central angle of 87°55'10", an arc length of 84.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 17°10'09" East, 76.36 feet; thence South 26°47'26" West, 101.22 feet; thence South 28°37'05" East, 39.66 feet; to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 109°59'02", an arc length of 57.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°22'26" West, 49.14 feet; thence South 81°21'57" West, 95.77 feet; thence South 17°58'02" East, 92.59 feet to the Point of Beginning.

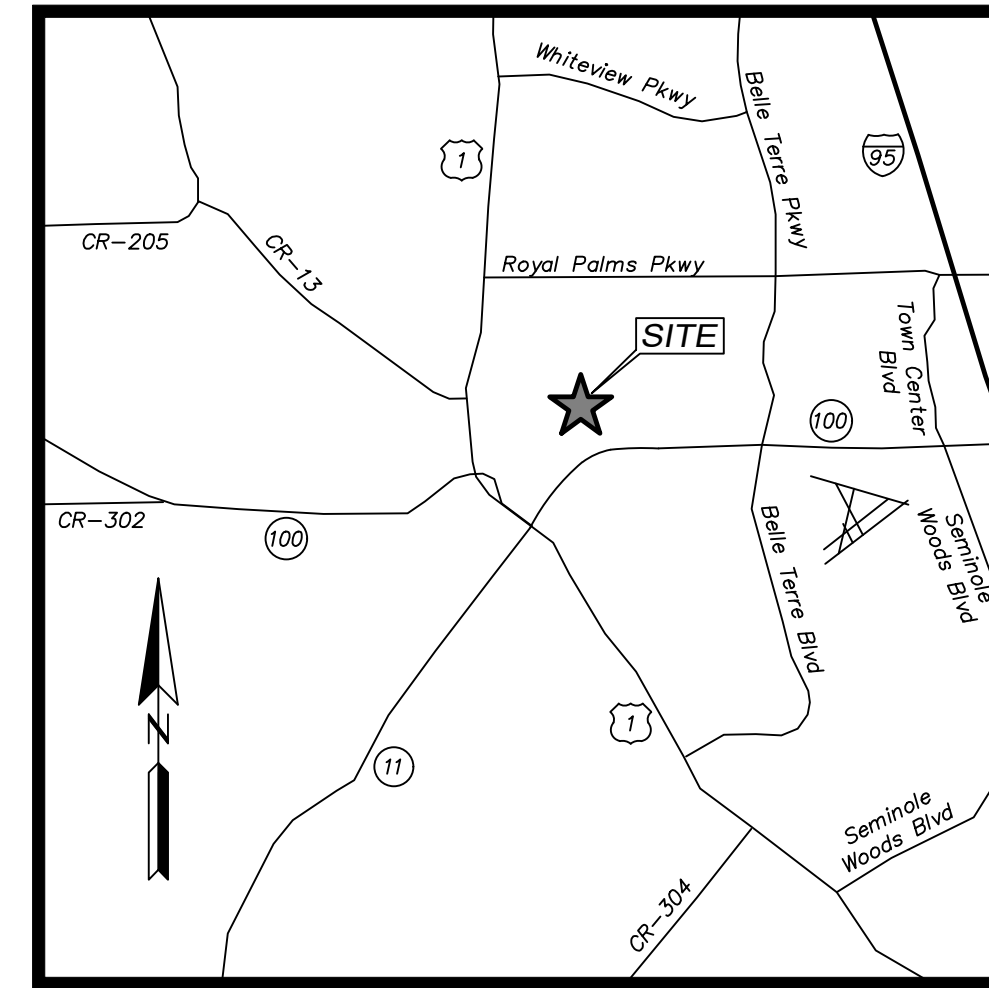
Less and except from the above description the following:

All of Tract C-12 (Conservation Easement QQQ) as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'10", an arc length of 97.96 feet, said arc being subtended by a chord bearing and distance of South 80°40'03" West, 97.59 feet; thence North 17°58'02" West, 92.59 feet; thence South 77°00'21" West, 25.90 feet; thence North 12°59'39" West, 415.88 feet to the Point of Beginning.

From said Point of Beginning, thence South 41°33'17" West, 70.25 feet; thence South 58°58'44" West, 65.57 feet; thence North 57°40'19" West, 151.91 feet to a point on a non-tangent curve concave Easterly having a radius of 190.00 feet; thence Northerly along the arc of said curve, through a central angle of 14°02'13", an arc length of 46.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°54'25" West, 46.43 feet; thence North 10°53'19" West, 74.80 feet; thence North 33°33'08" East, 16.22 feet; thence North 57°23'28" East, 133.37 feet; thence South 64°26'48" East, 75.27 feet; thence South 54°19'02" East, 103.49 feet; thence South 01°25'38" West, 92.22 feet; thence South 41°33'17" West, 17.22 feet to the Point of Beginning.

Containing 24.51 acres, more or less.



VICINITY MAP  
(NOT TO SCALE)

### CERTIFICATE OF APPROVAL

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 the foregoing plat was approved by the City of Bunnell, Florida.

By: \_\_\_\_\_  
Mayor, City of Bunnell

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Chair, Planning, Zoning and Appeals

### CERTIFICATE OF CLERK

I hereby certify that the foregoing plat was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ File No. \_\_\_\_\_

By: \_\_\_\_\_  
Clerk and Ex-Officio Clerk to the Board of County Commissioners Flagler County, Florida

### REVIEWING ENGINEER'S CERTIFICATION

I hereby certify, that the undersigned, is a licensed Engineer, and is either employed or under contract with Flagler County. I also certify that I am not representing the owner or owners of record and have reviewed this plat.

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

By : \_\_\_\_\_  
Print Name : \_\_\_\_\_  
Florida Professional Engineer  
License Number \_\_\_\_\_

### REVIEWING SURVEYOR'S CERTIFICATION

I hereby certify, that the undersigned, is a licensed Professional Surveyor and Mapper, and is either employed or under contract with City of Bunnell / Flagler County. I also certify that I am not representing the owner or owners of record and have reviewed this plat and found it to comply with the requirements of Part 1, Chapter 177, Florida Statutes.

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

By : \_\_\_\_\_  
Print Name : \_\_\_\_\_  
Florida Professional Surveyor and Mapper  
Certificate No. LS \_\_\_\_\_

### ADOPTION AND DEDICATION

This is to certify that D.R. Horton, Inc. – Jacksonville, a Delaware corporation ("Owner"), is the fee simple owner of the lands described in the caption hereon known as GRAND RESERVE PHASE 3, has caused the same to be surveyed and subdivided, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of those lands.

Tracts "A-1" and "A-2" for Private Road & Common Area as shown on this plat shall remain privately owned and the sole and exclusive property of the Owner, its successors and assigns, being reserved as private roadway tract serving abutting lots for ingress, egress, utilities, drainage and other purposes not inconsistent with this reservation and is the perpetual maintenance obligation of the Owner, its successors and assigns, without recourse to the City of Bunnell; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said tract to a property owners association or other such entity or person as will assume all obligation of maintenance and operation thereof under the plat.

A utility easement is dedicated to the City of Bunnell over all private rights of way for the construction, operation, and maintenance of utility facilities.

Drainage Tracts "B", "C" and "H" are hereby retained by the undersigned Owner, its successors and assigns. The obligation for maintenance of all drainage facilities located therein shall be that of the Owner, its successors and assigns, without recourse to the City of Bunnell; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said easements to a property owners association or other such entity or person as will assume all obligation of maintenance and operation thereof under the plat.

Conservation Area Tracts "D" and "E" are hereby retained by the undersigned Owner, its successors and assigns.

Open Space Tracts "F", "G", "I" and "J" are hereby retained by the undersigned Owner, its successors and assigns.

Park Tract "K" is hereby retained by the undersigned Owner, its successors and assigns.

Those easements designated as "FPL Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its exclusive use in conjunction with its underground electrical system.

A ten foot (10') wide non-exclusive utility easement is hereby granted to any public or private utility provider along the frontage of all lots and tracts adjacent to where applicable.

In witness whereof, the undersigned Owner has executed this plat on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER: D.R. Horton, Inc. – Jacksonville  
a Delaware corporation

Witness \_\_\_\_\_  
Printed Name \_\_\_\_\_

Witness \_\_\_\_\_  
Printed Name \_\_\_\_\_

BY: \_\_\_\_\_  
Philip A. Fremento  
Vice President

### STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of [\_\_\_\_] physical presence or [\_\_\_\_] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Philip A. Fremento, Vice President, of D.R. Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the corporation, who [\_\_\_\_] is personally known to me or who [\_\_\_\_] has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida at Large  
Printed Name \_\_\_\_\_

My Commission expires \_\_\_\_\_  
Commission Number \_\_\_\_\_

Owner: D.R. Horton, Inc. – Jacksonville  
4220 Race Track Road  
St. Johns, Florida 32259

### SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Andrew O. Knuppel  
Professional Surveyor and Mapper  
State of Florida Registered Surveyor No. 6511

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

# GRAND RESERVE PHASE 3

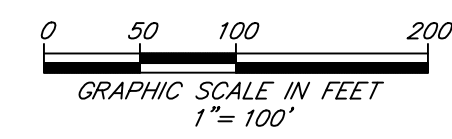
A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.



- NOTES:**
- 1) Bearings shown are referenced to the State Plane coordinates as indicated herein and are based on the boundary line of Grand Reserve Phase 2 as being South 00°43'49" East.
  - 2) Coordinates based on GPS observation of the following National Geodetic Survey Control Station "FLBN" (Palm Coast) coordinates:  
Station "FLBN" (Palm Coast) coordinates:  
N 1912449.285 E 564922.441  
Coordinate Datum: State Plane values reference Florida East Zone,  
North American Datum 1983 (2011) and are in U.S. survey feet.
  - 3) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not depicted on this plat that may be found in the Public Records of this county.
  - 4) Pursuant to the provisions of Section 177.091(28), Florida Statutes, all platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.
  - 5) Nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.
  - 6) There is reserved a 10 foot easement for utilities, landscape, irrigation and sidewalks along the front of all lots and tracts.
  - 7) Seminole Woods and Deer Run R-2 lot and tract lines depicted herein are graphic representations only and do not reflect field measure unless otherwise noted.



- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
  - DENOTES P.C.P., STAMPED L.B.#3624, PERMANENT REFERENCE MONUMENT
  - P.R.M. CONCRETE MONUMENT
  - C.M. PERMANENT CONTROL POINT
  - P.C.P. PERMANENT CONTROL POINT
  - L.B. LICENSED BUSINESS
  - RB&C REBAR AND CAP IDENTIFICATION
  - ID IDENTIFICATION
  - R RADIUS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - OB CHORD BEARING
  - CH CHORD DISTANCE
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - C/L CENTERLINE
  - CL TABULATED CURVE DATA
  - LI TABULATED LINE DATA
  - (NR) NON-RADIAL
  - R/W RIGHT OF WAY
  - M.B. MAP BOOK
  - P.G. PAGE
  - O.R.B. OFFICIAL RECORDS BOOK
  - UE UTILITY EASEMENT
  - ESMT EASEMENT
  - ③ MATCHLINE SHEET REFERENCE NUMBER

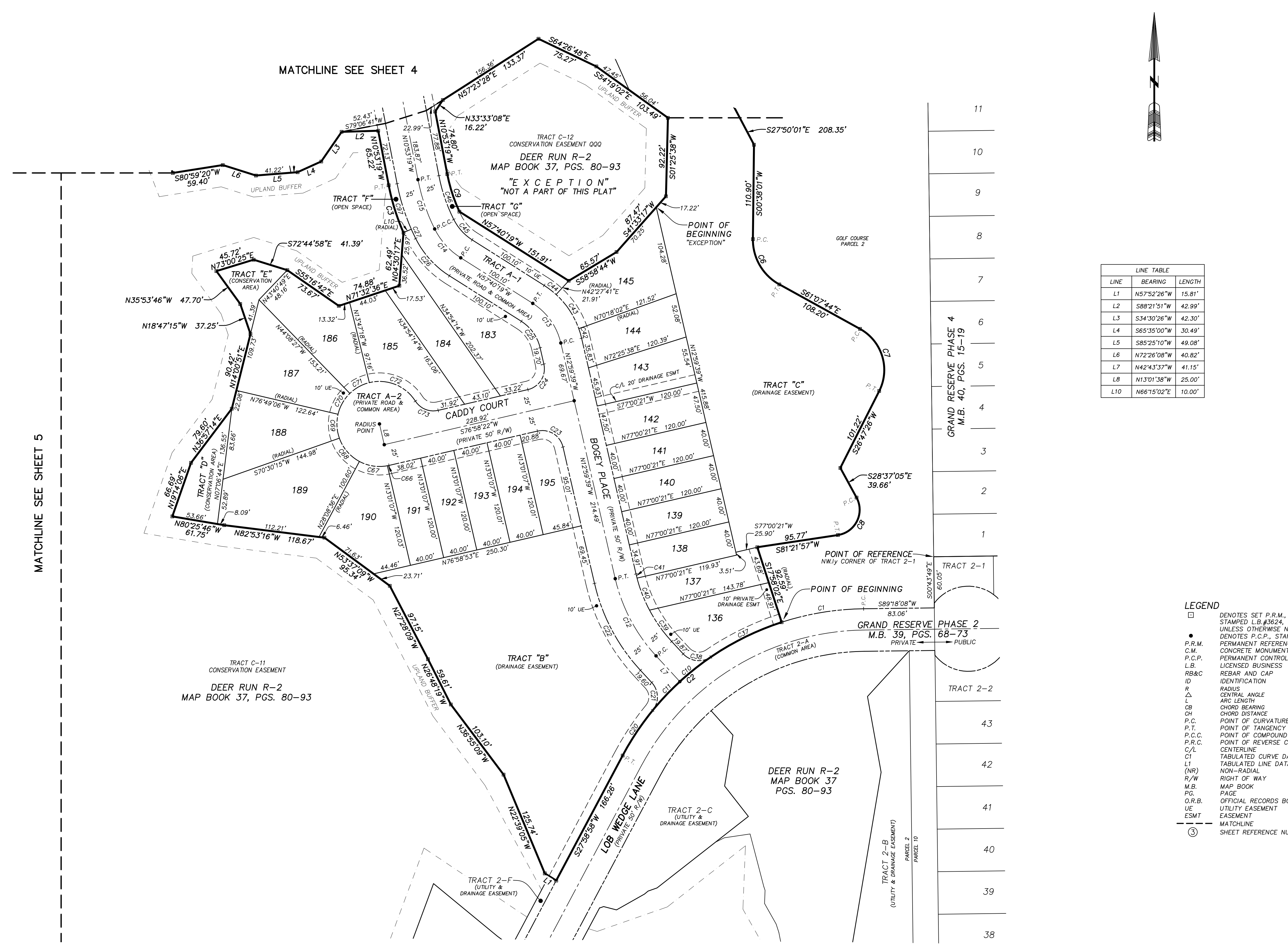


PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

SHEET 3 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES



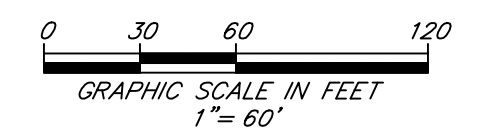
LINE TABLE

LINE	BEARING	LENGTH
L1	N57°52'26"W	15.81'
L2	S88°21'51"W	42.99'
L3	S34°30'26"W	42.30'
L4	S65°35'00"W	30.49'
L5	S85°25'10"W	49.08'
L6	N72°26'08"W	40.82'
L7	N42°43'37"W	41.15'
L8	N13°01'38"W	25.00'
L10	N66°15'02"E	10.00'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	325.00'	17°16'05"	97.95'	S80°40'06"W	97.58'
C2	325.00'	44°03'05"	249.87'	S50°00'31"W	243.76'
C3	260.00'	12°52'41"	58.44'	N17°19'39"W	58.32'
C6	60.00'	61°45'45"	64.68'	S30°14'52"E	61.59'
C7	55.00'	87°55'10"	84.40'	S17°10'09"E	76.36'
C8	30.00'	109°59'02"	57.59'	S26°22'26"W	49.14'
C9	190.00'	14°02'13"	46.55'	N17°54'25"W	46.43'
C10	325.00'	8°12'11"	46.53'	S51°32'29"W	46.49'
C11	325.00'	8°13'25"	46.65'	S43°19'41"W	46.61'
C12	200.00'	29°43'58"	103.79'	N27°51'38"W	102.63'
C13	75.00'	44°40'40"	58.48'	N35°19'59"W	57.01'
C14	85.00'	31°09'32"	46.22'	N42°05'33"W	45.66'
C15	225.00'	15°37'28"	61.36'	N18°42'03"W	61.17'
C20	325.00'	11°14'01"	63.72'	S33°35'58"W	63.62'
C21	25.00'	81°36'36"	35.75'	N01°45'19"W	32.78'
C22	225.00'	29°43'58"	116.76'	S27°51'38"E	115.45'
C23	25.00'	90°01'59"	39.28'	N58°00'39"W	35.37'
C24	25.00'	89°58'01"	39.26'	N31°59'21"E	35.35'
C25	50.00'	44°40'40"	38.99'	N35°19'59"W	38.01'
C26	110.00'	31°09'32"	59.82'	S42°05'33"E	59.09'
C27	250.00'	2°44'45"	11.98'	S25°08'25"E	11.98'
C37	325.00'	16°23'28"	92.98'	S63°50'18"W	92.66'
C38	25.00'	81°37'49"	35.62'	S83°32'31"E	32.68'
C39	175.00'	14°48'01"	45.20'	S35°19'37"E	45.08'
C40	175.00'	13°15'51"	40.51'	S21°17'40"E	40.42'
C41	175.00'	1°40'06"	5.10'	S13°49'42"E	5.10'
C42	100.00'	6°42'19"	11.70'	N16°20'49"W	11.70'
C43	100.00'	27°49'26"	48.56'	N33°36'41"W	48.09'
C44	100.00'	10°08'54"	17.71'	N52°35'52"W	17.69'
C46	200.00'	15°37'28"	54.54'	S18°42'03"E	54.37'
C66	50.00'	2°16'13"	1.98'	N78°06'28"E	1.98'
C67	50.00'	38°54'01"	33.95'	S81°18'25"E	33.30'
C68	50.00'	42°21'39"	36.97'	S40°40'35"E	36.13'
C69	50.00'	32°40'39"	28.52'	S03°09'26"E	28.13'
C70	50.00'	32°40'39"	28.52'	S29°31'14"W	28.13'
C71	50.00'	30°21'09"	26.49'	S61°02'07"W	26.18'
C72	50.00'	71°17'24"	62.21'	N68°08'36"W	58.28'
C73	25.00'	70°31'44"	30.77'	S67°45'47"E	28.87'
C97	250.00'	12°52'43"	56.19'	S17°19'41"E	56.08'

- LEGEND
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  - UNLESS OTHERWISE NOTED DENOTES P.C.P., STAMPED L.B.#3624
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  - MATCHLINE
  - ③ SHEET REFERENCE NUMBER

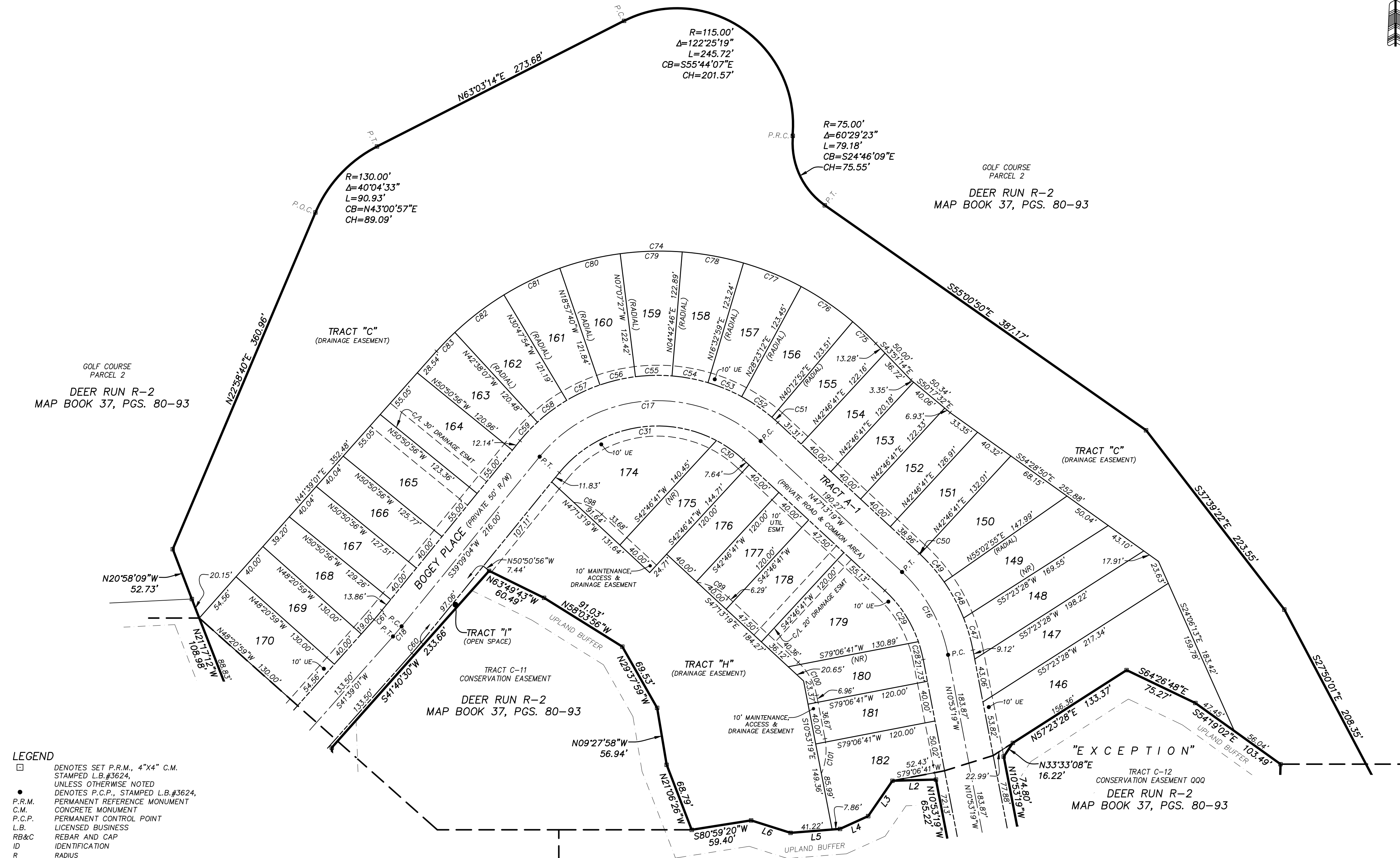


PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

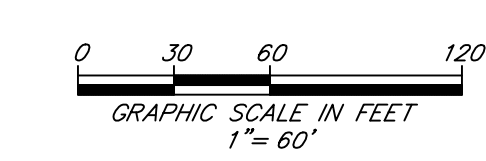
SHEET 4 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C16	150.00'	36°20'00"	95.12'	N29°03'19"W	93.53'
C17	150.00'	93°37'36"	245.11'	S85°57'52"W	218.74'
C18	300.00'	2°29'57"	13.09'	S40°24'03"W	13.08'
C28	125.00'	8°24'21"	18.34'	N15°05'30"W	18.32'
C29	125.00'	27°55'39"	60.93'	N33°15'30"W	60.33'
C30	125.00'	15°00'13"	32.73'	N54°43'26"W	32.64'
C31	125.00'	78°37'24"	171.53'	S78°27'46"W	158.38'
C47	175.00'	10°46'18"	32.90'	N16°16'28"W	32.85'
C48	175.00'	131°7'27"	40.59'	N28°18'21"W	40.50'
C49	175.00'	11°55'50"	36.44'	N40°55'00"W	36.37'
C50	175.00'	0°20'25"	1.04'	N47°03'07"W	1.04'
C51	175.00'	2°33'49"	7.83'	N48°30'14"W	7.83'
C52	175.00'	11°49'40"	36.13'	N55°41'58"W	36.06'
C53	175.00'	11°50'13"	36.15'	N67°31'54"W	36.09'
C54	175.00'	11°50'13"	36.15'	N79°22'07"W	36.09'
C55	175.00'	11°50'13"	36.15'	S88°47'39"W	36.09'
C56	175.00'	11°50'13"	36.15'	S76°57'26"W	36.09'
C57	175.00'	11°50'13"	36.15'	S65°07'13"W	36.09'
C58	175.00'	11°50'13"	36.15'	S53°17'00"W	36.09'
C59	175.00'	8°12'49"	25.09'	S43°15'29"W	25.07'
C60	325.00'	2°29'57"	14.18'	N40°24'03"E	14.18'
C61	275.00'	2°29'57"	12.00'	N40°24'03"E	11.99'
C74	295.00'	94°40'43"	487.47'	S88°59'23"W	433.87'
C75	295.00'	6°06'07"	31.42'	N46°43'19"W	31.40'
C76	295.00'	11°58'04"	61.62'	N55°45'24"W	61.51'
C77	295.00'	11°58'18"	61.64'	N67°43'35"W	61.53'
C78	295.00'	11°57'38"	61.58'	N79°41'33"W	61.47'
C79	295.00'	11°56'39"	61.50'	S88°21'18"W	61.39'
C80	295.00'	11°55'24"	61.39'	S76°25'17"W	61.28'
C81	295.00'	11°53'55"	61.26'	S64°30'38"W	61.15'
C82	295.00'	11°52'17"	61.12'	S52°37'32"W	61.01'
C83	295.00'	5°02'22"	25.95'	S44°10'12"W	25.94'
C98	45.00'	38°56'33"	30.59'	N66°41'36"W	30.00'
C99	60.00'	33°33'26"	35.14'	N64°00'02"W	34.64'
C100	60.00'	36°20'00"	38.05'	N29°03'19"W	37.41'
C101	60.00'	33°33'26"	35.14'	N05°53'24"E	34.64'

- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
  - DENOTES P.C.P., STAMPED L.B.#3624, PERMANENT REFERENCE MONUMENT
  - CONCRETE MONUMENT
  - PERMANENT CONTROL POINT
  - LICENSED BUSINESS
  - REBAR AND CAP
  - IDENTIFICATION
  - R RADIUS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - C/L CENTERLINE
  - CT TABULATED CURVE DATA
  - L1 TABULATED LINE DATA
  - (NR) NON-RADIAL
  - R/W RIGHT OF WAY
  - M.B. MAP BOOK
  - PG. PAGE
  - O.R.B. OFFICIAL RECORDS BOOK
  - UE UTILITY EASEMENT
  - ESMT EASEMENT
  - MATCHLINE
  - ③ SHEET REFERENCE NUMBER

LINE TABLE		
LINE	BEARING	LENGTH
L2	S88°21'51"W	42.99'
L3	S34°30'26"W	42.30'
L4	S65°35'00"W	30.49'
L5	S85°25'10"W	49.08'
L6	N72°26'08"W	40.82'

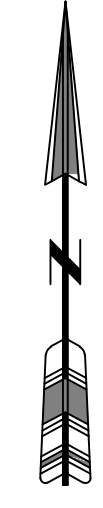
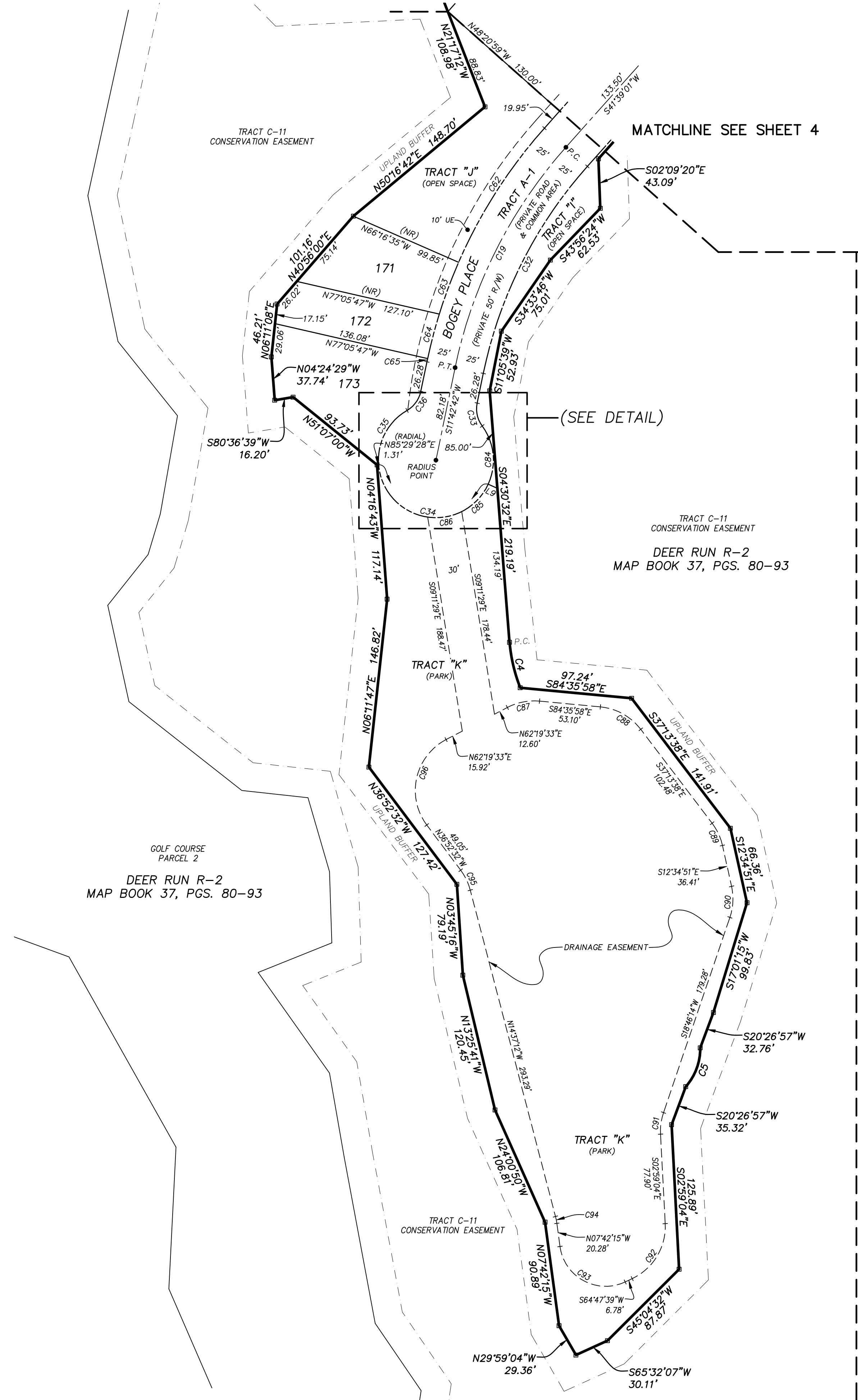
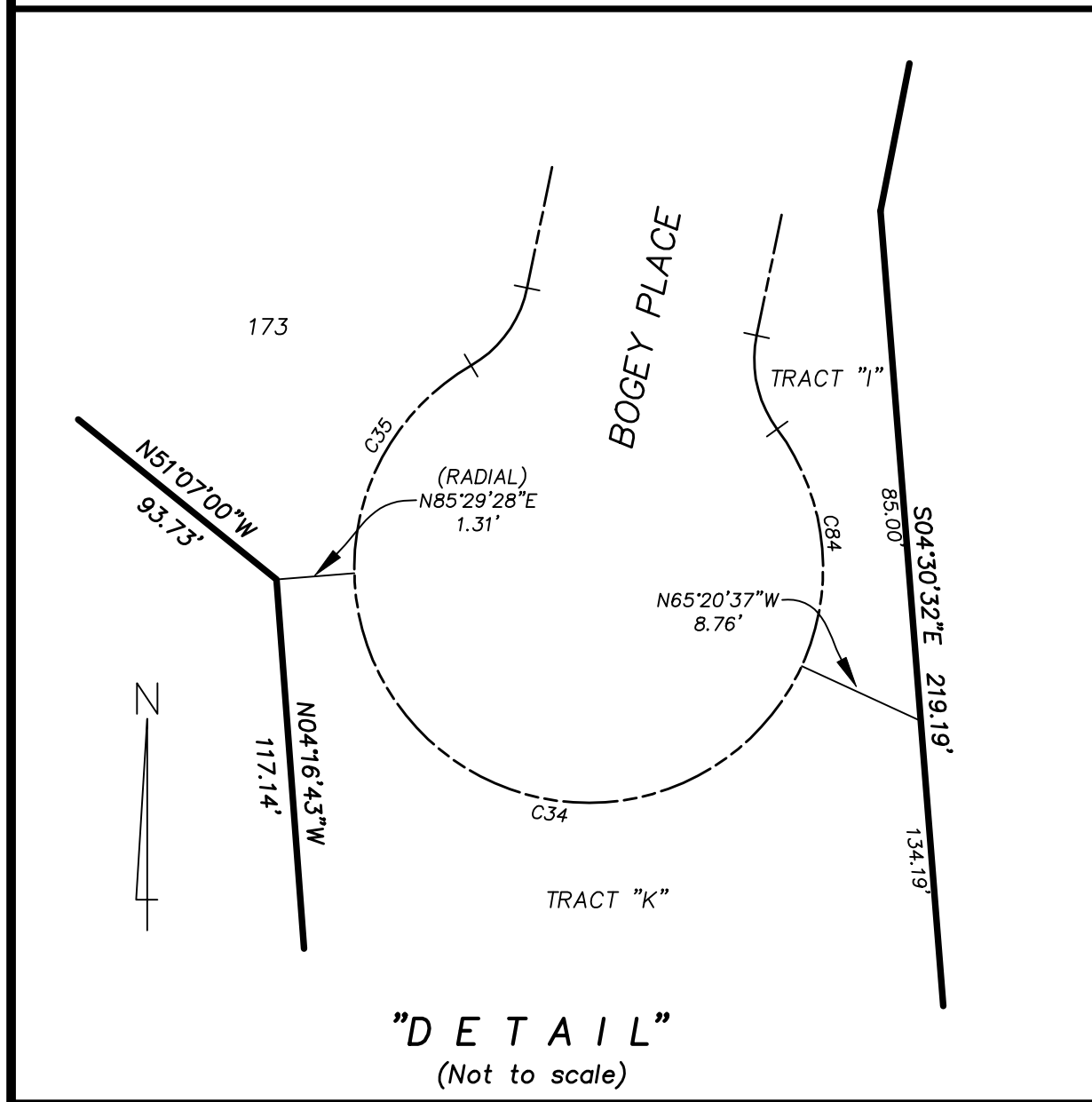


PREPARED BY:  
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CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

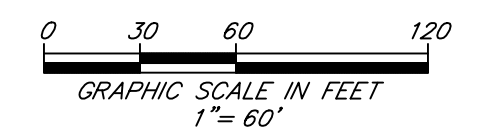
SHEET 5 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C4	140.00'	16°41'28"	40.78'	S13°10'45"E	40.64'
C5	50.00'	42°11'21"	36.82'	S20°26'57"W	35.99'
C19	415.00'	29°56'20"	216.85'	S26°40'52"W	214.39'
C32	390.00'	29°56'20"	203.79'	S26°40'52"W	201.48'
C33	25.00'	48°11'23"	21.03'	S12°23'00"E	20.41'
C34	50.00'	150°50'05"	131.63'	S79°55'35"E	96.78'
C35	50.00'	64°24'37"	56.21'	S27°41'46"W	53.30'
C36	25.00'	48°11'23"	21.03'	N35°48'23"E	20.41'
C62	440.00'	18°06'27"	139.05'	S32°35'48"W	138.48'
C63	440.00'	6°15'10"	48.02'	S20°25'00"W	47.99'
C64	440.00'	5°12'47"	40.03'	S14°41'01"W	40.02'
C65	440.00'	0°21'56"	2.81'	S11°53'40"W	2.81'
C84	50.00'	61°08'04"	53.35'	N05°54'39"W	50.85'
C85	50.00'	38°41'41"	33.77'	N44°00'13"E	33.13'
C86	50.00'	34°54'55"	30.47'	N80°48'31"E	30.00'
C87	50.00'	33°04'29"	28.86'	S78°51'48"W	28.46'
C88	50.00'	47°22'20"	41.34'	N60°54'48"W	40.17'
C89	50.00'	24°38'47"	21.51'	N24°54'15"W	21.34'
C90	50.00'	31°21'05"	27.36'	N03°05'42"E	27.02'
C91	50.00'	21°45'18"	18.98'	S07°53'35"W	18.87'
C92	50.00'	67°46'43"	59.15'	N30°54'17"E	55.76'
C93	40.00'	107°30'06"	75.05'	S61°27'18"E	64.52'
C94	50.00'	6°54'57"	6.04'	N11°09'44"W	6.03'
C95	50.00'	22°15'20"	19.42'	N25°44'52"W	19.30'
C96	50.00'	99°12'05"	86.57'	S12°43'31"W	76.15'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N65°20'37"W	8.76'

- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624. UNLESS OTHERWISE NOTED DENOTES P.C.P., STAMPED L.B.#3624.
  - P.R.M. PERMANENT REFERENCE MONUMENT
  - C.M. CONCRETE MONUMENT
  - P.C.P. PERMANENT CONTROL POINT
  - L.B. LICENSED BUSINESS
  - RB&C REBAR AND CAP
  - ID IDENTIFICATION
  - R RADIUS
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  - L ARC LENGTH
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# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

## PRELIMINARY PLAT BUNNELL, FLORIDA

### LEGAL DESCRIPTION

A portion of Section 2, Township 12 South, Range 30 East, City of Bunnell, Flagler County, Florida, being a replat of a portion of Parcels 2 and 14 as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'05", an arc length of 97.95 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 80°40'06" West, 97.58 feet.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 325.00 feet, through a central angle of 44°03'05", an arc length of 249.87 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 50°00'31" West, 243.76 feet; thence South 27°58'58" West, 166.26 feet; thence North 57°52'26" West, 15.81 feet; thence North 22°39'05" West, 125.74 feet; thence North 36°55'09" West, 103.10 feet; thence North 26°48'19" West, 59.61 feet; thence North 27°28'09" West, 97.15 feet; thence North 53°37'09" West, 95.34 feet; thence North 82°53'16" West, 118.67 feet; thence North 80°25'46" West, 61.75 feet; thence North 19°14'06" East, 66.69 feet; thence North 36°57'14" East, 79.60 feet; thence North 14°00'51" East, 90.42 feet; thence North 18°47'15" West, 37.25 feet; thence North 35°53'46" West, 47.70 feet; thence North 73°00'25" East, 45.72 feet; thence South 72°44'58" East, 41.39 feet; thence South 55°16'42" East, 73.67 feet; thence North 71°32'36" East, 74.88 feet; thence North 04°30'17" East, 62.49 feet to a point on a non-tangent curve concave Easterly having a radius of 260.00 feet; thence Northerly along the arc of said curve, through a central angle of 12°52'41", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'39" West, 58.32 feet; thence North 10°53'19" West, 65.22 feet; thence South 88°21'51" West, 42.99 feet; thence South 34°30'26" West, 42.30 feet; thence South 65°35'00" West, 30.49 feet; thence South 85°25'10" West, 49.08 feet; thence North 72°26'08" West, 40.82 feet; thence South 80°59'20" West, 59.40 feet; thence North 21°06'26" West, 68.79 feet; thence North 09°27'58" West, 56.94 feet; thence North 29°37'59" West, 69.53 feet; thence North 58°03'56" West, 91.03 feet; thence North 63°49'43" West, 60.49 feet; thence South 41°40'30" West, 233.66 feet; thence South 02°09'20" East, 43.09 feet; thence South 43°50'24" West, 62.53 feet; thence South 34°33'46" West, 75.01 feet; thence South 11°05'39" West, 52.93 feet; thence South 04°30'32" East, 219.19 feet to a point on a non-tangent curve concave Easterly having a radius of 140.00 feet; thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; thence South 84°35'58" East, along a non-tangent line, 97.24 feet; thence South 37°13'38" East, 141.91 feet; thence South 12°34'51" East, 66.36 feet; thence South 17°01'15" West, 99.83 feet; thence South 20°26'57" West, 32.76 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of 42°11'21", an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°26'57" West, 35.99 feet; thence South 20°26'57" West, along a non-tangent line, 35.32 feet; thence South 02°59'04" East, 125.89 feet; thence South 45°04'32" West, 87.87 feet; thence South 65°32'07" West, 30.11 feet; thence North 29°59'04" West, 29.36 feet; thence North 07°42'15" West, 90.89 feet; thence North 24°00'50" West, 106.81 feet; thence North 13°25'41" West, 120.45 feet; thence North 03°45'16" West, 79.19 feet; thence North 36°52'32" West, 127.42 feet; thence North 06°11'47" East, 146.82 feet; thence North 04°16'43" West, 117.14 feet; thence North 51°07'00" West, 93.73 feet; thence South 80°36'39" West, 16.20 feet; thence North 04°24'29" West, 37.74 feet; thence North 06°11'08" East, 46.21 feet; thence North 40°56'00" East, 101.16 feet; thence North 22°58'40" East, 148.70 feet; thence North 21°17'12" West, 108.98 feet; thence North 20°58'09" West, 52.73 feet; thence North 22°58'40" East, 360.96 feet to a point on a curve concave Southeasterly having a radius of 130.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 40°04'33", an arc length of 90.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°00'57" East, 89.09 feet; thence North 63°03'14" East, 273.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 115.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 122°25'19", an arc length of 245.72 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°44'06" East, 201.57 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 75.00 feet, through a central angle of 60°29'23", an arc length of 79.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°46'09" East, 75.55 feet; thence South 55°00'50" East, 387.17 feet; thence South 37°39'22" East, 223.55 feet; thence South 27°50'01" East, 208.35 feet; thence South 00°38'01" West, 110.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 60.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 61°45'45", an arc length of 64.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 30°14'52" East, 61.59 feet; thence South 61°07'44" East, 108.20 feet to the point of curvature of a curve concave Westerly having a radius of 55.00 feet; thence Southerly along the arc of said curve, through a central angle of 87°55'10", an arc length of 84.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 17°10'09" East, 76.36 feet; thence South 26°47'26" West, 101.22 feet; thence South 28°37'05" East, 39.66 feet; to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 109°59'02", an arc length of 57.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°22'26" West, 49.14 feet; thence South 81°21'57" West, 95.77 feet; thence South 17°58'02" East, 92.59 feet to the Point of Beginning.

Less and except from the above description the following:

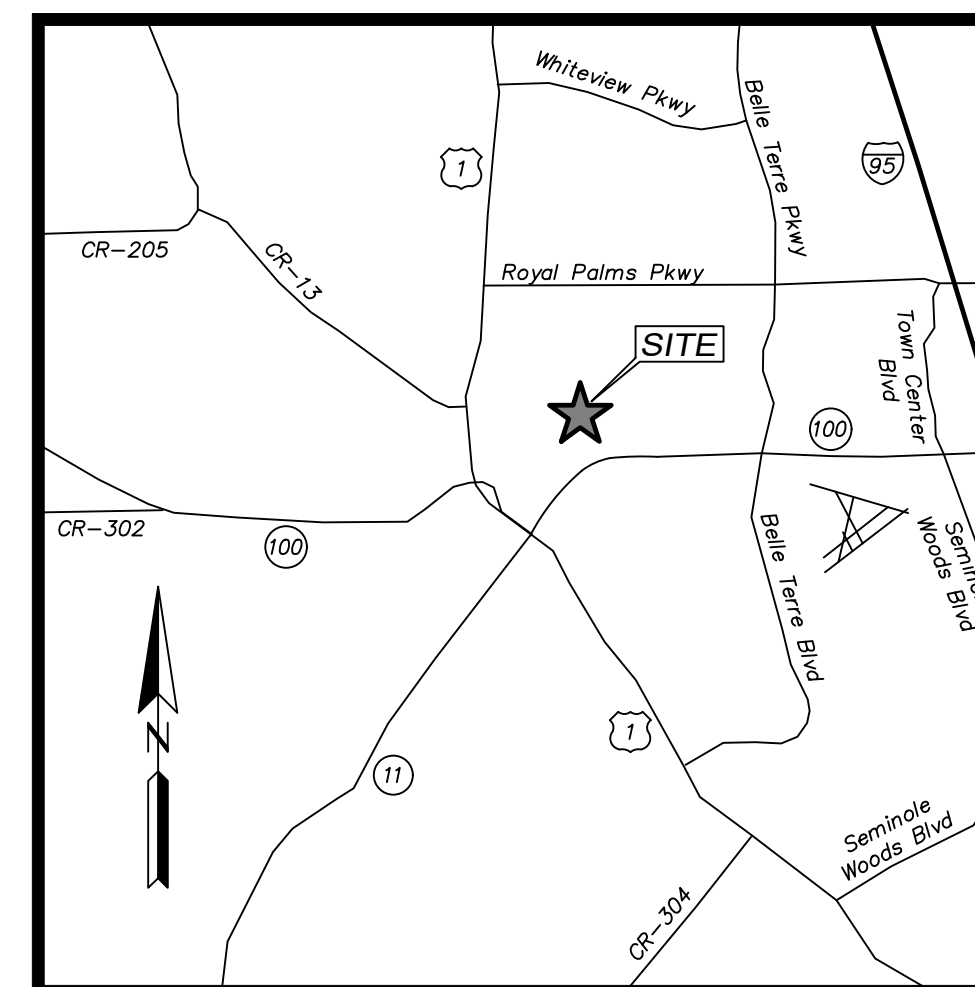
All of Tract C-12 (Conservation Easement 000) as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'10", an arc length of 97.96 feet, said arc being subtended by a chord bearing and distance of South 80°40'03" West, 97.59 feet; thence North 17°58'02" West, 92.59 feet; thence South 77°00'21" West, 25.90 feet; thence North 12°59'39" West, 415.88 feet to the Point of Beginning.

From said Point of Beginning, thence South 41°33'17" West, 70.25 feet; thence South 58°58'44" West, 65.57 feet; thence North 57°40'19" West, 151.91 feet to a point on a non-tangent curve concave Easterly having a radius of 190.00 feet; thence Northerly along the arc of said curve, through a central angle of 14°02'13", an arc length of 46.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°54'25" West, 46.43 feet; thence North 10°53'19" West, 74.80 feet; thence North 33°33'08" East, 16.22 feet; thence North 57°23'28" East, 133.37 feet; thence South 64°26'48" East, 75.27 feet; thence South 54°19'02" East, 103.49 feet; thence South 01°25'38" West, 92.22 feet; thence South 41°33'17" West, 17.22 feet to the Point of Beginning.

Containing 24.51 acres, more or less.

TOTAL ACREAGE OF  
GRAND RESERVE PHASE 3: 24.51 ACRES, MORE OR LESS



VICINITY MAP  
(NOT TO SCALE)

Owner: D.R. Horton, Inc. – Jacksonville  
4220 Race Track Road  
St. Johns, Florida 32259

### INDEX OF SHEETS

-- COVER SHEET  
1-5 GRAND RESERVE PHASE 3

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624



# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

## LEGAL DESCRIPTION

A portion of Section 2, Township 12 South, Range 30 East, City of Bunnell, Flagler County, Florida, being a replat of a portion of Parcels 2 and 14 as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'05", an arc length of 97.95 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 80°40'06" West, 97.58 feet.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 325.00 feet, through a central angle of 44°03'05", an arc length of 249.87 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 50°00'31" West, 243.76 feet; thence South 27°58'58" West, 166.26 feet; thence North 57°52'26" West, 15.81 feet; thence North 22°39'05" West, 125.74 feet; thence North 36°55'09" West, 103.10 feet; thence North 26°48'19" West, 59.61 feet; thence North 27°28'09" West, 97.15 feet; thence North 53°37'09" West, 95.34 feet; thence North 82°53'16" West, 118.67 feet; thence North 80°25'46" West, 61.75 feet; thence North 19°14'06" East, 66.69 feet; thence North 36°57'14" East, 79.60 feet; thence North 14°00'51" East, 90.42 feet; thence North 18°47'15" West, 37.25 feet; thence North 35°53'46" West, 47.70 feet; thence North 73°00'25" East, 45.72 feet; thence South 72°44'58" East, 41.39 feet; thence South 55°16'42" East, 73.67 feet; thence North 71°32'36" East, 74.88 feet; thence North 04°30'17" East, 62.49 feet to a point on a non-tangent curve concave Easterly having a radius of 260.00 feet; thence Northerly along the arc of said curve, through a central angle of 12°52'41", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'39" West, 58.32 feet; thence North 10°53'19" West, 65.22 feet; thence South 88°21'51" West, 42.99 feet; thence South 34°30'26" West, 42.30 feet; thence South 65°35'00" West, 30.49 feet; thence South 85°25'10" West, 49.08 feet; thence North 72°26'08" West, 40.82 feet; thence South 80°59'20" West, 59.40 feet; thence North 21°06'26" West, 68.79 feet; thence North 09°27'58" West, 56.94 feet; thence North 29°37'59" West, 69.53 feet; thence North 58°03'56" West, 91.03 feet; thence North 63°49'43" West, 60.49 feet; thence South 41°40'30" West, 233.66 feet; thence South 02°09'20" East, 43.09 feet; thence South 43°56'24" West, 62.53 feet; thence South 34°33'46" West, 75.01 feet; thence South 11°05'39" West, 52.93 feet; thence South 04°30'32" East, 219.19 feet to a point on a non-tangent curve concave Easterly having a radius of 140.00 feet; thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; thence South 84°35'58" East, along a non-tangent line, 97.24 feet; thence South 37°13'38" East, 141.91 feet; thence South 12°34'51" East, 66.36 feet; thence South 17°01'15" West, 99.83 feet; thence South 20°26'57" West, 32.76 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of 42°11'21", an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°26'57" West, 35.99 feet; thence South 20°26'57" West, along a non-tangent line, 35.32 feet; thence South 02°59'04" East, 125.89 feet; thence South 45°04'32" West, 87.87 feet; thence South 65°32'07" West, 30.11 feet; thence North 29°59'04" West, 29.36 feet; thence North 07°42'15" West, 90.89 feet; thence North 24°00'50" West, 106.81 feet; thence North 13°25'41" West, 120.45 feet; thence North 03°45'16" West, 79.19 feet; thence North 36°52'32" West, 127.42 feet; thence North 06°11'47" East, 146.82 feet; thence North 04°16'43" West, 117.14 feet; thence North 51°07'00" West, 93.73 feet; thence South 80°36'39" West, 16.20 feet; thence North 04°24'29" West, 37.74 feet; thence North 06°11'08" East, 46.21 feet; thence North 40°56'00" East, 101.16 feet; thence North 50°16'42" East, 148.70 feet; thence North 21°17'12" West, 108.98 feet; thence North 20°58'09" West, 52.73 feet; thence North 22°58'40" East, 360.96 feet to a point on a curve concave Southeasterly having a radius of 130.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 40°04'33", an arc length of 90.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°00'57" East, 89.09 feet; thence North 63°03'14" East, 273.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 115.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 122°25'19", an arc length of 245.72 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°44'06" East, 201.57 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 75.00 feet, through a central angle of 60°29'23", an arc length of 79.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°46'09" East, 75.55 feet; thence South 55°00'50" East, 387.17 feet; thence South 37°39'22" East, 223.55 feet; thence South 27°50'01" East, 208.35 feet; thence South 00°38'01" West, 110.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 60.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 61°45'45", an arc length of 64.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 30°14'52" East, 61.59 feet; thence South 61°07'44" East, 108.20 feet to the point of curvature of a curve concave Westerly having a radius of 55.00 feet; thence Southerly along the arc of said curve, through a central angle of 87°55'10", an arc length of 84.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 17°10'09" East, 76.36 feet; thence South 26°47'26" West, 101.22 feet; thence South 28°37'05" East, 39.66 feet; to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 109°59'02", an arc length of 57.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°22'26" West, 49.14 feet; thence South 81°21'57" West, 95.77 feet; thence South 17°58'02" East, 92.59 feet to the Point of Beginning.

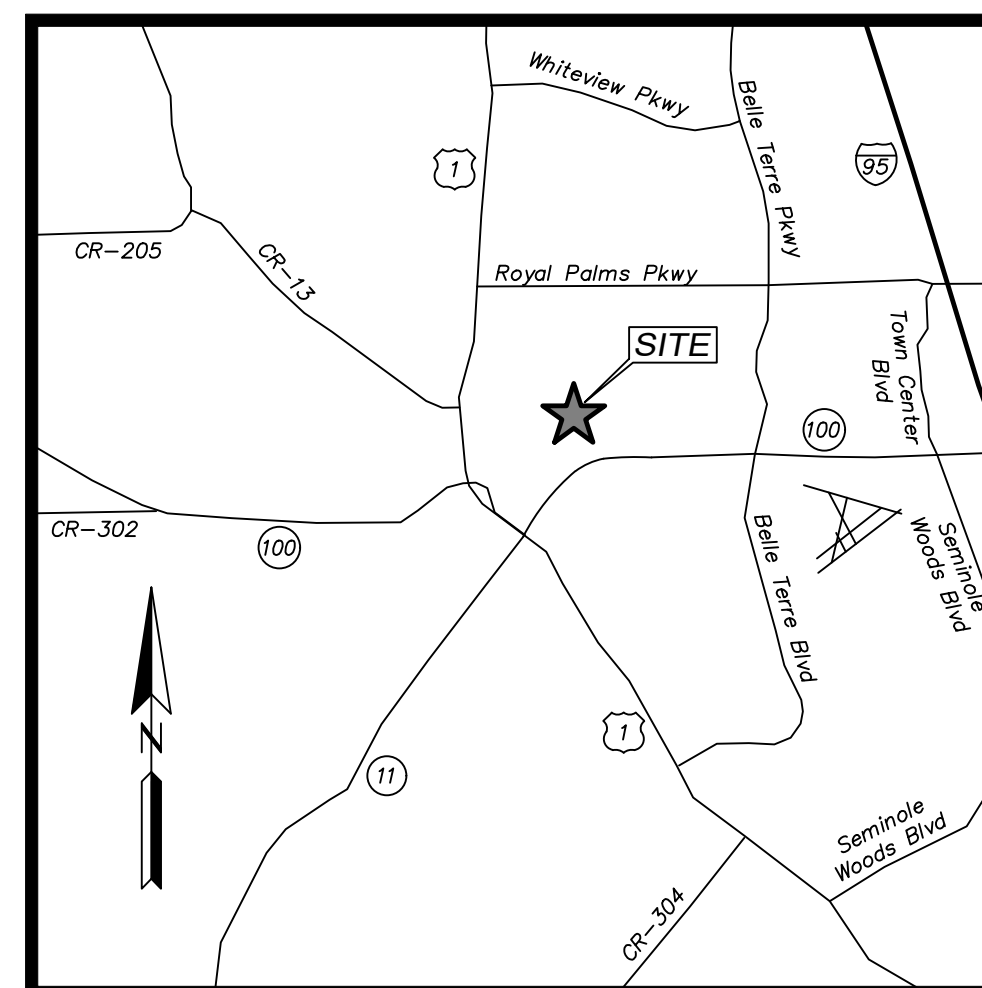
Less and except from the above description the following:

All of Tract C-12 (Conservation Easement QQQ) as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'10", an arc length of 97.96 feet, said arc being subtended by a chord bearing and distance of South 80°40'03" West, 97.59 feet; thence North 17°58'02" West, 92.59 feet; thence South 77°00'21" West, 25.90 feet; thence North 12°59'39" West, 415.88 feet to the Point of Beginning.

From said Point of Beginning, thence South 41°33'17" West, 70.25 feet; thence South 58°58'44" West, 65.57 feet; thence North 57°40'19" West, 151.91 feet to a point on a non-tangent curve concave Easterly having a radius of 190.00 feet; thence Northerly along the arc of said curve, through a central angle of 14°02'13", an arc length of 46.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°54'25" West, 46.43 feet; thence North 10°53'19" West, 74.80 feet; thence North 33°33'08" East, 16.22 feet; thence North 57°23'28" East, 133.37 feet; thence South 64°26'48" East, 75.27 feet; thence South 54°19'02" East, 103.49 feet; thence South 01°25'38" West, 92.22 feet; thence South 41°33'17" West, 17.22 feet to the Point of Beginning.

Containing 24.51 acres, more or less.



VICINITY MAP  
(NOT TO SCALE)

## CERTIFICATE OF APPROVAL

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 the foregoing plat was approved by the City of Bunnell, Florida.

By: \_\_\_\_\_  
Mayor, City of Bunnell

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Chair, Planning, Zoning and Appeals

## CERTIFICATE OF CLERK

I hereby certify that the foregoing plat was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ File No. \_\_\_\_\_

By: \_\_\_\_\_  
Clerk and Ex-Officio Clerk to the Board of County Commissioners Flagler County, Florida

## REVIEWING ENGINEER'S CERTIFICATION

I hereby certify, that the undersigned, is a licensed Engineer, and is either employed or under contract with Flagler County. I also certify that I am not representing the owner or owners of record and have reviewed this plat.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Florida Professional Engineer  
License Number: \_\_\_\_\_

## REVIEWING SURVEYOR'S CERTIFICATION

I hereby certify, that the undersigned, is a licensed Professional Surveyor and Mapper, and is either employed or under contract with City of Bunnell / Flagler County. I also certify that I am not representing the owner or owners of record and have reviewed this plat and found it to comply with the requirements of Part 1, Chapter 177, Florida Statutes.

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Florida Professional Surveyor and Mapper  
Certificate No. LS \_\_\_\_\_

## ADOPTION AND DEDICATION

This is to certify that D.R. Horton, Inc. - Jacksonville, a Delaware corporation ("Owner"), is the fee simple owner of the lands described in the caption hereon known as GRAND RESERVE PHASE 3, has caused the same to be surveyed and subdivided, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of those lands.

Tracts "A-1" and "A-2" for Private Road & Common Area as shown on this plat shall remain privately owned and the sole and exclusive property of the Owner, its successors and assigns, being reserved as private roadway tract serving abutting lots for ingress, egress, utilities, drainage and other purposes not inconsistent with this reservation and is the perpetual maintenance obligation of the Owner, its successors and assigns, without recourse to the City of Bunnell; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said tract to a property owners association or other such entity or person as will assume all obligation of maintenance and operation thereof under the plat.

A utility easement is dedicated to the City of Bunnell over all private rights of way for the construction, operation, and maintenance of utility facilities.

Drainage Tracts "B", "C" and "H" are hereby retained by the undersigned Owner, its successors and assigns. The obligation for maintenance of all drainage facilities located therein shall be that of the Owner, its successors and assigns, without recourse to the City of Bunnell; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said easements to a property owners association or other such entity or person as will assume all obligation of maintenance and operation thereof under the plat.

Conservation Area Tracts "D" and "E" are hereby retained by the undersigned Owner, its successors and assigns.

Open Space Tracts "F", "G", "I" and "J" are hereby retained by the undersigned Owner, its successors and assigns.

Park Tract "K" is hereby retained by the undersigned Owner, its successors and assigns.

Those easements designated as "FPL Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its exclusive use in conjunction with its underground electrical system.

A ten foot (10') wide non-exclusive utility easement is hereby granted to any public or private utility provider along the frontage of all lots and tracts adjacent to where applicable.

In witness whereof, the undersigned Owner has executed this plat on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER: D.R. Horton, Inc. - Jacksonville  
a Delaware corporation

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

BY: \_\_\_\_\_  
Philip A. Fremonto  
Vice President

## STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Philip A. Fremonto, Vice President, of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida at Large

Printed Name \_\_\_\_\_

My Commission expires \_\_\_\_\_  
Commission Number \_\_\_\_\_

Owner: D.R. Horton, Inc. - Jacksonville  
4220 Race Track Road  
St. Johns, Florida 32259

## SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Andrew O. Knuppel  
Professional Surveyor and Mapper  
State of Florida Registered Surveyor No. 6511

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

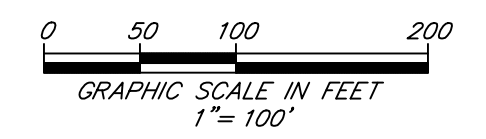
# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.



- NOTES:**
- 1) Bearings shown are referenced to the State Plane coordinates as indicated herein and are based on the boundary line of Grand Reserve Phase 2 as being South 00°43'49" East.
  - 2) Coordinates based on GPS observation of the following National Geodetic Survey Control Station "FLBN" (Palm Coast) coordinates:  
Station "FLBN" (Palm Coast) coordinates:  
N 1912449.285 E 564922.441  
Coordinate Datum: State Plane values reference Florida East Zone,  
North American Datum 1983 (2011) and are in U.S. survey feet.
  - 3) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not depicted on this plat that may be found in the Public Records of this county.
  - 4) Pursuant to the provisions of Section 177.091(28), Florida Statutes, all platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.
  - 5) Nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.
  - 6) There is reserved a 10 foot easement for utilities, landscape, irrigation and sidewalks along the front of all lots and tracts.
  - 7) Semimole Woods and Deer Run R-2 lot and tract lines depicted herein are graphic representations only and do not reflect field measure unless otherwise noted.

- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
  - DENOTES P.C.P., STAMPED L.B.#3624, PERMANENT REFERENCE MONUMENT
  - P.R.M. CONCRETE MONUMENT
  - C.M. PERMANENT CONTROL POINT
  - P.C.P. PERMANENT CONTROL POINT
  - L.B. LICENSED BUSINESS
  - RB&C REBAR AND CAP IDENTIFICATION
  - ID IDENTIFICATION
  - R RADIUS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - OB CHORD BEARING
  - CH CHORD DISTANCE
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - C/L CENTERLINE
  - CL TABULATED CURVE DATA
  - LI TABULATED LINE DATA
  - (NR) NON-RADIAL
  - R/W RIGHT OF WAY
  - M.B. MAP BOOK
  - P.G. PAGE
  - O.R.B. OFFICIAL RECORDS BOOK
  - UE UTILITY EASEMENT
  - ESMT EASEMENT
  - ③ MATCHLINE SHEET REFERENCE NUMBER

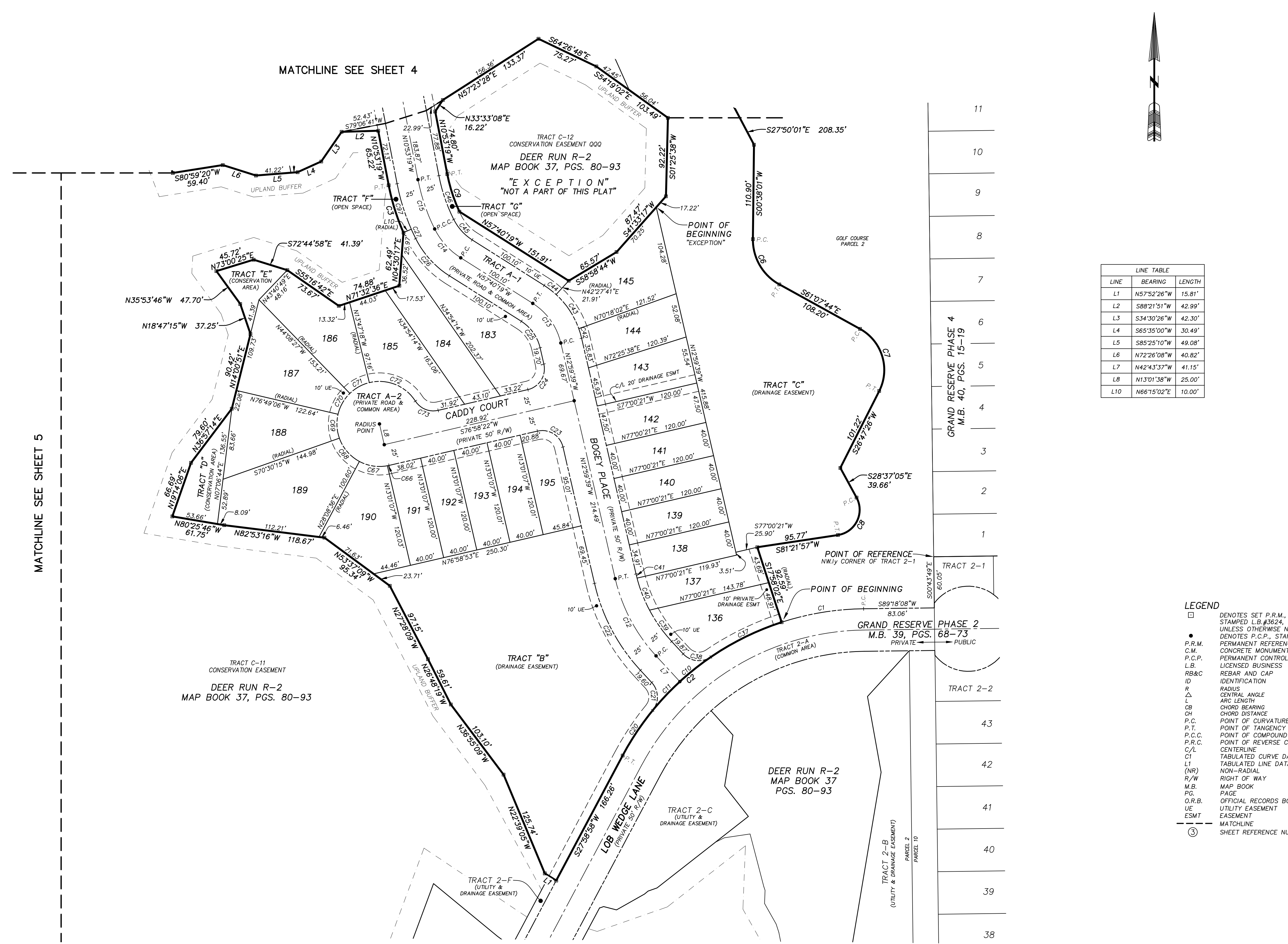


PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

SHEET 3 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES



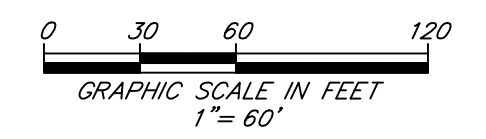
LINE TABLE

LINE	BEARING	LENGTH
L1	N57°52'26"W	15.81'
L2	S88°21'51"W	42.99'
L3	S34°30'26"W	42.30'
L4	S65°35'00"W	30.49'
L5	S85°25'10"W	49.08'
L6	N72°26'08"W	40.82'
L7	N42°43'37"W	41.15'
L8	N13°01'38"W	25.00'
L10	N66°15'02"E	10.00'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	325.00'	17°16'05"	97.95'	S80°40'06"W	97.58'
C2	325.00'	44°03'05"	249.87'	S50°00'31"W	243.76'
C3	260.00'	12°52'41"	58.44'	N17°19'39"W	58.32'
C6	60.00'	61°45'45"	64.68'	S30°14'52"E	61.59'
C7	55.00'	87°55'10"	84.40'	S17°10'09"E	76.36'
C8	30.00'	109°59'02"	57.59'	S26°22'26"W	49.14'
C9	190.00'	14°02'13"	46.55'	N17°54'25"W	46.43'
C10	325.00'	8°12'11"	46.53'	S51°32'29"W	46.49'
C11	325.00'	8°13'25"	46.65'	S43°19'41"W	46.61'
C12	200.00'	29°43'58"	103.79'	N27°51'38"W	102.63'
C13	75.00'	44°40'40"	58.48'	N35°19'59"W	57.01'
C14	85.00'	31°09'32"	46.22'	N42°05'33"W	45.66'
C15	225.00'	15°37'28"	61.36'	N18°42'03"W	61.17'
C20	325.00'	11°14'01"	63.72'	S33°35'58"W	63.62'
C21	25.00'	81°36'36"	35.75'	N01°45'19"W	32.78'
C22	225.00'	29°43'58"	116.76'	S27°51'38"E	115.45'
C23	25.00'	90°01'59"	39.28'	N58°00'39"W	35.37'
C24	25.00'	89°58'01"	39.26'	N31°59'21"E	35.35'
C25	50.00'	44°40'40"	38.99'	N35°19'59"W	38.01'
C26	110.00'	31°09'32"	59.82'	S42°05'33"E	59.09'
C27	250.00'	2°44'45"	11.98'	S25°08'25"E	11.98'
C37	325.00'	16°23'28"	92.98'	S63°50'18"W	92.66'
C38	25.00'	81°37'49"	35.62'	S83°32'31"E	32.68'
C39	175.00'	14°48'01"	45.20'	S35°19'37"E	45.08'
C40	175.00'	13°15'51"	40.51'	S21°17'40"E	40.42'
C41	175.00'	1°40'06"	5.10'	S13°49'42"E	5.10'
C42	100.00'	6°42'19"	11.70'	N16°20'49"W	11.70'
C43	100.00'	27°49'26"	48.56'	N33°36'41"W	48.09'
C44	100.00'	10°08'54"	17.71'	N52°35'52"W	17.69'
C46	200.00'	15°37'28"	54.54'	S18°42'03"E	54.37'
C66	50.00'	2°16'13"	1.98'	N78°06'28"E	1.98'
C67	50.00'	38°54'01"	33.95'	S81°18'25"E	33.30'
C68	50.00'	42°21'39"	36.97'	S40°40'35"E	36.13'
C69	50.00'	32°40'39"	28.52'	S03°09'26"E	28.13'
C70	50.00'	32°40'39"	28.52'	S29°31'14"W	28.13'
C71	50.00'	30°21'09"	26.49'	S61°02'07"W	26.18'
C72	50.00'	71°17'24"	62.21'	N68°08'36"W	58.28'
C73	25.00'	70°31'44"	30.77'	S67°45'47"E	28.87'
C97	250.00'	12°52'43"	56.19'	S17°19'41"E	56.08'

- LEGEND
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  - UNLESS OTHERWISE NOTED DENOTES P.C.P., STAMPED L.B.#3624
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  - MATCHLINE
  - ③ SHEET REFERENCE NUMBER

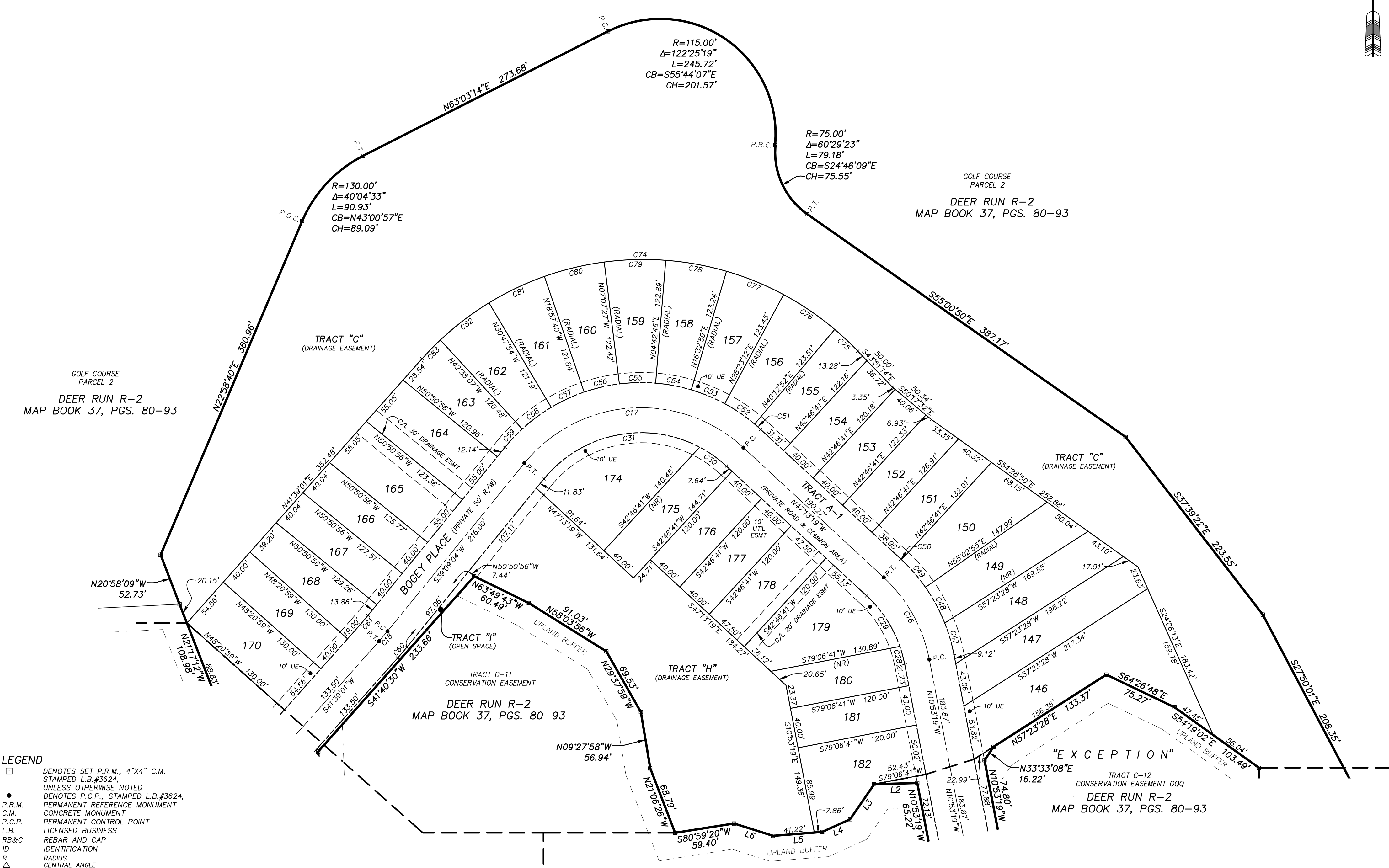


PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

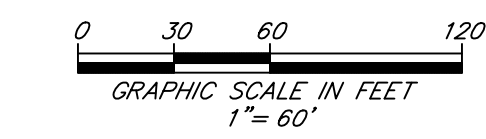
SHEET 4 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES



CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C16	150.00'	36°20'00"	95.12'	N29°03'19"W	93.53'
C17	150.00'	93°37'36"	245.11'	S85°57'52"W	218.74'
C18	300.00'	2°29'57"	13.09'	S40°24'03"W	13.08'
C28	125.00'	8°24'21"	18.34'	N15°05'30"W	18.32'
C29	125.00'	27°55'39"	60.93'	N33°15'30"W	60.33'
C30	125.00'	15°00'13"	32.73'	N54°43'26"W	32.64'
C31	125.00'	78°37'24"	171.53'	S78°27'46"W	158.38'
C47	175.00'	10°46'18"	32.90'	N16°16'28"W	32.85'
C48	175.00'	131°7'27"	40.59'	N28°18'21"W	40.50'
C49	175.00'	11°55'50"	36.44'	N40°55'00"W	36.37'
C50	175.00'	0°20'25"	1.04'	N47°03'07"W	1.04'
C51	175.00'	2°33'49"	7.83'	N48°30'14"W	7.83'
C52	175.00'	11°49'40"	36.13'	N55°41'58"W	36.06'
C53	175.00'	11°50'13"	36.15'	N67°31'54"W	36.09'
C54	175.00'	11°50'13"	36.15'	N79°22'07"W	36.09'
C55	175.00'	11°50'13"	36.15'	S88°47'39"W	36.09'
C56	175.00'	11°50'13"	36.15'	S76°57'26"W	36.09'
C57	175.00'	11°50'13"	36.15'	S65°07'13"W	36.09'
C58	175.00'	11°50'13"	36.15'	S53°17'00"W	36.09'
C59	175.00'	8°12'49"	25.09'	S43°15'29"W	25.07'
C60	325.00'	2°29'57"	14.18'	N40°24'03"E	14.18'
C61	275.00'	2°29'57"	12.00'	N40°24'03"E	11.99'
C74	295.00'	94°40'43"	487.47'	S88°59'23"W	433.87'
C75	295.00'	6°06'07"	31.42'	N46°43'19"W	31.40'
C76	295.00'	11°58'04"	61.62'	N55°45'24"W	61.51'
C77	295.00'	11°58'18"	61.64'	N67°43'35"W	61.53'
C78	295.00'	11°57'38"	61.58'	N79°41'33"W	61.47'
C79	295.00'	11°56'39"	61.50'	S88°21'18"W	61.39'
C80	295.00'	11°55'24"	61.39'	S76°25'17"W	61.28'
C81	295.00'	11°53'55"	61.26'	S64°30'38"W	61.15'
C82	295.00'	11°52'17"	61.12'	S52°37'32"W	61.01'
C83	295.00'	5°02'22"	25.95'	S44°10'12"W	25.94'

LINE	BEARING	LENGTH
L2	S88°21'51"W	42.99'
L3	S34°30'26"W	42.30'
L4	S65°35'00"W	30.49'
L5	S85°25'10"W	49.08'
L6	N72°26'08"W	40.82'

- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
  - DENOTES P.C.P., STAMPED L.B.#3624
  - P.R.M. PERMANENT REFERENCE MONUMENT
  - C.M. CONCRETE MONUMENT
  - P.C.P. PERMANENT CONTROL POINT
  - L.B. LICENSED BUSINESS
  - RB&C REBAR AND CAP
  - ID IDENTIFICATION
  - R RADIUS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - C/L CENTERLINE
  - CT TABULATED CURVE DATA
  - L1 TABULATED LINE DATA
  - (NR) NON-RADIAL
  - R/W RIGHT OF WAY
  - M.B. MAP BOOK
  - PG. PAGE
  - O.R.B. OFFICIAL RECORDS BOOK
  - UE UTILITY EASEMENT
  - ESMT EASEMENT
  - - - MATCHLINE
  - ③ SHEET REFERENCE NUMBER

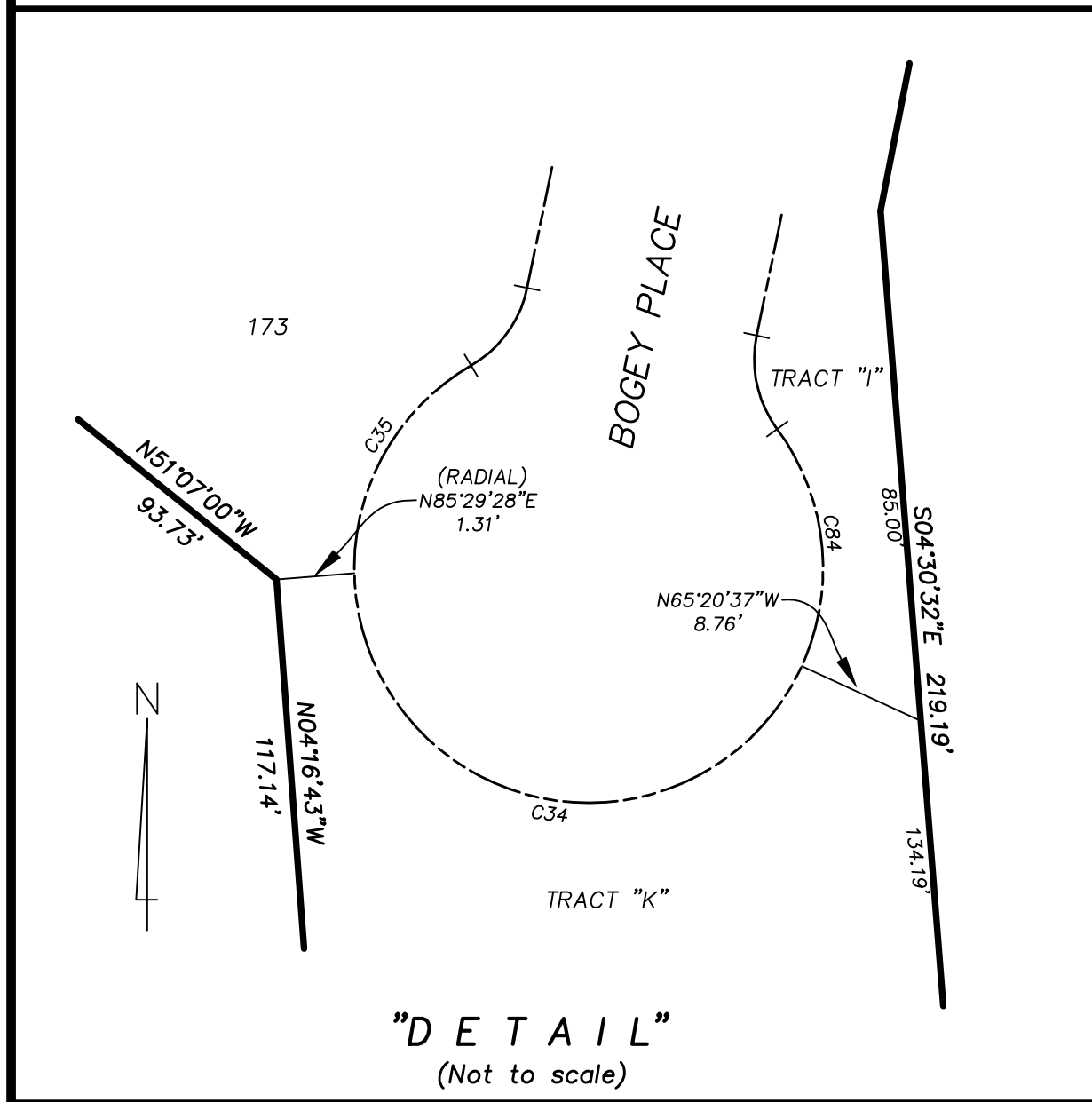


PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

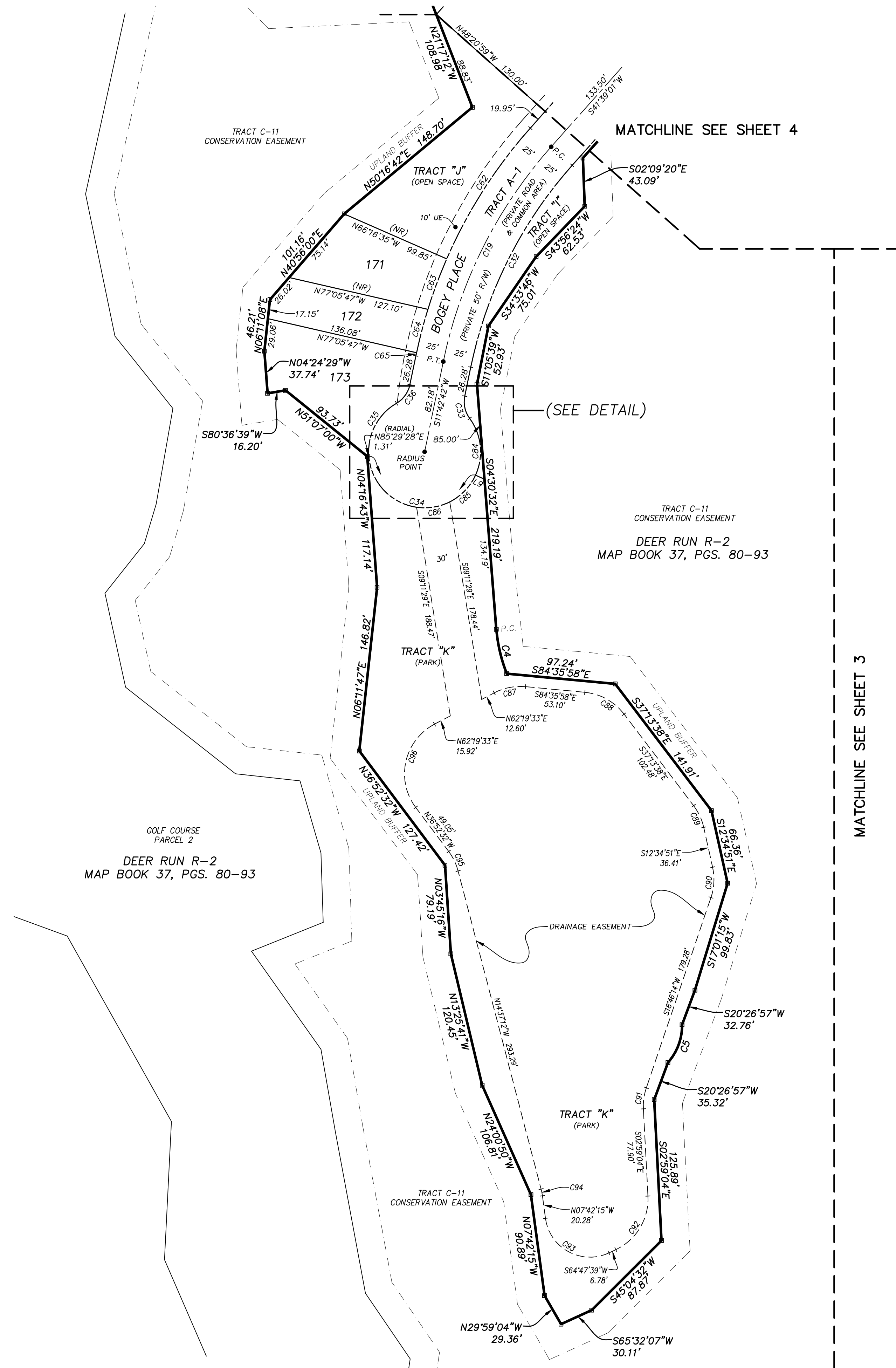
# GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,  
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,  
OF THE PUBLIC RECORDS OF SAID COUNTY.

SHEET 5 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES



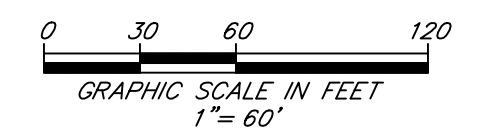
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(Not to scale)



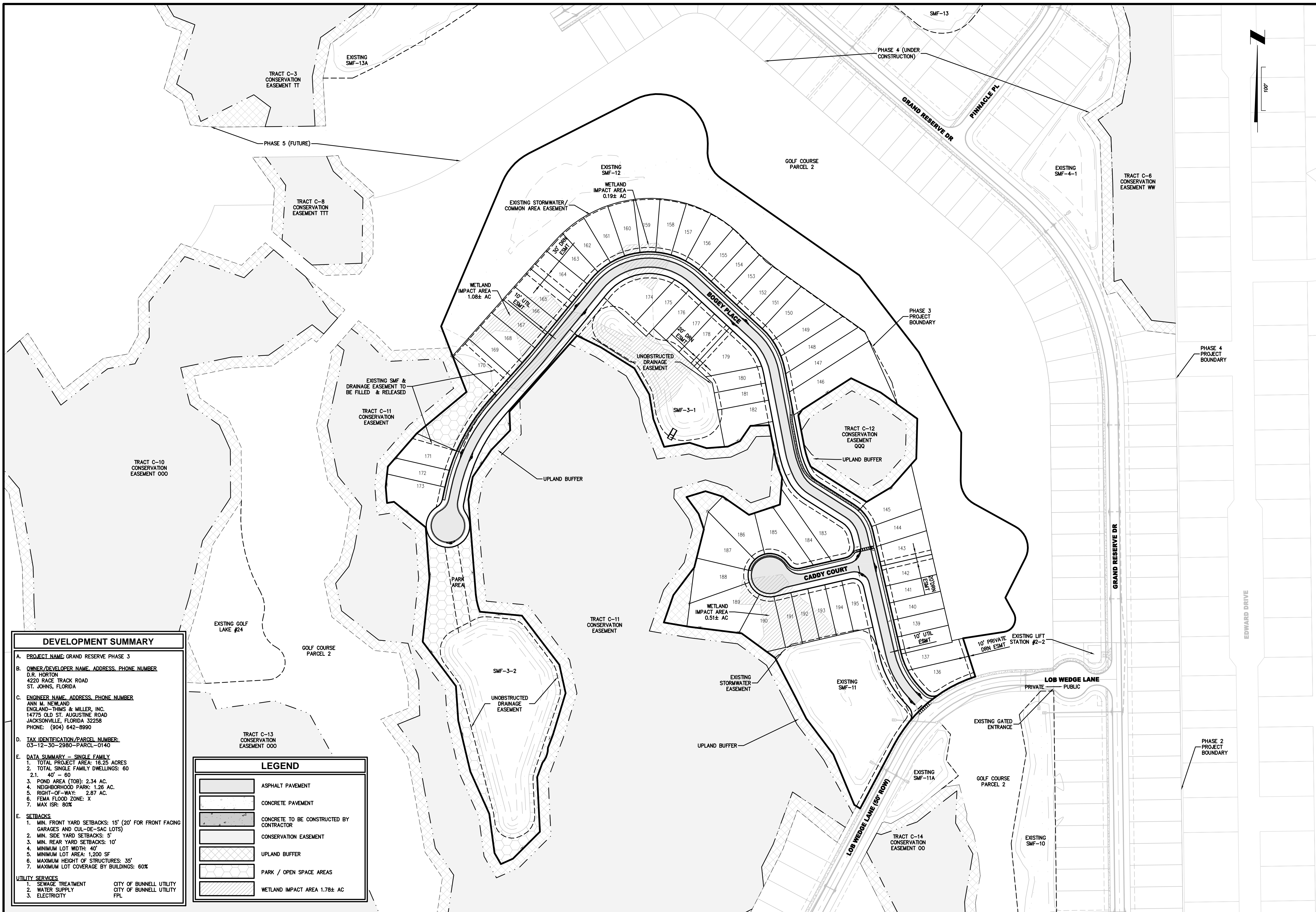
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C4	140.00'	16°41'28"	40.78'	S13°10'45"E	40.64'
C5	50.00'	42°11'21"	36.82'	S20°26'57"W	35.99'
C19	415.00'	29°56'20"	216.85'	S26°40'52"W	214.39'
C32	390.00'	29°56'20"	203.79'	S26°40'52"W	201.48'
C33	25.00'	48°11'23"	21.03'	S12°23'00"E	20.41'
C34	50.00'	150°50'05"	131.63'	S79°55'35"E	96.78'
C35	50.00'	64°24'37"	56.21'	S27°41'46"W	53.30'
C36	25.00'	48°11'23"	21.03'	N35°48'23"E	20.41'
C62	440.00'	18°06'27"	139.05'	S32°35'48"W	138.48'
C63	440.00'	6°15'10"	48.02'	S20°25'00"W	47.99'
C64	440.00'	5°12'47"	40.03'	S14°41'01"W	40.02'
C65	440.00'	0°21'56"	2.81'	S11°53'40"W	2.81'
C84	50.00'	61°08'04"	53.35'	N05°54'39"W	50.85'
C85	50.00'	38°41'41"	33.77'	N44°00'13"E	33.13'
C86	50.00'	34°54'55"	30.47'	N80°48'31"E	30.00'
C87	50.00'	33°04'29"	28.86'	S78°51'48"W	28.46'
C88	50.00'	47°22'20"	41.34'	N60°54'48"W	40.17'
C89	50.00'	24°38'47"	21.51'	N24°54'15"W	21.34'
C90	50.00'	31°21'05"	27.36'	N03°05'42"E	27.02'
C91	50.00'	21°45'18"	18.98'	S07°53'35"W	18.87'
C92	50.00'	67°46'43"	59.15'	N30°54'17"E	55.76'
C93	40.00'	107°30'06"	75.05'	S61°27'18"E	64.52'
C94	50.00'	6°54'57"	6.04'	N11°09'44"W	6.03'
C95	50.00'	22°15'20"	19.42'	N25°44'52"W	19.30'
C96	50.00'	99°12'05"	86.57'	S12°43'31"W	76.15'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N65°20'37"W	8.76'

- LEGEND**
- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624. UNLESS OTHERWISE NOTED
  - DENOTES P.C.P., STAMPED L.B.#3624.
  - P.R.M. PERMANENT REFERENCE MONUMENT
  - C.M. CONCRETE MONUMENT
  - P.C.P. PERMANENT CONTROL POINT
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  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - C/L CENTERLINE
  - CI TABULATED CURVE DATA
  - LI TABULATED LINE DATA
  - (NR) NON-RADIAL
  - R/W RIGHT OF WAY
  - M.B. MAP BOOK
  - PG. PAGE
  - O.R.B. OFFICIAL RECORDS BOOK
  - UE UTILITY EASEMENT
  - ESMT EASEMENT
  - ③ MATCHLINE SHEET REFERENCE NUMBER



PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624



**DEVELOPMENT SUMMARY**

**A. PROJECT NAME:** GRAND RESERVE PHASE 3

**B. OWNER/DEVELOPER NAME, ADDRESS, PHONE NUMBER**  
 D.R. HORTON  
 4220 RACE TRACK ROAD  
 ST. JOHNS, FLORIDA

**C. ENGINEER NAME, ADDRESS, PHONE NUMBER**  
 ANN M. NEWLAND  
 ENGLAND-THIMS & MILLER, INC.  
 14775 OLD ST. AUGUSTINE ROAD  
 JACKSONVILLE, FLORIDA 32258  
 PHONE: (904) 642-8990

**D. TAX IDENTIFICATION/PARCEL NUMBER:**  
 03-12-30-2980-PARCL-0140

**E. DATA SUMMARY - SINGLE FAMILY**

- TOTAL PROJECT AREA: 18.25 ACRES
- TOTAL SINGLE FAMILY DWELLINGS: 60
  - 40' - 60'
- POND AREA (TOB): 2.34 AC.
- NEIGHBORHOOD PARK: 1.26 AC.
- RIGHT-OF-WAY: 2.87 AC.
- FEMA FLOOD ZONE: X
- MAX ISR: 80%

**F. SETBACKS**

- MIN. FRONT YARD SETBACKS: 15' (20' FOR FRONT FACING GARAGES AND CUL-DE-SAC LOTS)
- MIN. SIDE YARD SETBACKS: 5'
- MIN. REAR YARD SETBACKS: 10'
- MINIMUM LOT WIDTH: 40'
- MINIMUM LOT AREA: 1,200 SF
- MAXIMUM HEIGHT OF STRUCTURES: 35'
- MAXIMUM LOT COVERAGE BY BUILDINGS: 60%

**UTILITY SERVICES**

1. SEWAGE TREATMENT	CITY OF BUNNELL UTILITY
2. WATER SUPPLY	CITY OF BUNNELL UTILITY
3. ELECTRICITY	FPL

**LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE TO BE CONSTRUCTED BY CONTRACTOR
	CONSERVATION EASEMENT
	UPLAND BUFFER
	PARK / OPEN SPACE AREAS
	WETLAND IMPACT AREA 1.78± AC

PLANS PREPARED UNDER THE DIRECTION OF:

ANN M. NEWLAND  
 P.E. NUMBER: 59818

REVISIONS:

ETM NO. 20-309	DESIGNED BY: AMN	CHECKED BY: BLW	DATE: 05/20/2022
DRAWN BY: MKB/CJG			

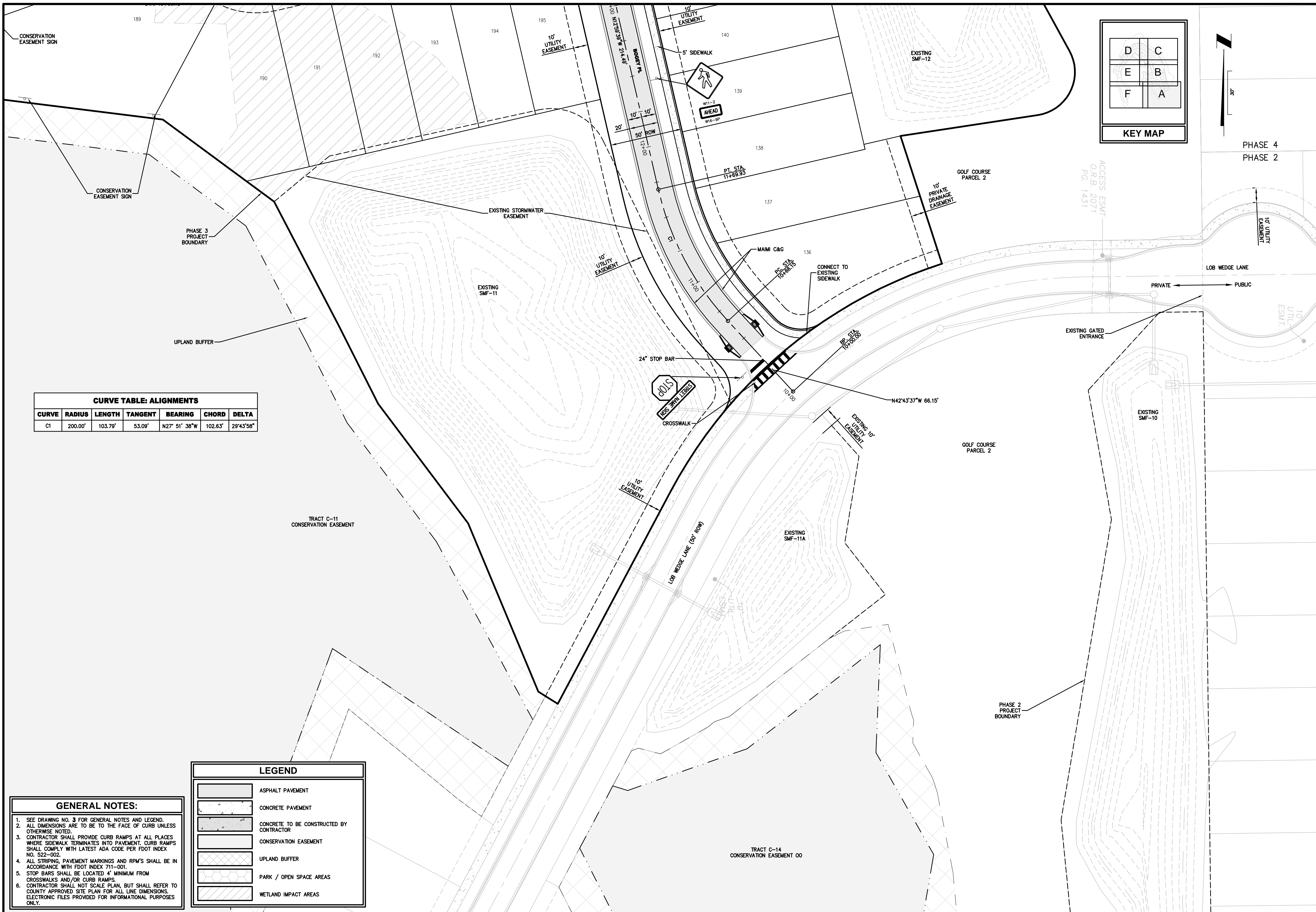
**England-Thims & Miller, Inc.**  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32258  
 TEL: (904) 642-8990  
 FAX: (904) 642-9485  
 REG. #2564 LC 0000316

**ETM**  
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**MASTER SITE PLAN**  
**GRAND RESERVE PHASE 3**  
**FOR**  
**D.R. HORTON**

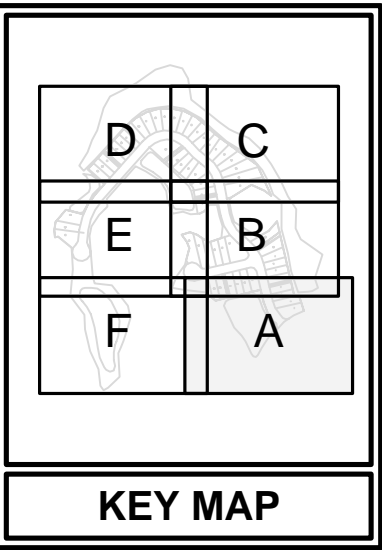
DRAWING NUMBER  
**4**

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 PLOTTED: July 22, 2022 - 12:38 PM, BY: Caronne Gallegos



**CURVE TABLE: ALIGNMENTS**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C1	200.00'	103.79'	53.09'	N27° 51' 38"W	102.63'	29°43'56"



- GENERAL NOTES:**
- SEE DRAWING NO. 3 FOR GENERAL NOTES AND LEGEND.
  - ALL DIMENSIONS ARE TO BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL PROVIDE CURB RAMPS AT ALL PLACES WHERE SIDEWALK TERMINATES INTO PAVEMENT. CURB RAMPS SHALL COMPLY WITH LATEST ADA CODE PER FDOT INDEX NO. 522-002.
  - ALL STRIPING, PAVEMENT MARKINGS AND RPM'S SHALL BE IN ACCORDANCE WITH FDOT INDEX 711-001.
  - STOP BARS SHALL BE LOCATED 4' MINIMUM FROM CROSSWALKS AND/OR CURB RAMPS.
  - CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO COUNTY APPROVED SITE PLAN FOR ALL LINE DIMENSIONS. ELECTRONIC FILES PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

**LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE TO BE CONSTRUCTED BY CONTRACTOR
	CONSERVATION EASEMENT
	UPLAND BUFFER
	PARK / OPEN SPACE AREAS
	WETLAND IMPACT AREAS

PLANS PREPARED UNDER THE DIRECTION OF:

ANN M. NEWLAND  
P.E. NUMBER: 59818

REVISIONS:

ETM NO. 20-309  
DRAWN BY: MKB/C/G  
DESIGNED BY: AMN  
CHECKED BY: BLW  
DATE: 05/20/2022

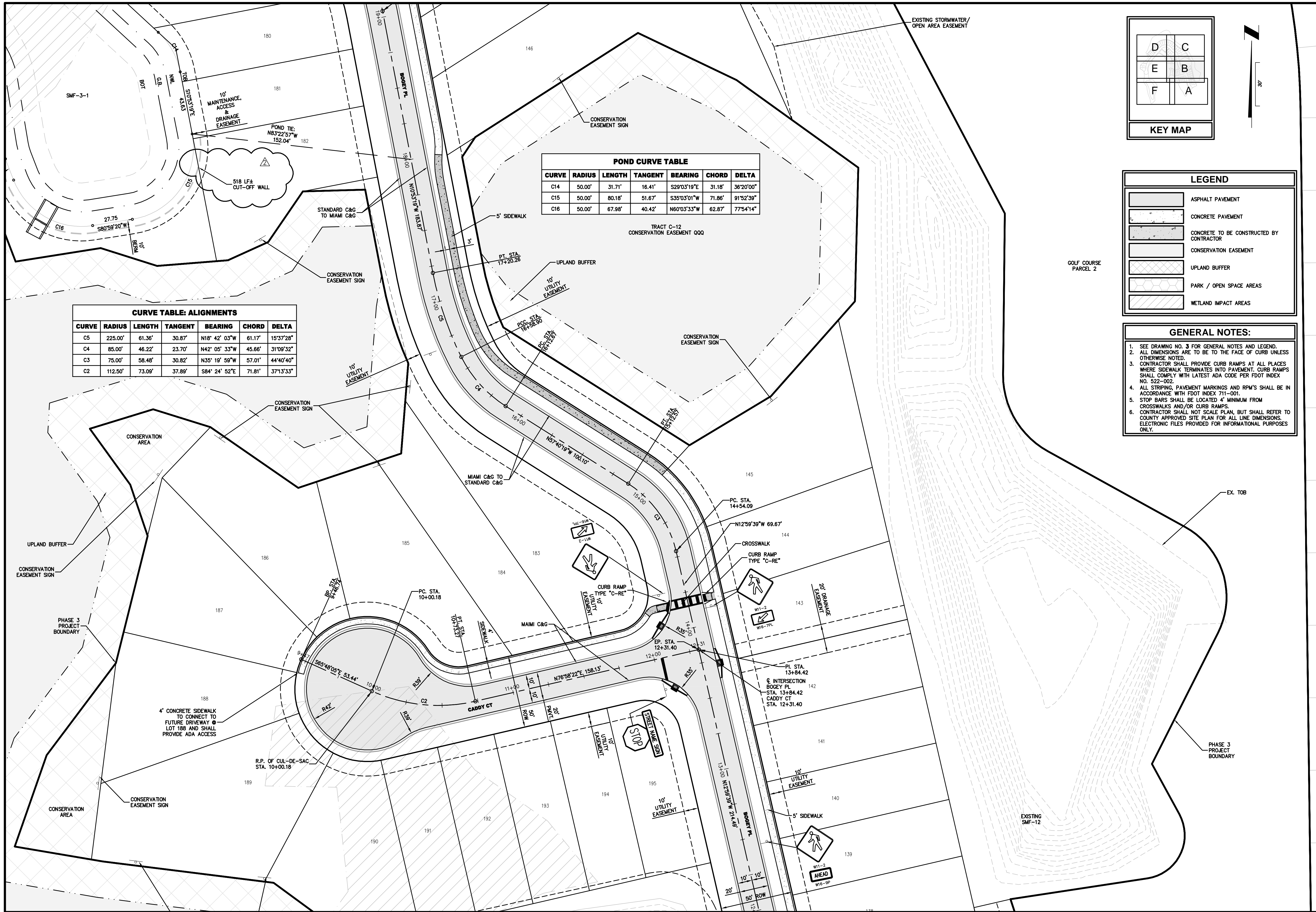
**England, Thins & Miller, Inc.**  
10000 Highway Road  
Jacksonville, FL 32258  
TEL: (904) 642-8890  
FAX: (904) 646-9485  
REG. #2584 LC 0000316

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**GEOMETRY PLAN  
GRAND RESERVE PHASE 3  
FOR  
D.R. HORTON**

DRAWING NUMBER  
**5A**

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PLOTTED: July 22, 2022 - 12:39 PM, BY: Corinne Gallegos

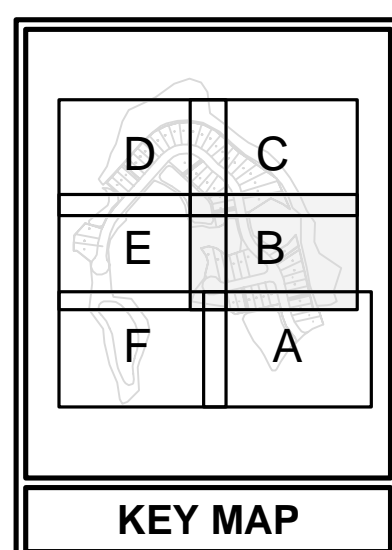


**CURVE TABLE: ALIGNMENTS**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C5	225.00'	61.36'	30.87'	N18° 42' 03"W	61.17'	15°37'28"
C4	85.00'	46.22'	23.70'	N42° 05' 33"W	45.66'	31°09'32"
C3	75.00'	58.48'	30.82'	N35° 19' 59"W	57.01'	44°40'40"
C2	112.50'	73.09'	37.89'	S84° 24' 52"E	71.81'	37°13'33"

**POND CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C14	50.00'	31.71'	16.41'	S29°03'19"E	31.18'	36°20'00"
C15	50.00'	80.18'	51.67'	S35°03'01"W	71.86'	91°52'39"
C16	50.00'	67.98'	40.42'	N60°03'33"W	62.87'	77°54'14"



**LEGEND**

[Pattern]	ASPHALT PAVEMENT
[Pattern]	CONCRETE PAVEMENT
[Pattern]	CONCRETE TO BE CONSTRUCTED BY CONTRACTOR
[Pattern]	CONSERVATION EASEMENT
[Pattern]	UPLAND BUFFER
[Pattern]	PARK / OPEN SPACE AREAS
[Pattern]	WETLAND IMPACT AREAS

- GENERAL NOTES:**
- SEE DRAWING NO. 3 FOR GENERAL NOTES AND LEGEND.
  - ALL DIMENSIONS ARE TO BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL PROVIDE CURB RAMP AT ALL PLACES WHERE SIDEWALK TERMINATES INTO PAVEMENT. CURB RAMP SHALL COMPLY WITH LATEST ADA CODE PER FOOT INDEX NO. S22-002.
  - ALL STRIPING, PAVEMENT MARKINGS AND RPM'S SHALL BE IN ACCORDANCE WITH FOOT INDEX 711-001.
  - STOP BARS SHALL BE LOCATED 4' MINIMUM FROM CROSSWALKS AND/OR CURB RAMP.
  - CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO COUNTY APPROVED SITE PLAN FOR ALL LINE DIMENSIONS. ELECTRONIC FILES PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS:  
 1) 05/20/2022 - CUT-OFF WALL ADDED PER GEOTECH REPORT  
 2) 05/20/2022 -

ETM NO. 20-309  
 DRAWN BY: MKB/C/G  
 DESIGNED BY: AMN  
 CHECKED BY: BLW  
 DATE: 05/20/2022

**England-Thins & Miller, Inc.**  
 10000 Highway Road  
 Jacksonville, FL 32258  
 TEL: (904) 646-8990  
 FAX: (904) 646-9485  
 REG. #2584 LC 0000316

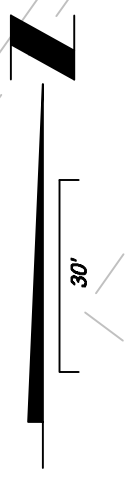
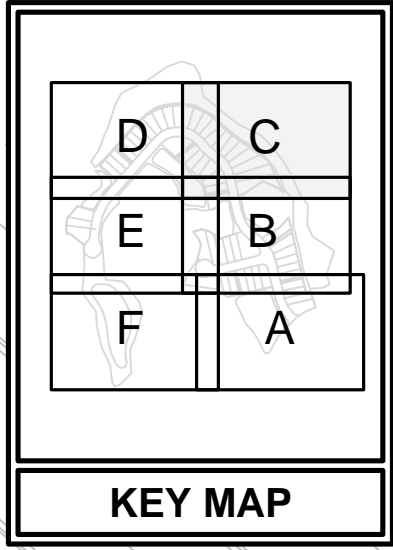
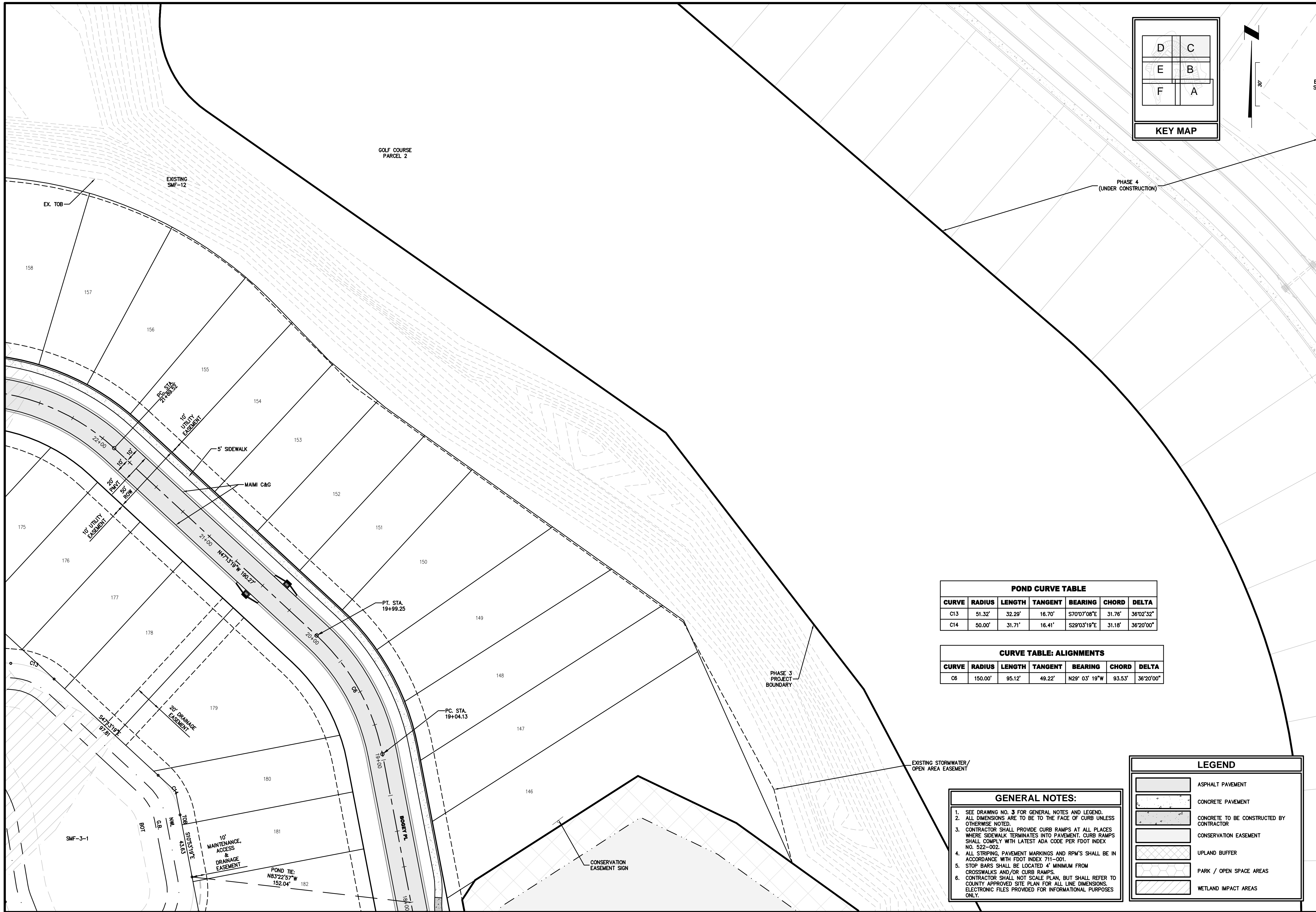
**ETM**  
 VISION • EXPERIENCE • RESULTS

**GEOMETRY PLAN  
 GRAND RESERVE PHASE 3  
 FOR  
 D.R. HORTON**

DRAWING NUMBER  
**5B**

PLOTTED: July 22, 2022 - 12:39 PM, BY: Corinne Gallegos





**POND CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C13	51.32'	32.29'	16.70'	S70°07'08\"E	31.76'	36°02'32\"
C14	50.00'	31.71'	16.41'	S29°03'19\"E	31.18'	36°20'00\"

**CURVE TABLE: ALIGNMENTS**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C6	150.00'	95.12'	49.22'	N29° 03' 19\"W	93.53'	36°20'00\"

- GENERAL NOTES:**
- SEE DRAWING NO. 3 FOR GENERAL NOTES AND LEGEND.
  - ALL DIMENSIONS ARE TO BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL PROVIDE CURB RAMPS AT ALL PLACES WHERE SIDEWALK TERMINATES INTO PAVEMENT. CURB RAMPS SHALL COMPLY WITH LATEST ADA CODE PER FDOT INDEX NO. 522-002.
  - ALL STRIPING, PAVEMENT MARKINGS AND RPM'S SHALL BE IN ACCORDANCE WITH FDOT INDEX 711-001.
  - STOP BARS SHALL BE LOCATED 4' MINIMUM FROM CROSSWALKS AND/OR CURB RAMPS.
  - CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO COUNTY APPROVED SITE PLAN FOR ALL LINE DIMENSIONS. ELECTRONIC FILES PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

**LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE TO BE CONSTRUCTED BY CONTRACTOR
	CONSERVATION EASEMENT
	UPLAND BUFFER
	PARK / OPEN SPACE AREAS
	WETLAND IMPACT AREAS

PLANS PREPARED UNDER THE DIRECTION OF:

ANNI M. NEWLAND  
P.E. NUMBER: 59818

REVISIONS:

ETM NO. 20-309  
DRAWN BY: MKB/CJG  
DESIGNED BY: AMN  
CHECKED BY: BLW  
DATE: 05/20/2022

England-Thims & Miller, Inc.  
10000 Highway Road  
Jacksonville, FL 32258  
TEL: (904) 642-8890  
FAX: (904) 646-9485  
REG. #2584 LC 0000316

**ETM**  
VISION • EXPERIENCE • RESULTS

**GEOMETRY PLAN**  
GRAND RESERVE PHASE 3  
FOR  
D.R. HORTON

DRAWING NUMBER  
**50**

**GENERAL NOTES:**

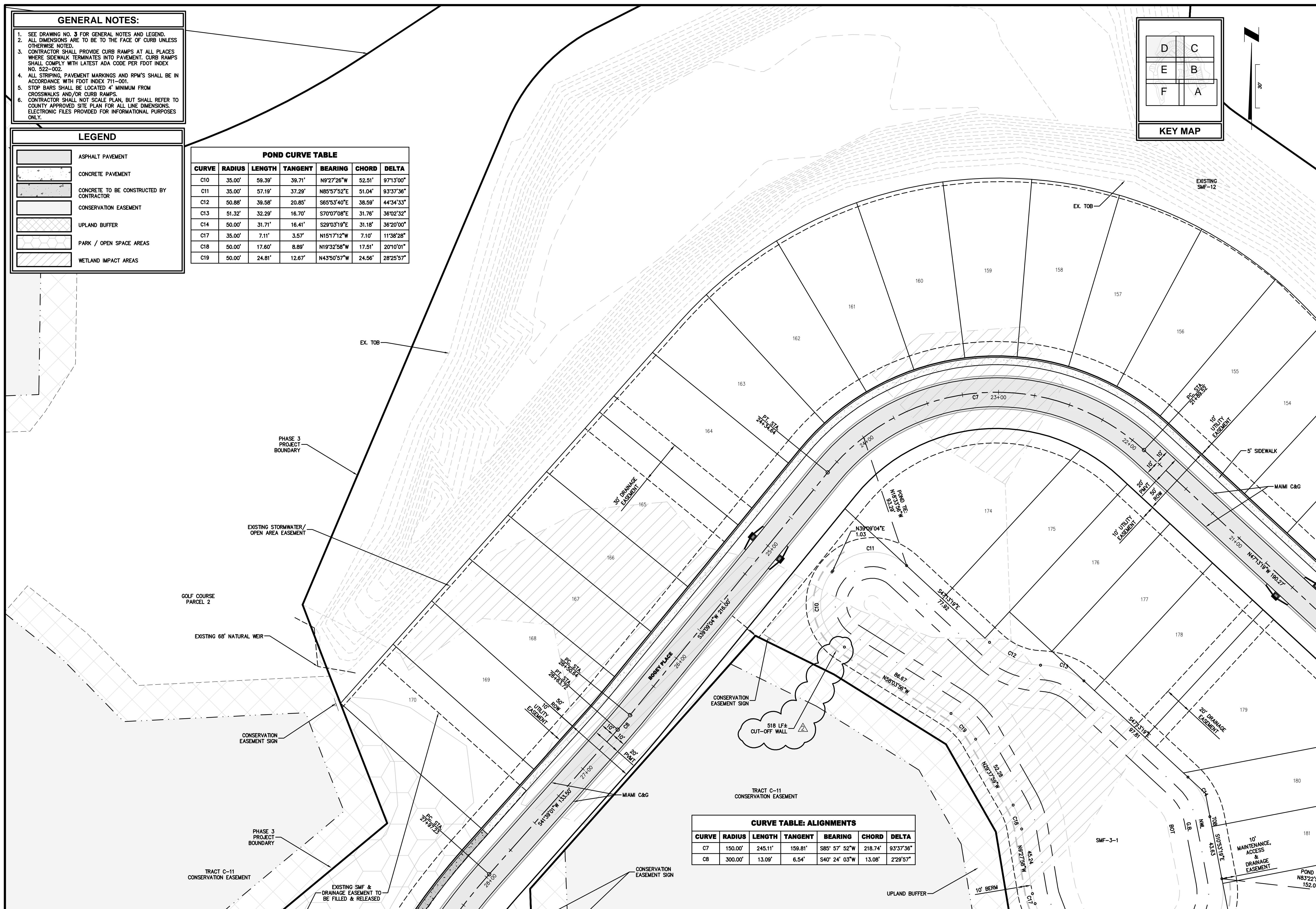
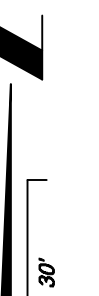
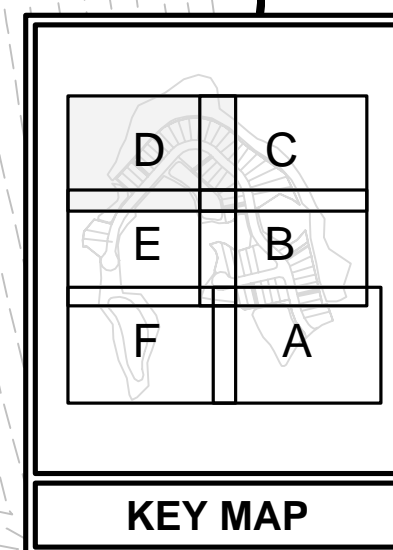
1. SEE DRAWING NO. 3 FOR GENERAL NOTES AND LEGEND.
2. ALL DIMENSIONS ARE TO BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL PROVIDE CURB RAMP AT ALL PLACES WHERE SIDEWALK TERMINATES INTO PAVEMENT. CURB RAMP SHALL COMPLY WITH LATEST ADA CODE PER FDOT INDEX NO. 522-002.
4. ALL STRIPING, PAVEMENT MARKINGS AND RPM'S SHALL BE IN ACCORDANCE WITH FDOT INDEX 711-001.
5. STOP BARS SHALL BE LOCATED 4' MINIMUM FROM CROSSWALKS AND/OR CURB RAMP.
6. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO COUNTY APPROVED SITE PLAN FOR ALL LINE DIMENSIONS. ELECTRONIC FILES PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

**LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE TO BE CONSTRUCTED BY CONTRACTOR
	CONSERVATION EASEMENT
	UPLAND BUFFER
	PARK / OPEN SPACE AREAS
	WETLAND IMPACT AREAS

**POND CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C10	35.00'	59.39'	39.71'	N9°27'26"W	52.51'	97°13'00"
C11	35.00'	57.19'	37.29'	N85°57'52"E	51.04'	93°37'36"
C12	50.88'	39.58'	20.85'	S85°53'40"E	38.59'	44°34'33"
C13	51.32'	32.29'	16.70'	S70°07'08"E	31.76'	36°02'32"
C14	50.00'	31.71'	16.41'	S29°03'19"E	31.18'	36°20'00"
C17	35.00'	7.11'	3.57'	N15°17'12"W	7.10'	11°38'28"
C18	50.00'	17.60'	8.89'	N19°32'58"W	17.51'	20°10'01"
C19	50.00'	24.81'	12.67'	N43°50'57"W	24.56'	28°25'57"



**CURVE TABLE: ALIGNMENTS**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C7	150.00'	245.11'	159.81'	S85° 57' 52"W	218.74'	93°37'36"
C8	300.00'	13.09'	6.54'	S40° 24' 03"W	13.08'	2°29'57"

PLANS PREPARED UNDER THE DIRECTION OF:  
 ANN M. NEWLAND  
 P.E. NUMBER: 59818  
 PLOTTED: July 22, 2022 - 12:39 PM, BY: Corinne Gallegos

REVISIONS:  
 2) 05/20/2022 - CUT-OFF WALL ADDED PER GEOTECH REPORT

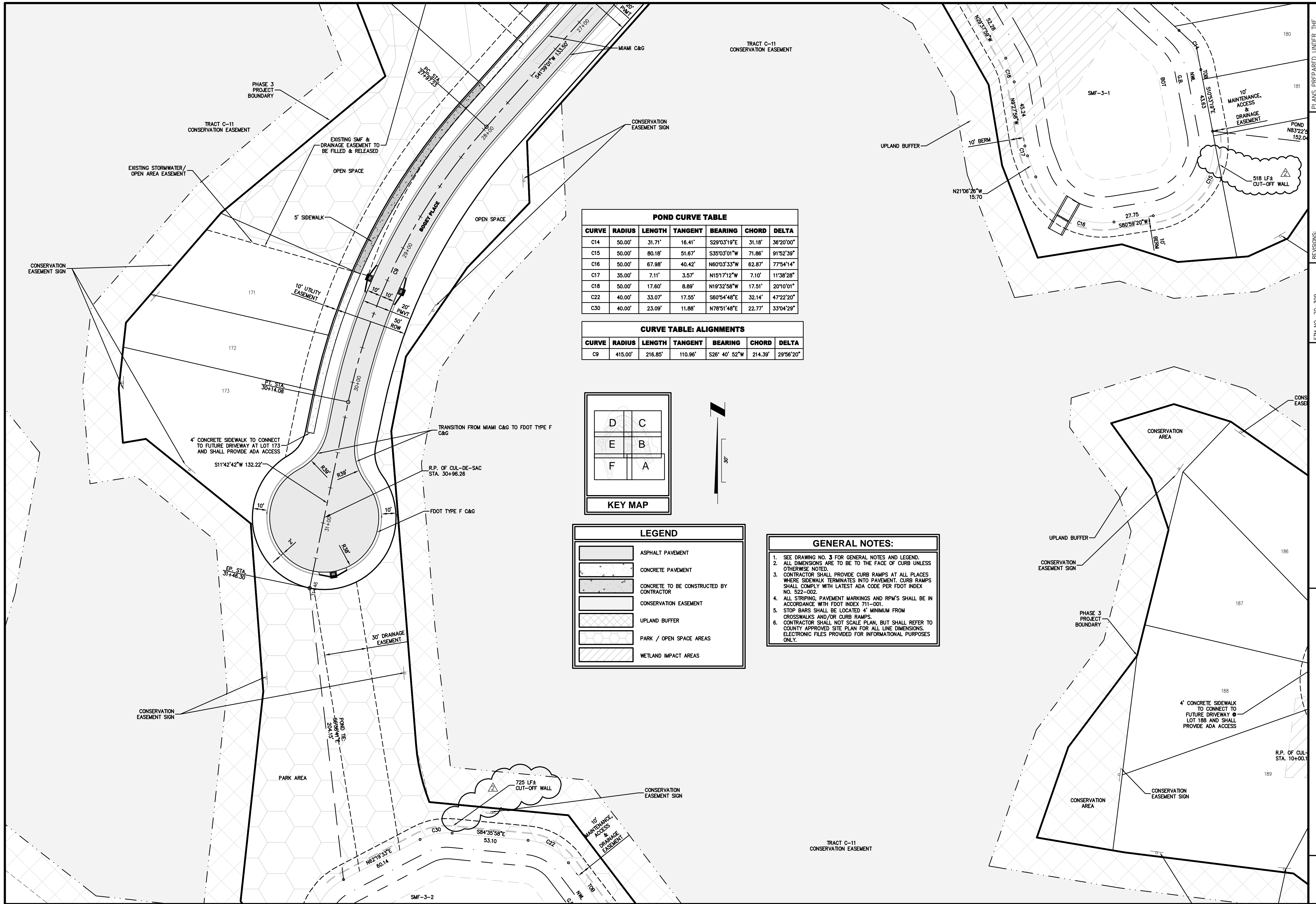
ETM NO. 20-309  
 DRAWN BY: MKB/C/G  
 DESIGNED BY: AMN  
 CHECKED BY: BLW  
 DATE: 05/20/2022

**England-Thims & Miller, Inc.**  
 10000 Highway Road  
 Jacksonville, FL 32258  
 TEL: (904) 642-8890  
 FAX: (904) 642-8885  
 REG. #2864 LC 0000316

**ETM**  
 VISION • EXPERIENCE • RESULTS

**GEOMETRY PLAN**  
**GRAND RESERVE PHASE 3**  
**FOR**  
**D.R. HORTON**

DRAWING NUMBER  
**5D**

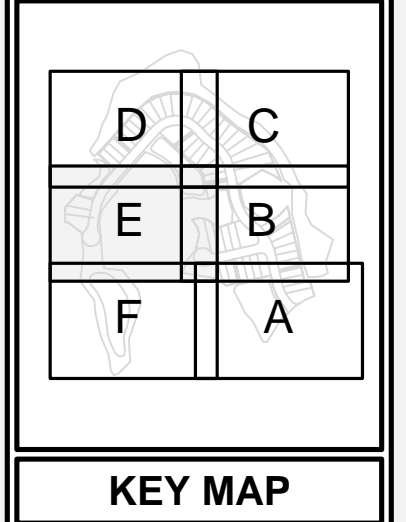


**POND CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C14	50.00'	31.71'	16.41'	S29°03'19"E	31.18'	36°20'00"
C15	50.00'	80.18'	51.67'	S35°03'01"W	71.86'	91°52'39"
C16	50.00'	67.98'	40.42'	N60°03'33"W	62.87'	77°54'14"
C17	35.00'	7.11'	3.57'	N15°17'12"W	7.10'	11°38'28"
C18	50.00'	17.60'	8.89'	N19°32'58"W	17.51'	20°10'01"
C22	40.00'	33.07'	17.55'	S60°54'48"E	32.14'	47°22'20"
C30	40.00'	23.09'	11.88'	N78°51'48"E	22.77'	33°04'29"

**CURVE TABLE: ALIGNMENTS**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C9	415.00'	216.85'	110.96'	S26° 40' 52"W	214.39'	29°56'20"



**LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE TO BE CONSTRUCTED BY CONTRACTOR
	CONSERVATION EASEMENT
	UPLAND BUFFER
	PARK / OPEN SPACE AREAS
	WETLAND IMPACT AREAS

- GENERAL NOTES:**
- SEE DRAWING NO. 3 FOR GENERAL NOTES AND LEGEND.
  - ALL DIMENSIONS ARE TO BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL PROVIDE CURB RAMP AT ALL PLACES WHERE SIDEWALK TERMINATES INTO PAVEMENT. CURB RAMP SHALL COMPLY WITH LATEST ADA CODE PER FDOT INDEX NO. 522-002.
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**ETM**  
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**GEOMETRY PLAN**  
**GRAND RESERVE PHASE 3**  
**FOR**  
**D.R. HORTON**

DRAWING NUMBER  
**5E**

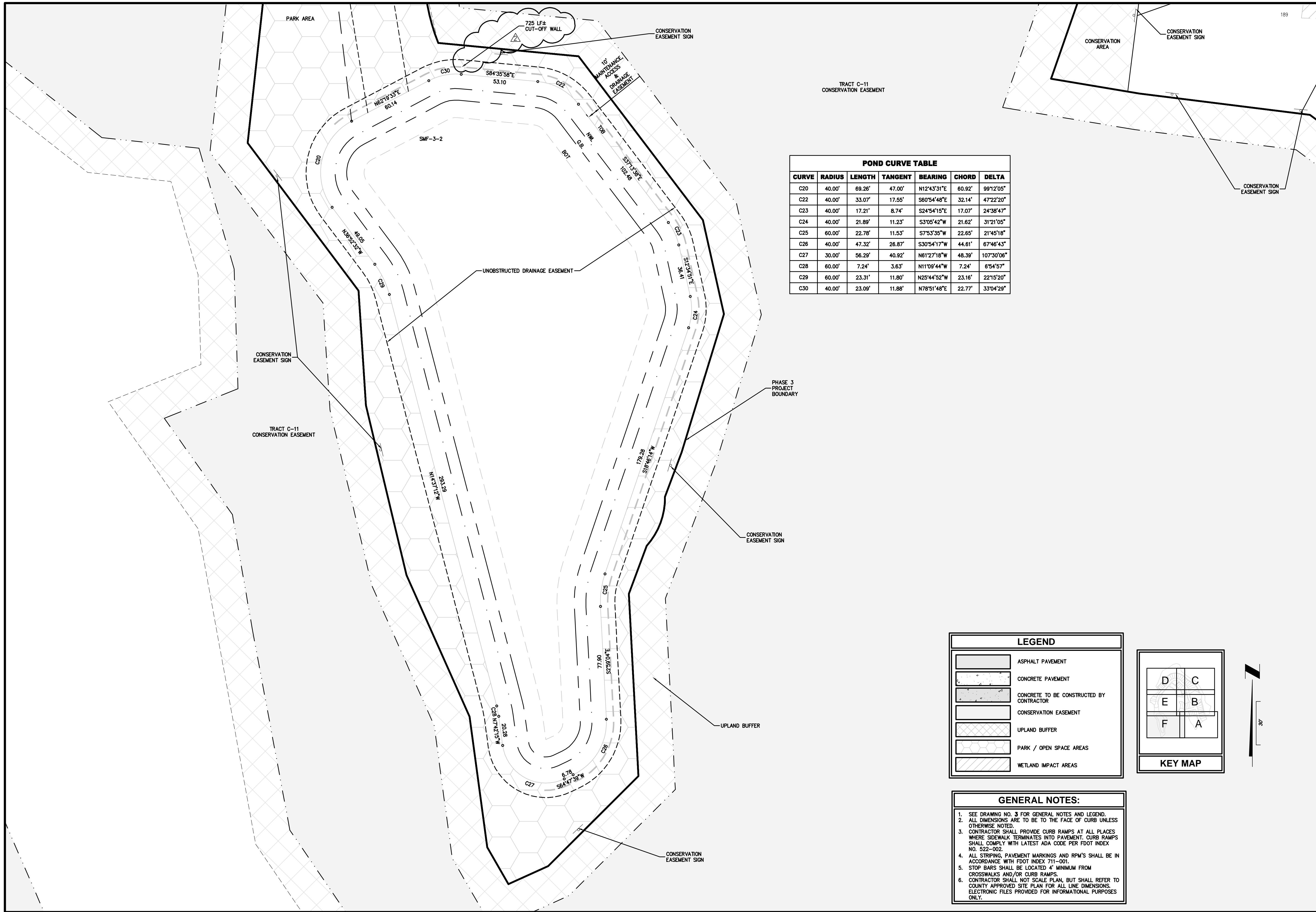
PLANS PREPARED UNDER THE DIRECTION OF:  
ANN M. NEWLAND  
P.E. NUMBER: 59818

REVISIONS:  
1) 05/20/2022 - CUT-OFF WALL ADDED PER GEOTECH REPORT  
2) 05/20/2022 -

ETM NO. 20-309  
DRAWN BY: MKB/C/G  
DESIGNED BY: AMN  
CHECKED BY: BLW  
DATE: 05/20/2022

England-Thins & Miller, Inc.  
10000 Highway Road  
Jacksonville, FL 32258  
TEL: (904) 642-8990  
FAX: (904) 646-9485  
REG. #2584 LC 0000316

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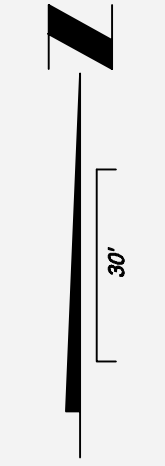
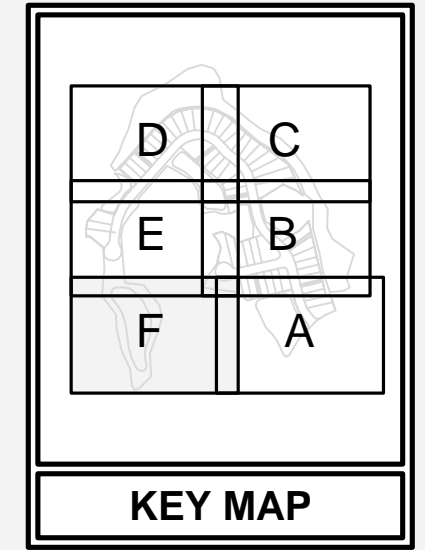


**POND CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C20	40.00'	69.26'	47.00'	N12°43'31\"E	60.92'	99°12'05\"
C22	40.00'	33.07'	17.55'	S60°54'48\"E	32.14'	47°22'20\"
C23	40.00'	17.21'	8.74'	S24°54'15\"E	17.07'	24°38'47\"
C24	40.00'	21.89'	11.23'	S30°5'42\"W	21.62'	31°21'05\"
C25	60.00'	22.78'	11.53'	S7°53'35\"W	22.65'	21°45'18\"
C26	40.00'	47.32'	26.87'	S30°54'17\"W	44.61'	67°46'43\"
C27	30.00'	56.29'	40.92'	N61°27'18\"W	48.39'	107°30'06\"
C28	60.00'	7.24'	3.63'	N11°09'44\"W	7.24'	6°54'57\"
C29	60.00'	23.31'	11.80'	N25°44'52\"W	23.16'	22°15'20\"
C30	40.00'	23.09'	11.88'	N78°51'48\"E	22.77'	33°04'29\"

**LEGEND**

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
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	CONSERVATION EASEMENT
	UPLAND BUFFER
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- GENERAL NOTES:**
- SEE DRAWING NO. 3 FOR GENERAL NOTES AND LEGEND.
  - ALL DIMENSIONS ARE TO BE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONTRACTOR SHALL PROVIDE CURB RAMPS AT ALL PLACES WHERE SIDEWALK TERMINATES INTO PAVEMENT. CURB RAMPS SHALL COMPLY WITH LATEST ADA CODE PER FDOT INDEX NO. 522-002.
  - ALL STRIPING, PAVEMENT MARKINGS AND RPW'S SHALL BE IN ACCORDANCE WITH FDOT INDEX 711-001.
  - STOP BARS SHALL BE LOCATED 4' MINIMUM FROM CROSSWALKS AND/OR CURB RAMPS.
  - CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO COUNTY APPROVED SITE PLAN FOR ALL LINE DIMENSIONS. ELECTRONIC FILES PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

PLANS PREPARED UNDER THE DIRECTION OF:

ANN M. NEWLAND  
P.E. NUMBER: 59818

REVISIONS:

2) 05/20/2022 - CUT-OFF WALL ADDED PER GEOTECH REPORT

ETM NO. 20-309

DRAWN BY: MKB/CJG

DESIGNED BY: AMN

CHECKED BY: BLW

DATE: 05/20/2022

**England-Thims & Miller, Inc.**  
1000 Highway Road  
Jacksonville, FL 32218  
TEL: (904) 642-8890  
FAX: (904) 642-9485  
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**ETM**  
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**GEOMETRY PLAN**

**GRAND RESERVE PHASE 3**

**FOR**

**D.R. HORTON**

DRAWING NUMBER

**5F**



## City of Bunnell, Florida

### Agenda Item No. H.4.

Document Date: 5/3/2023  
Department: Police  
Subject: Discussion on Police Grants  
Agenda Section: New Business:

Amount:  
Account #:

#### **Summary/Highlights:**

Review of grants the Police Department wants to seek to offset costs for traffic safety, operations, vehicles, and accreditation.

#### **Background:**

#### **Staff Recommendation:**

#### **City Attorney Review:**

#### **Finance Department Review/Recommendation:**

The city is currently pursuing grants that have zero cash match. Once these grants are confirmed they will be brought to Commission for final application and appropriation approval.

#### **City Manager Review/Recommendation:**



## City of Bunnell, Florida

### Agenda Item No. H.5.

Document Date: 5/9/2023 Amount: \$500,00.00  
Department: City Clerk Account #: 001-0572-572.6300  
Subject: Request Permission to Negotiate with New World Builders for RFP 2023-01  
Restoration of Coquina City Hall Phase 1 and Authorize City Manager to  
Execute a Contract within the Budgeted Grant amount.  
Agenda Section: New Business:

#### ATTACHMENTS:

Description	Type
Bid Opening Minutes	Exhibit
Submission Packet- New World Builders	Exhibit
Selection Committee Minutes	Exhibit

#### Summary/Highlights:

Staff is requesting permission to negotiate the scope of work and a contract with the bid responder identified by the Selection Committee for RFP 2023-01 Restoration of Coquina City Hall Phase One.

#### Background:

The City was awarded \$500,000.00 through a Special Category Grant to assist with the restoration of Coquina City Hall. Once the design plans were approved by the State, RFP 2023-01 was advertised and released on March 27, 2023.

Bid submission packets were due by 10:00 AM on May 9, 2023. The following submitted Bid Packets:

New World Builders

While the RFP was clear the City only had \$500,000.00 for this project, the bid response came in over \$500,000.00 to complete all of Phase 1 as identified in the RFP. Staff needs to be able to negotiate the scope of work for the project with the bidder to include necessary elements that will stay within the \$500,000.00 budget.

The Selection Committee met on May 11, 2023. The Selection Committee recommended staff be allowed to negotiate with New World Builders to get the scope of work amended to include aspects of the project that will be within the \$500,000.00 grant award.

Time is of the essence for this project because the construction needs to be completed and the grant closed out by June 2024. There are financial consequences to the City for not reaching this deadline. Any changes to the already approved design plans would need to be submitted, evaluated and approved by the State which could further delay this project.

Because time is of the essence to get this project started and completed, staff is also requesting the City Manager be authorized to execute the negotiated contract with City Attorney approval if the scope of work and amount agreed upon are within the budgeted amount of the grant award.

**Staff Recommendation:**

Approve Permission to Negotiate with Bid Responder for RFP 2023-01 Restoration of Coquina City Hall Phase 1 and Authorize City Manager to Execute a Contract within the Budgeted Grant Award Amount.

**City Attorney Review:**

**Finance Department Review/Recommendation:**

Grant funding for this project is budgeted in account # 001-0572-572.6300.

**City Manager Review/Recommendation:**

Approved.



**CITY OF BUNNELL**  
**RFP 2023-01 Restoration of the Historic Bunnell Coquina City Hall**  
**Bid Opening**  
**May 09, 2023 at 10:30 AM**

**COB Staff Present:** Marcus DePasquale, City Engineer; Bridgitte Gunnells, Deputy City Clerk, Donnie Wines Sr. IT Analyst, Lakesha Byrd Finance

**Also Present:** Jennifer Pietschker, Principal at LOCI Architects, LLC and Charles Jordan New World Builders

**Meeting Commenced at:** 10:30 AM

One bid was received before the 10:00 AM Deadline. Deputy City Clerk Bridgitte Gunnells opened the packet from New World Builders at 10:30. She read aloud the contents of the bid package. City Engineer Marcus DePasquale checked the items received. It was noted the vendor did not provide the 3 copies of the proposal or the thumb drive as requested.

Mr. Charles Jordan New World Builders requested an opportunity to discuss with the City and Designer possible cost savings on different aspects of the project. Mr. Jordan stated he will bring three copies of the bid project and the thumb drive today.

**Adjourned at:** 10:45 PM



**LOCI ARCHITECTS, LLC**

**BID TABULATION**

**DATE:** May 9, 2023

**PROJECT:** Restoration of the Historic Bunnell Coquina City Hall

**CLIENT:** City of Bunnell

GENERAL CONTRACTOR	BASE BID AMOUNT	BID ALT. 1	BID ALT. 2	BID ALT. 3	BID ALT. 4	BID ALT. 5	BID ALT. 6	CALENDAR DAYS TO COMPLETE
Hydradry, Inc.	No Bid							
New World Builders	809,215.69	19,250.-	58,110.-	8,984.-	385,000	28,350.-	2963.-	10 MONTHS

- **Bid Alternate 1:** State the amount to be deducted from the Base Bid if the roofing is changed from GAF Camelot li Shingles to GAF Timberline HDZ shingles, color: Sunset Brick.
- **Bid Alternate 2:** State the amount to be added to the base bid to provide repointing and repair of coquina wall surfaces at exterior and site wall surfaces.
- **Bid Alternate 3:** State the amount to be added to the Base Bid to construct new wood stair and landing at rear kitchen entry.
- **Bid Alternate 4:** State the amount to be added to the Base Bid to remove acoustical ceiling tile, grid, ceiling joists, insulation, electrical lights, a/c/ ductwork and all other items associated with dropped ceiling in Auditorium and restore vaulted wood ceiling. Putty repair visible nail holes at wood deck to match exiting wood color. Repair plaster at ceiling arch as required, enlarge AHU closets and install new HVAC units, perimeter soffits, ductwork, and lighting and upgrade the electrical panel in accordance with the drawings.
- **Bid Alternate 5:** State the amount to be added to the Base Bid to remove four existing windows at the south (front) elevation and install new factory mulled wood/clad casement windows and waterproofing.
- **Bid Alternate 6:** State the amount to be added to the Base Bid to clean and restore two original sets of three casement windows to good, sound condition at west and east sides of the building.



SIGN IN SHEET



CITY OF BUNNELL - RFP 2023-01  
 Restoration of the Historic Bunnell Coquina City Hall  
 May 09, 2023

PRINT NAME	COMPANY	EMAIL	PHONE #
1 DONALD WIZIERS	CITY OF BUNNELL	DWIZIERS@BUNNELL.CITY.US	386 437 7425
2 Bridgitte Gunnells	City of Bunnell	bgunnells@bunnellcity.us	386-263 8981
3 Lakesha Byrd	City of Bunnell	LByrd@BunnellCity.US	386-263-8804
4 MARCUS DEPASQUALE	city of Bunnell	MDEPASQUALE@BUNNELL.CITY.US	386 523 4053
5 CHARLES JORDAN	NEW WORLD BUILDERS	cjordan@new-worldbuilders.com	386.868.2209
6 Jennifer Pichschke	Lozi Architects	Jennifer@loziarchitects.com	404-803-8301
7			
8			
9			
10			
11			
12			
13			

# New World Builders, Inc.

426 N. Stone Street  
DeLand, Florida 32720-4059  
386.868.2200

## 1. PROPOSAL FORM

(To be copied by Contractor on his/her own letterhead)

**TO: City of Bunnell  
c/o Kristen Bates, City Clerk  
604 Moody Blvd. Suite 4  
Bunnell, FL 32110**

We hereby submit our proposal for the *Restoration of the Historic Bunnell Coquina City Hall Phase 1* to be located at the:

**Bunnell Coquina City Hall  
200 S Church Street  
Bunnell, FL 32110**

Having examined fully the Contract Documents, consisting of Drawings and Specifications for **RFP # 2023-1**, as prepared by Loci Architects, LLC, and being adequately informed as to all conditions relating to this work, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and services required for the performance and completion of all work as called for in the Plans and Specifications.

**BASE BID** Eight Hundred Nine Thousand Two Hundred Fifteen & 69/100 **DOLLARS.** (\$ 809,215.69)

The undersigned further agrees that in case he/she is notified of the acceptance of the above proposal within 30 days after the date of submission he/she will execute a standard City of Bunnell Contract form between Owner and Contractor. The undersigned further agrees that work under this contract will begin within 10 days after signing of said Contract and that all work covered by the Contract will be completed within 300 consecutive calendar days from and after the date work begins. **Contractor is to supply this information. Time will be a consideration in the award of Contract. All work must be completed by June 30, 2024.**

### **Alternate No. 1:**

State the amount **to be deducted** from the Base Bid if the roofing is changed from GAF Camelot II Shingles to GAF Timberline HDZ Shingles, Color: Sunset Brick This roofing is specified in Section 7 – Architectural Shingle Roofing

**DEDUCT** Nineteen Thousand Two Hundred Fifty **Dollars**    \$ 19,250.00 **from the Base Bid**

**Alternate No. 2:**

State the amount **to be added** to the Base Bid to provide repointing and repair of coquina wall surfaces at exterior and site wall surfaces

**ADD** Fifty-eight Thousand One Hundred **Dollars**    \$ 58,110.00 **to the Base Bid**

**Alternate No. 3:**

State the amount **to be added** to the Base Bid to construct new wood stair and landing at rear kitchen entry

**ADD** Eight Thousand Nine Hundred Eighty-four **Dollars**    \$ 8,984.00 **to the Base Bid**

**Alternate No. 4:**

State the amount **to be added** to the Base Bid to remove acoustical ceiling tile, grid, ceiling joists, insulation, electrical lights, a/c ductwork and all other items associated with dropped ceiling in Auditorium and restore vaulted wood ceiling. Putty repair visible nail holes at wood deck to match existing wood color. Repair plaster at ceiling arch as required, enlarge AHU closets and install new HVAC units, perimeter soffits, ductwork, and lighting and upgrade the electrical panel in accordance with the drawings.

**ADD** Three Hundred Eighty-five Thousand **Dollars**    \$ 385,000.00 **to the Base Bid**

**Alternate No. 5:**

State the amount **to be added** to the Base Bid to remove four existing windows at the south (front) elevation and install new factory mulled wood/clad casement windows and waterproofing.

**ADD** Twenty-Eight Thousand Three Hundred Fifty **Dollars**    \$ 28,350.00 **to the Base Bid**

**Alternate No. 6:**

State the amount **to be added** to the Base Bid to clean and restore two original sets of three mulled wood casement windows to good, sound condition at west and east sides of the building.

**ADD** Two Thousand Nine Hundred Sixty-three **Dollars** \$ 2,963.00 **to the Base Bid**

**SIGNATURE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Charles M. Jordan, President

\_\_\_\_\_  
Printed Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_\_\_ day of May, 2023, in the State of Florida; and the County of Volusia.

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

My Appointment Expires: \_\_\_\_\_

## 2. CERTIFICATION OF FINANCIAL CONDITION

**Name of general contractor:**

New World Builders, Inc.

---

The undersigned hereby certifies that: [check all applicable statements]

- The general contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_ (If no audit within past 18 months, explain reason below)

- The general contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The general contractor is current on all amounts due for payments of federal and state taxes and required employment related contributions and withholdings.
- The general contractor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The general contractor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- He or she is authorized to make the foregoing statements on behalf of the general contractor.

**Note:** This shall constitute a continuing certification and general contractor shall notify the contract lead within 15 days of any material change to any of the representations made herein.

—If any one or more of the foregoing boxes is NOT checked, general contractor shall explain the reason(s) in the space below, or on a separate sheet of paper.

### 3. CONTRACTOR'S QUALIFICATION FORM

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Each Contractor shall complete the Contractor Qualification Statement and include in the bid submission. Below are instructions, qualifications, and Qualification Statement.

##### 1.02 INSTRUCTIONS

- A. To demonstrate qualification for performing the Work of this Contract, prospective bidding Contractors shall complete and submit a qualifications statement on the Qualifications Statement form attached to this section. Perspective Contractors shall include a Qualifications Statement in their bid packages on or before **10:00 AM, Tuesday, May 9, 2023**. Statements received after said date will be returned to the Contractor as rejected.
- B. Each potential Contractor shall submit written evidence regarding years of experience, previous similar project experience completing work on restoration projects, or projects of similar scope and magnitude, and previous project experience in the State of Florida. The Owner reserves the right to request additional information other than that set forth here and on the Qualifications Statement form. The Owner reserves the right to reject a qualification statement for reasonable cause.

##### 1.03 MINIMUM CONTRACTOR QUALIFICATIONS

- A. Contractor shall have minimum of 5 years of experience performing services and completing work as a licensed general contractor in the State of Florida under its present business name.
- B. Successful completion of coquina or other masonry repair and repointing projects is preferred but not required. Please list information or simply state no previous construction experience on masonry restoration projects.
- E. Successful completion of construction projects using the *Secretary of Interior's Standards for Rehabilitation* is preferred but not required. Please list information or simply state no previous construction experience using the Secretary of Interiors Standards.
- F. Successful completion of construction projects listed on the National Register or in a National Register Historic District is preferred but not required. Please list information or simply state no previous construction experience on a National Register building or a project in a National Register District.



- H. Proposer shall be licensed to perform work as a general contractor in the State of Florida prior to the Bid Date.
- I. Proposer shall effectively demonstrate that he/she has project administration capacity and bonding capacity to perform the Work of this Contract.
- J. Proposer shall have experience completing construction for renovation or new construction projects on or before scheduled delivery time and within budget.

**QUESTION LISTED IN EACH EXHIBIT MUST BE ANSWERED,  
COMPLETELY.**

**CONTRACTOR'S QUALIFICATION FORM  
BUNNELL COQUINA CITY HALL RESTORATOIN**

*Please include this completed Qualifications Statement in the bid package. The Owner shall evaluate each statement, accordingly, and can reject a Contractor's qualifications.*

Business Name: New World Builders, Inc.

Address: 426 N. Stone Street

DeLand, Florida 32720-4059

Please complete the following questions and requests for information. Where required, please attached additional pages in order to provide adequate information.

**GENERAL INFORMATION**

1. How many years has your organization been in business in the state of Florida?

28 years

2. How many years has your organization been in business under its present business name? 26 years

3. Under what other or former names has your organization operated?

Historic Alternatives, Inc.

**LICENSING**

4. Is your organization licensed as a general contracting company in the State of Florida?

yes  no

If yes, please list contractor's license number:

CGC019441

Name of organization under which license is listed: New World Builders, Inc.

New World Builders, Inc.

**EXPERIENCE**

5. List categories of work your organization generally performs:

Our firm's primary focus is historic preservation and we work all over the State of Florida  
on these unique projects. We have worked in contract with multiple City governments and have  
also provided design-build projects.

6. Has your organization successfully completed coquina or other masonry repair and repointing projects?

yes  no

If yes, provide project(s) description:

Dysart/Rickman House, DeLand, Florida - Coquina Stucco Repairs

Our Subcontractor, *Old World Walls & Ceilings* has extensive experience with  
coquina masonry rehabilitation.

7. Has your organization successfully completed projects using the *Secretary of Interior Standards for Preservation*?

yes  no

If yes, provide project(s) description:

Hollywood Women's Club

Dysart-Rickman House

8. Has your organization successfully completed projects listed on the National Register or in a National Register Historic District?

yes  no

If yes, provide project(s) description:

Hollywood Women's Club, National Register Landmark

Croce Residence, Northwest DeLand Natinal Register District

Dysart-Rickman House, Northwest DeLand Natinal Register District

Manasota Beach Club, National Register District, Multiple Buildings

Numerous local historic district properties.

9. Has your organization ever failed to provide general contracting or complete work awarded to it?

\_\_\_\_\_ yes  X  no

If yes, provide explanation:

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10. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

\_\_\_\_\_ yes  X  no

If yes, provide explanation:

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11. In the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction project?

\_\_\_\_\_ yes  X  no

If yes, provide explanation:

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**REFERENCES**

12. Please list at least three references for whom your organization has completed work. Please include name, title, address, phone number and project:

Reference 1:

Name / title: Isabel Wise

/ Project Manager

Address: 501 N. 14 Avenue

Hollywood, Florida 33020

Phone: 954.480.7472

Project: Hollywood Women's Club

Reference 2:

Name / title: Jennifer Davis

/ Community Redevelopment Agency Director

Address: City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.

Port St. Lucie, Florida 34984-5099

Phone: 772.344.4342

Project: Historic Peacock Lodge

Reference 3:

Name / title: David Dysart or Michael Rickman

/ Owners

Address:

216 Michigan Avenue

DeLand, Florida 32720

Phone: 386.717.9506

Project: Historic Spaulding House

**SIGNATURE**

The undersigned certifies, to the best of his or her knowledge and belief that the information provided herein is true and sufficiently complete so as to not be misleading:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Charles M. Jordan, President

\_\_\_\_\_  
Printed Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_\_ day of May, 2023, in the State of Florida; and the County of Volusia.

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

My Appointment Expires: \_\_\_\_\_



**NEW WORLD**  
BUILDERS

## References

### **Project: Hollywood Women's Club Clubhouse Restoration & ADA Upgrades**

Hollywood Women's Club  
501 N. 14 Avenue  
Hollywood, Florida 33020

Isabel Wise - Project Manager

Phone: 954.480.7472

Email: [wisei@gmail.com](mailto:wisei@gmail.com)

News Report: <https://www.youtube.com/watch?v=V61I0J86nc0&=183s>

### **Current Project: Historic Peacock Lodge**

City of Port St. Lucie  
2456 SE Westmoreland Boulevard  
Port St. Lucie, Florida 34952

Jennifer Davis, CRA, Project Manager

Phone: 772.344.4342

Email: [jdavis@cityofpsl.com](mailto:jdavis@cityofpsl.com)

### **Project: Dysart/Rickman Residence - Improvements to Historic Home**

The Spaulding House  
216 Michigan Avenue  
DeLand, Florida 32720

Dr. David Dysart

Phone: 386.717.9506

Email: [ddysart@stetson.edu](mailto:ddysart@stetson.edu)

### **Project: Manasota Beach Club – Historic Structures Report, Master Planning and Rehabilitation**

Manasota Beach Club  
7660 Manasota Key Road  
Englewood, Florida 34233

Buffy Crampton

Phone: 941.474.2614

Email: [buffcrampton@gmail.com](mailto:buffcrampton@gmail.com)

**426 North Stone Street DeLand, Florida 32720-4059**

**386.868.2200** Central Florida  
Licensed General Contractor #CGC019441

**954.766.2600** South Florida  
[www.new-worldbuilders.com](http://www.new-worldbuilders.com)

**877.296.5055** Fax  
Licensed Roofing Contractor #CCC057505

**HISTORIC PRESERVATION ● NEW CONSTRUCTION ● PROJECT MANAGEMENT ● DESIGN-BUILD**

#### 4. NOTICE TO ATTEND SITE VISIT/PRE-BID CONFERENCE

1. Please indicate below the representatives that will be in attendance at the Site Visit/Pre-Bid Conference. The conference will be held onsite at the Coquina City Hall in Bunnell, Florida.

**200 S. Church Street, Bunnell, Florida 32110**, respectively, from **9 AM – 10 AM** on **Tuesday, April 18, 2023**. Please call (386) 437-7500 if you run behind schedule, or cannot attend. Please note Site Visit/Pre-Bid Conference is **mandatory**.

**MUST BE EMAILED NO LATER THAN 12:00 PM, Monday, April 17, 2023 TO THE FOLLOWING:**

kbates@bunnellcity.us

Attending Contractors Conferences

YES  \_\_\_\_\_ NO \_\_\_\_\_

(If NO, please provide reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Company: New World Builders, Inc.

Name and Title of Representatives to be in Attendance:

1. Charles M. Jordan, President
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_



## 5. SCHEDULE OF VALUES:

Submit a complete breakdown listing all parts of the work to be performed by the Contractor with dollar amount set up for each part using the format below. The list shall include subcontracts and shall total the amount of the contract.

Base bid	\$ 809,215.67
Project timeline	10 months
Division 1 – General Requirements	\$ 199,503.00
Division 2 – Site Work	\$ 95,090.00
Division 3 - Concrete	\$ 28,399.75
Division 4 - Masonry	\$ 25,447.75
Division 5 - Metals	\$ 15,785.00
Division 6 – Wood and Plastics	\$ 234,122.39
Division 7 – Thermal ad Moisture Proofing	\$ 110,565.00
Division 8 – Door and Windows	\$ 47,031.25
Division 9- Finishes	\$ 19,454.28
Division 10 - Specialties	\$
Division 11 - Equipment	\$ 15,525.00
Division 12 - Furnishings	\$
Division 13 – Special Construction	\$
Division 14 – Conveying Systems	\$
Division 15 – Plumbing, Heating, Ventilating, & Air Conditioning	\$ 14,107.50
Division 16 - Electrical	\$ 4,185.00
Total Base Bid	\$ 809,215.67

\*Leave field blank if not applicable

## 6. PROJECT TEAM AND SUBCONTRACTOR PLAN:

Included herein is a complete list of proposed project team and all subcontractors and the portions of the work they are to perform: (A complete list is mandatory, or bid will not be considered.) Vendors local to the City of Bunnell are preferred. The city commission has determined that it is in the best interest of the city to give preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

Proposed Project Team Members (include team members resumes in bid submittal documents)

1. Charles M. Jordan, New World Builders, Inc. - Principal/Project Manager
2. Christopher Gearing, True Color Enterprises Construction - Job Superintendent
3. \_\_\_\_\_

(Add spaces as required to complete the list.)

Subcontractors:

<u>Nature of Work</u>	<u>Local Subcontractor (Name / Address / Phone)</u>	<u>% of Bid</u>
1. Drainage	Rogers Landworks	
2. _____	_____	_____
3. _____	_____	_____

(Add spaces as required to complete the list.)

<u>Nature of Work</u>	<u>Non-local Subcontractor (Name / Address / Phone)</u>
1. HVAC	M&M Mechanical, 1570 Kevin Lane, DeLand, Florida 32724 407.709.2663
2. Coquina	Old World Walls & Ceilings, 2110 Crossover Lane, Geneva, FL 32732 407.349.3600
3. _____	_____

(Add spaces as required to complete the list.)

The undersigned proposes to perform the following work directly without subcontractor:

1. \_\_\_\_\_
2. \_\_\_\_\_

(Add spaces as required to complete the list.)

## 7. PROJECT TIMELINE:

Submit a forecast of the Contractor's ability to assign resources to the project and a timeline for the successful completion of *the Restoration of the Historic Bunnell Coquina City Hall Phase 1*. This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida is required to be complete by **June 30, 2024**.

The project can start as soon as a permit is issued and will be completed in 10 months.

**8. COPY OF CONTRACTOR'S CERTIFICATE OF INSURANCE(S)  
AND WORKMEN'S COMPENSATION:**

Submit a copy of the Contractor's Certificate of Insurance(s) and Workmen's Compensation. For insurance requirements and minimum insurance limits, please see Supplemental Instructions to Bidders.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2022

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

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

PRODUCER: Maury, Donnelly & Parr, 24 Commerce St, Baltimore, MD 21202. CONTACT NAME, PHONE (410) 685-4625, FAX (410) 685-3071. INSURER(S) AFFORDING COVERAGE: Evanston Insurance Company, NAIC # 35378. INSURED: New World Builders, Inc., 426 North Stone Street, Deland, FL 32720.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Insurance verification for the Named Insured

CERTIFICATE HOLDER

CANCELLATION

County of Volusia, 123 W. Indiana Avenue, Deland, FL 32720

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

AUTHORIZED REPRESENTATIVE

[Signature]



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 9/6/2021

**EXPIRATION DATE:** 9/6/2023

**PERSON:** CHARLES M JORDAN

**EMAIL:** CJORDAN@NEW-WORLDBUILDERS.COM

**FEIN:** 650519450

**BUSINESS NAME AND ADDRESS:**

NEW WORLD BUILDERS, INC.

426 N. STONE STREET

DELAND, FL 32720

**SCOPE OF BUSINESS OR TRADE:**

Roofing - All Kinds and  
Drivers

Contractor-Project Manager,  
Construction Executive,  
Construction Manager or  
Construction Superintendent

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IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 9/6/2021

**EXPIRATION DATE:** 9/6/2023

**PERSON:** DONNA A JORDAN

**EMAIL:** CJORDAN@NEW-WORLDBUILDERS.COM

**FEIN:** 650519450

**BUSINESS NAME AND ADDRESS:**

NEW WORLD BUILDERS, INC.

426 N. STONE STREET

DELAND, FL 32720

**SCOPE OF BUSINESS OR TRADE:**

Roofing - All Kinds and  
Drivers

Contractor-Project Manager,  
Construction Executive,  
Construction Manager or  
Construction Superintendent

---

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

## **9. COPY OF CONTRACTOR'S FLORIDA CERTIFIED LICENSE(S)**

Submit a copy of the Contractor's Florida Certified License(s)





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JORDAN, CHARLES M**

NEW WORLD BUILDERS INC  
426 NORTH STONE STREET  
DELAND FL 32720-4059

**LICENSE NUMBER: CGC019441**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JORDAN, CHARLES M**

NEW WORLD BUILDERS INC  
426 NORTH STONE STREET  
DELAND FL 32720-4059

**LICENSE NUMBER: CCC057505**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## **10. COPY OF COMPLETED W-9**

Submit a copy of the Contractor's completed W-9.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>New World Builders, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input checked="" type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>426 N. Stone Street</b></p> <p><b>6</b> City, state, and ZIP code  <b>DeLand, Florida 32720-4059</b></p>	<p>Requester's name and address (optional)  <b>City of Bunnell c/o Kristen Bates, City Clerk</b>  <b>604 Moody Boulevard, Suite 4</b>  <b>Bunnell, Florida 32110</b></p>
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	5	-	0	5	1	9	4	5	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **11. PERFORMANCE AND PAYMENT BONDS**

A Performance and Payment Bond shall be required in the amount of \$500,000. Provide a copy of the bonds.

Performance and Payment Bonds will be provided at the time of Contract.

Currently, our firm is working on a bonded project for the City of Port St. Lucie. The face amount of both the Performance Bond and the Payment Bond is \$859,135.97.

The Brokerage is:  
McGriff Insurance Services, Inc.  
2211 7th Avenue South  
Birmingham, Alabama 35233  
205.252.9871

Following are the cover pages of the currently active bonds:

# AIA® Document A312™ – 2010

## Performance Bond

Bond No. S-335453

**CONTRACTOR:**

*(Name, legal status and address)*

New World Builders, Inc.  
426 N. Stone Street  
DeLand, FL 32720  
386-868-2209

**OWNER:**

*(Name, legal status and address)*

City of Port St. Lucie, Florida 121  
S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
772-344-4342

**CONSTRUCTION CONTRACT**

Date: October 04, 2021

Amount: \$ Eight Hundred Fifty Nine Thousand One Hundred Thirty Five and 97/100 Dollars (\$859,135.97)

**Description:**

*(Name and location)*

Historic Peacock Lodge  
2410 SE Westmoreland Blvd., Port St. Lucie, FL  
Contract #20210028  
**BOND**

Date: October 04, 2021

*(Not earlier than Construction Contract Date)*

Amount: \$ Eight Hundred Fifty Nine Thousand One Hundred Thirty Five and 97/100 Dollars (\$859,135.97)

Modifications to this Bond: X None See Section 16

New World Builders, Inc.  
**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Signature: 

Name and Title: Charles M. Jordan  
President

NGM Insurance Company  
**SURETY**

Company: *(Corporate Seal)*

Signature: 

Name and Title: Richard H. Mitchell  
Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

McGriff Insurance Services, Inc.  
2211 7th Avenue South  
Birmingham, AL 35233  
205-252-9871

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Jennifer Davis, CRA Project Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
772-344-4342

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

Bond No. S-335453

**CONTRACTOR:**

*(Name, legal status and address)*

New World Builders, Inc.  
426 N. Stone Street  
DeLand, FL 32720  
386-868-2209

**OWNER:**

*(Name, legal status and address)*

City of Port St. Lucie, Florida  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
772-344-4342

**CONSTRUCTION CONTRACT**

Date: October 04, 2021

Amount: \$ Eight Hundred Fifty Nine Thousand One Hundred Thirty Five and 97/100 Dollars (\$859,135.97)

**Description:**

*(Name and location)*

Historic Peacock Lodge  
2410 SE Westmoreland Blvd., Port St. Lucie, FL  
Contract #20210028

**BOND**

Date: October 04, 2021

*(Not earlier than Construction Contract Date)*

Amount: \$ Eight Hundred Fifty Nine Thousand One Hundred Thirty Five and 97/100 Dollars (\$859,135.97)

Modifications to this Bond:

None

X See Section 18

New World Builders, Inc.

NGM Insurance Company

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: *(Corporate Seal)*

Company: *(Corporate Seal)*

Signature:

Signature:

Name and

Charles M. Jordan  
President

Name and

Richard H. Mitchell  
Attorney-in-Fact

Title:

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

McGriff Insurance Services, Inc.  
2211 7th Avenue South  
Birmingham, AL 35233  
205-252-9871

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Jennifer Davis, CRA Project Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
772-344-4342

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

AIA Document A312<sup>™</sup> – 2010 Payment Bond. The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:20:17 CT on 09/24/2021 under Order No. 3564650087 which expires on 03/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents<sup>®</sup> Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

(3B9ADA3F)

## **12. MBE/WBE/HUD Designation**

Please list if your company qualifies as a MBE/WBE/HUD business.



**13. COMPLETED CONFLICT, NON-CONFLICT OF INTEREST/  
LITIGATION STATEMENT**

(Form A)

**CITY OF BUNNELL**

**CONFLICT/NON - CONFLICT OF INTEREST STATEMENT**

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

New World Builders, Inc.  
COMPANY NAME

Charles M. Jordan  
SIGNER'S NAME (PRINT OR TYPE)

AUTHORIZED SIGNATURE  
President

TITLE

DATE

*Failure to check the appropriate blocks above may result in disqualification of your RFP. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your RFP.*

**14. DRUG-FREE WORKPLACE CERTIFICATION**  
(FORM B)

***THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RFP***

**CITY OF BUNNELL**

**DRUG-FREE WORKPLACE CERTIFICATION**

Does your Agency have a Drug-Free Workplace Program: Yes:  X  No: \_\_\_\_\_

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5 ) calendar days after such conviction.

Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Charles M. Jordan  
\_\_\_\_\_  
NAME  
  
\_\_\_\_\_  
SIGNATURE  
  
President  
\_\_\_\_\_  
TITLE

## 15. RESPONDER'S CERTIFICATION

(Form C)

I have carefully examined the Request for Proposal, Instructions to Responders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal at the prices, rates or discounts quoted in my response. I agree that my response will remain firm for a period of up to ninety (90) days in order to allow the CITY OF BUNNELL adequate time to evaluate the responses.

I agree to abide by all conditions of this response and understand that a background investigation may be conducted by the CITY OF BUNNELL prior to award.

I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the Responder and that the Responder is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without any prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response; no employee or agent of the CITY OF BUNNELL or of any other Responder has any interest in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

New World Builders, Inc.

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Responder

---

Authorized Signature

Charles M. Jordan, President

---

Officer Title

---

Date

# 16. AFFIDAVIT OF NON-COLLUSION

(Form D)

## AFFIDAVIT OF NON-COLLUSION

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

New World Builders, Inc.  
(Bidder Name)

Charles M. Jordan, President  
(Title)

\_\_\_\_\_  
(Signature)

### ACKNOWLEDGEMENT

STATE OF FLORIDA )  
 ) ss  
COUNTY OF VOLUSIA )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

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

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

**END OF AFFIDAVIT**

# 17. CERTIFICATION OF NON-SEGREGATED FACILITIES

(Form E)

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: New World Builders, Inc.

Signature: \_\_\_\_\_

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

Title: Charles M. Jordan, President

Official Address: 426 N. Stone Street

DeLand, Florida 32720-4059

**END OF CERTIFICATION**

# 18. SWORN STATEMENT ON PUBLIC ENTITY CRIMES

(Form F)

## SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: The City of Bunnell (Public entity)

By: Charles M. Jordan, President

\_\_\_\_\_  
(Individual's name and title)

For: New World Builders, Inc.

\_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address

is: 426 N. Stone Street

DeLand, Florida 32720-4059

Federal Employer Identification Number (FEIN):

65-0519450

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the

entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

    X     Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

                     The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

                     The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: \_\_\_\_\_

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

State of: Florida \_\_\_\_\_

County of: Volusia \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me,  
(Name of individual signing)

affixed his/her signature in the space provided above on this \_\_\_\_\_ day of May \_\_\_\_\_ ,  
20 23 .

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

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

END OF SWORN STATEMENT



# CHARLES M. JORDAN

President, New World Builders, Inc.

**(386) 868-2209**

[cjordan@new-worldbuilders.com](mailto:cjordan@new-worldbuilders.com)

## CORE COMPETENCIES

- Creative, independent and self-motivated
- Leadership ability exhibited over a thirty year time period
- Management skills, both as small business owner and as a civic organizer
- Extensive experience with governmental approvals & public presentation in multiple municipalities
- Excellent working knowledge of building and zoning codes
- Background in urban planning through practical experience & public participation
- Clear understanding of legal issues of land use and urban planning.
- Technical knowledge of historic preservation practices as a general contractor

## EDUCATION

<b>FLORIDA INTERNATIONAL UNIVERSITY</b> Bachelor of Science Degree in Architectural Technology	<b>1978-1981</b>
<b>TOWSON STATE UNIVERSITY</b> Economics & Mathematics Major Studies	<b>1976-1978</b>
<b>BALTIMORE POLYTECHNIC INSTITUTE</b> Advanced College Preparatory Course	<b>1972-1975</b>

## PROFESSIONAL LICENSES

Charles M. Jordan holds the following licenses from the State of Florida:

- Certified General Contractor #CGC019441
- Certified Roofing Contractor #CCC057505
- Licensed Real Estate Broker #BK475925

[www.new-worldbuilders.com](http://www.new-worldbuilders.com)

## PROFESSIONAL STATUS

**New World Builders, Inc.** **1994-Present**  
President/Qualifier  
*“A Florida Licensed General Contracting firm involved in new construction, rehabilitation and historic preservation work”*

**Volusia Properties, LLC** **2017-Present**  
President/Broker  
*“A Florida Licensed Real Estate Broker firm involved in real estate marketing, sales and management”.*

## CIVIC INVOLVEMENT

### CITY BOARD SERVICE

**Historic Preservation Board** **2018-Present**  
City of DeLand  
*“This is a quasi-judicial board appointed by the City Commission.”*

**Historic Preservation Board** **1989-1995, 1999-2003**  
City of Fort Lauderdale  
Chairman 2001-2003, Vice Chairman 1994-1995  
*“This is a quasi-judicial board appointed by the City Commission.”*

**Zoning Re-write Committee** **1994-1996**  
City of Fort Lauderdale  
Historic Preservation Board Delegate to Planning & Zoning Board Zoning Rewrite Committee  
*This was a board comprised of the City of Fort Lauderdale Planning & Zoning Board plus delegates of the various boards that deal with zoning issues. The work product of the committee delivered to the consultant who wrote the Urban Land Development Regulations (ULDR) for the City of Fort Lauderdale.*

## **NON-PROFIT ORGANIZATION LEADERSHIP**

### **Trust for Historic Sailboat Bend, Inc.**

**2008-2014**

Non-Profit Organization  
President 2010-2013

*“A non-profit organization committed to identifying, preserving, restoring and enhancing the historic character of the Sailboat Bend Historic District and other historic communities, sites and locations.”*

### **Sailboat Bend Civic Association**

**1983-2013**

President 1988-1989  
Neighborhood Master Plan Chair 1989-1992

*President during City sponsored Neighborhood Master Plan program, leading to the designation of the Sailboat Bend Historic District. Served as Neighborhood Master Plan Chair until the Sailboat Bend Historic District was established. This once blighted neighborhood recently won the Best Place to Live in Broward County award from the New Times.*

### **Broward Trust for Historic Preservation, Inc.**

**1998-2005**

Non-Profit Organization  
President 1999-2005

*Presided over the expansion of the Sailboat Bend Historic Trust to a countywide advocacy organization for historic preservation. Worked to oversee the Related Group in redevelopment of the historic Lauderdale Beach Hotel into the Las Olas Beach Club, as part of a negotiated legal settlement. With activist executive board, initiated educational programs and public awareness efforts, such as the ‘Going, Going, Gone’ exhibition on mid-century modern architecture. Managed the NPO as President for over six years, leaving the trust with over \$300,000 in assets.*

### **Flagler Village Civic Association**

**1996-2000**

President 1998-2000

*President of an emerging urban neighborhood during transition from blighted area to in-town redevelopment. Participated in urban neighborhood studies that led to infrastructure improvements still being implemented.*

### **Council of Fort Lauderdale Civic Associations**

**2006-2013**

Member of Ad-Hoc Zoning Rewrite Committee, 2006-Present  
Sailboat Bend Delegate, 2011-2013

*“ The Ad-hoc Zoning Rewrite Committee was set up by the Council of Fort Lauderdale Civic Association to address the residential zoning code, particularly as it relates to compatibility with established neighborhoods.”*

### **American Institute of Architects – FIU Student Chapter**

**1979-1980**

President

*“ Served as President of the Florida International University Student Chapter while pursuing Bachelors Degree in Architectural Technology”*

# **PROJECT HIGHLIGHTS**

**Historic Preservation – Municipally Funded Projects – New Construction**

**[www.new-worldbuilders.com](http://www.new-worldbuilders.com)**

## **HISTORIC PRESERVATION**

**Spaulding/Dysart & Rickman House**

**2015-2017**

**216 W. Michigan Avenue  
DeLand, Florida 3272**

**Historic Rehabilitation**



The subject property is a historic two-story wood frame home with a specialized shell stucco finish. The house is a contributing building in the Deland Northwest Historic District, listed on the National Register of Historic Places. Therefore any work done to the building was done according to the United States Secretary of the Interior's Standards for Rehabilitation of Historic Buildings.

Scope of our work included the following:

- Rewire the entire building to replace the original 'knob & tube' wiring
- Duplicate plaster textures to match the original, where penetrations were necessary.
- Repair original unpainted coquina stucco cracking
- Replace hurricane damaged roofing with metal roof
- Create Music Library for pianist Dr. Michael Rickman
- Restore damaged wood doors with stain finish
- Paint entire interior
- Paint exterior windows & trim, while maintaining the original unpainted coquina stucco finish.

Recognizing that this is a significant historic building in the City of DeLand and according to the owners' intention to provide more protection for its unique façade, we assisted the owners in getting the property designated on the DeLand Register of Historic Places.

**Lee-McDonald-Jordan Residence**

**426 North Stone Street  
DeLand, Florida 32720**

**2015-2017**

**Total Historic Rehabilitation**

**Before**



**After**



Total historic rehabilitation of a 1924 Mediterranean Revival home that had been abandoned for 4 years, after a fire destroyed the attached garage and electrical service. Included were all new mechanical, electrical, plumbing and natural gas, while maintaining the unique elements of the interior trim & plaster. Wood casement and double-hung windows were re-sashed in the existing jambs and inappropriate metal windows removed, helping to restore the historic structure to its original appearance. Paint was also matched to the original color and a layer of sprayed-on stucco was removed to reveal the original texture.

As significant historic building in the City of DeLand, this property was designated historic and is on the Local Register of Historic Buildings.

**Butterfly Kisses for Kids**

**207 Live Oak Street  
New Smyrna Beach, Florida 32168**

**2016**

**Commercial Conversion/Historic Rehabilitation**

Scope of the Work included conversion of single family bungalow to a retail store in downtown New Smyrna Beach. Upgrades included ADA rest room, interior & entry ADA access paths, Exterior deck & ADA ramp. All improvements were done to maintain the historic cottage feel, while meeting the requirements of a commercial conversion to a retail establishment.

**Hollywood Women's Club**  
501 North 14th Avenue  
Hollywood, Florida 33020

**2013, 2020-2021**  
2013 Foundation Replacement  
2020-2021 Total Restoration, ADA Upgrades



2013: Foundation replacement for the historic Hollywood Women's Club "Clubhouse". Work includes lifting the building to provide room to install helical piling; building a grade beam; perform remedial work to the structure where damaged by moisture intrusion; raise the elevation of the building and the site grade to prevent flooding in the future. This project is partially funded by the State of Florida Department of State, Division of Historic Resources.

<http://www.local10.com/news/Crews-raise-historic-clubhouse-to-preserve-it/-/1717324/19811808/-/u8simo/-/index.html>

### **2020-2021 Total Restoration**

Total restoration of the 1927 Historic Hollywood Women's Club, following the US Secretary of the Interior's Standards for Rehabilitation of Historic Buildings. Scope of the Work includes the following:

- ADA Upgrades to provide building access and ADA rest room facilities.
- Provide rear entrance Portico with ADA lift to provide access form the outside.
- Provide new parking lot with handicap spot & ADA access to building.
- Replace all Mechanical, Electrical and Plumbing.
- Restore double hung wood windows, window weights and appropriate trim.
- Restore operable shutters with original details to protect windows.
- Replace roofing with original type metal roof. Upgrade exterior structure of roof to accept insulation panels and provide superior fastening.
- Provide hurricane strapping to all trusses.
- Restore double front entry doors to their original appearance.
- Landscape as required for improvements of this scope.

**Willingham Carriage House at Richardson Park**  
1937 Wilton Drive  
Wilton Manors, Florida 33312

**2014**  
**Structural Repairs to Historic Building**

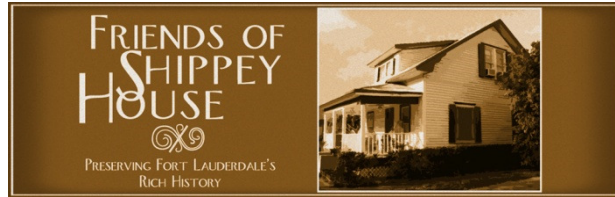


Retained by the City of Wilton Manors and the Wilton Manors Historical Society to do structural repairs to the Richardson Carriage House, located in a city park.

**Shippey House**  
220 Nugent Avenue  
Fort Lauderdale, Florida 33312

**2011-2012**  
**Historic House Relocation**

Historic House Relocation; Provided consulting and general contracting support for relocation of the historic Judge Shippey House. Obtained Certificates of Appropriateness from the Historic Preservation Board for both locations, assisted in negotiating the lease terms and coordinated State, County and City permits for the move.



**The Schubert Resort**  
855 Northeast 20 Avenue  
Fort Lauderdale, Florida 33304

**2004-2005**  
**30 UNITS**

Brought in to an incomplete project that had been started in 2000 and abandoned. Worked through the re-permitting process to complete the gutted units. Did consultant work on the hotel/condominium conversion to ensure that all building issues with the City were resolved.



**Curci House - City of Hallandale Beach**  
**324 Southwest Second Avenue**  
**Hallandale Beach, Florida**

**2003**

**Historic Preservation Consultant**

Hired by the City of Hallandale Beach to determine the feasibility of restoring the historic Curci House. At that time, the property was privately owned and the developer was planning to demolish the historic home and develop the parcel as new single-family houses. We found that a rehabilitation would be feasible and proposed that the City increase the density of the south portion of the property in return for the developer donating the house and sufficient land to honor the historic resource. The outcome was just that: the developer donated the Curci House, built townhouses on the south portion of the lot and the Curci House was preserved as a Museum.



Before



After

**Lauderdale Beach Hotel/Las Olas Beach Club**  
**101 North Fort Lauderdale Beach Boulevard**  
**Fort Lauderdale, Florida**

**2004-2006**

**Historic Preservation Consultant**

As President of Broward Trust for Historic Preservation, negotiated with the Related Group to provide an adaptive reuse of the Lauderdale Beach Hotel as part of a high-rise condominium project. The outcome provided a successful oceanfront condominium project, with commercial uses at ground level. The Roy France designed street facades were saved. This was a win-win between the developer and the historic preservation community in what was an intensely growing market.





**Front Street Villas**

**2002**

**1225 SW 4 Court**

**3 UNITS**

**Fort Lauderdale, Florida 33312**

This project is a renovation of a 1952 house with a 1958 duplex attached to it. Construction is CBS. Kitchens and bathrooms were replaced and updated; Ceramic Tile Flooring was placed throughout the units; Windows were replaced. Central Air Conditioning was installed; New fiberglass membrane roofing; Repainted inside and outside. Chicago Brick Paving added to create a car court for parking; Drainage basin required for car court; Fencing; Landscaping.

Renovations were privately funded. Tenant occupancy was immediate.

**Kevin Lynch Residence & Duplex**

**1998**

**441 NE 2 Avenue**

**3 UNITS**

**Fort Lauderdale, Florida 33301**

This project was a successful renovation of a 1930's historic home plus a two-story duplex. Construction is wood frame with lap style aluminum siding. The structure was gutted to the studs, reinforced and restored. Original wood flooring was refinished. Kitchens and bathrooms were replaced and updated for modern convenience. Windows were replaced.

Renovations were privately funded.

Owner moved into the home upon completion; Tenant occupancy on the duplex was immediate.

**MUNICIPALLY FUNDED PROJECTS**

**Lillian Davis Residence – City of Fort Lauderdale Replacement House**

**1998**

**433 Northwest 15 Avenue**

**Fort Lauderdale, Florida 33311**



This house was part of the City of Fort Lauderdale's Replacement Housing Program through the Community Development Department. Project scope included demolition of an existing residence. The home is a 2 bedroom/One bathroom CBS structure with covered front and rear porches.

**Charles Wright Residence– City of Fort Lauderdale Replacement House**

**1998**

**405 Northwest 20 Avenue**

**Fort Lauderdale, Florida 33311**



This house was part of the City of Fort Lauderdale's Replacement Housing Program through the Community Development Department. Project scope included demolition of an existing residence. The home is a Two bedroom/One bathroom CBS structure with covered front porch and open rear patio.

**Riverside Grove - City Funded Rental Rehab Project**

**2000**

**1435 SW 8 Court / 650 SW 15 Avenue  
Fort Lauderdale, Florida 33312**

**20 UNITS**



This project was a successful renovation of two 10-unit apartment buildings. Construction is CBS. Ceramic Tile Flooring was placed in the units; Kitchens and bathrooms were replaced and updated; Central Air Conditioning was installed; New fiberglass membrane roofing; Repainting; Installation of canvas awnings; Quarry tile installation on all common balconies & stairs; Replacement of landscaping.

Renovations were funded in part by the City of Fort Lauderdale Rental Rehabilitation Program.

**New World Builders, Inc. – City Funded Rental Re-hab Project**

**1999**

**501 NE I Avenue  
Fort Lauderdale, Florida 33301**

**3 UNITS**



This project was a successful renovation of a 1952 house and a 1948 duplex. Construction is CBS The structure was gutted to the studs, reinforced and restored. Ceramic Tile Flooring was placed throughout the units. Kitchens and bathrooms were replaced and updated for modern convenience.

Windows were replaced. A 5-V Crimp Galvalume Metal roof was added both for aesthetics and durability.

Renovations were funded in part by the City of Fort Lauderdale Rental Rehabilitation Program. Tenant occupancy was immediate, being attracted to the charm of this newly restored historic building.

**New World Builders, Inc. - City Funded Rental Re-hab Project**

**1997**

**517 NE 2 Avenue  
Fort Lauderdale, Florida 33301**

**4 UNITS**



This project was a successful renovation of a 1939 historic four unit building. Construction is wood frame with wood lap siding. The structure was gutted to the studs, reinforced and restored. Original wood flooring was refinished. Kitchens and bathrooms were replaced and updated for modern convenience. Windows were replaced. A 5-V Crimp Galvalume Metal roof was added both for historic authenticity and durability.

Renovations were funded in part by the City of Fort Lauderdale Rental Rehabilitation Program. Tenant occupancy was immediate.

**Morris Apartments - City Funded Rental Re-hab Project**

**1998**

**808 West Las Olas Boulevard  
Fort Lauderdale, Florida 33312**

**2 UNITS**

This project was a successful renovation of a 1948 duplex. Construction is CBS The structure was gutted to the studs and restored. Ceramic Tile Flooring was placed throughout the units. Kitchens and bathrooms were replaced and updated for modern convenience. Windows were replaced. A new fiberglass shingle roof was installed.

# **NEW CONSTRUCTION**

## **Ocean Pearl Estates**

**3400 SE 6 Street  
Pompano Beach, FL 33062**

**2007-2010**

**New Construction  
Pool House  
10 unit townhouse project**



Brought in as a Builder/Developer Consultant to assist developer with a lender work-out. Became the General Contractor responsible for completion of the Pool House, Common Areas and remaining build-out. Scope of the Work includes all aspects of construction to complete the project, including permitting, coordination of plan revisions, quality control, interface with lender and developer.

## **Poinciana Court**

**271-305 Southeast 22 Street  
Fort Lauderdale, Florida 33316**

**2003-2004**

This is a six-unit townhouse project in the Poinciana Park neighborhood of Fort Lauderdale. Successfully built and all units sold before completion, this project was an entry level project with upgraded finish levels expected in more expensive townhomes. Sale prices ranged from \$205,000 for a one bedroom unit to \$284,000 for the three bedroom unit. Construction funding was provided by Equitable Bank (Now known as 1<sup>st</sup> United Bank).





Sailboat Bend



This project is part of the Village Collection, which is built in a style reminiscent of the historic homes in the Sailboat Bend Historic District. The primary residence is a 3 bedroom/3 bathroom wood frame structure with covered front and rear porches. In addition there is a two-story attached garage with a 1 Bedroom/1 Bathroom apartment above.

**Numerous other projects/further references available upon request.**



# NEW WORLD BUILDERS

## Historic Bunnell Coquina City Hall

May 9, 2023

Following is a questionnaire used by the City of Port St. Lucie to evaluate prospective general contractors qualified to take on historic preservation projects.

### 1. Question #1 - Clarification

*Although our corporate office is in DeLand, we travel to historic projects. We manage the job hands-on. The firm owns a 40' motorhome that is used as a mobile office and lodging for the Project Manager, so we always have a strong presence on the job. Some members of the historic preservation crew also have travel trailers. The mobile office is currently on the job at the Historic Peacock Lodge in Port St. Lucie, Florida.*

### 2. Briefly describe the history of your firm(s). Provide general information about the firm's establishment, personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices that will be directly involved with this Project.

*Our firm was established in 1994 and over the years has been involved in many types of projects, including new single family and townhouse construction, commercial and residential rehabilitation and we have worked directly for the cities of Fort Lauderdale, Wilton Manors and Hallandale Beach. As time went on, our focus turned more and more, to historic preservation projects.*

*Our crew has experience working on many notable historic resources, such as the Hollywood Women's Club (Hollywood), Bonnet House (Fort Lauderdale), The Barnacle (Miami), as well as a number of historic homes in South and Central Florida.*

*Our principal, Charles Jordan has over 40 years in the construction industry, as does, Superintendent Christopher Gearing, who is also a master carpenter and working supervisor, responsible for daily operations on the job. Our subcontractors are well versed on the methods that we use in historic preservation. We are careful to hire those with experience and a dedication to the same goals.*



# NEW WORLD BUILDERS

3. Provide any information that may serve to differentiate your firm from other firms regarding suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

*Our firm provides a level of detail unusual in the construction industry. We honor the historic building by addressing issues as they come forward in a way that does not diminish the stature of the historic resource. For instance, on our current project, Hollywood Women's Club, we were able to restore the fenestration to its original appearance. This involved reviewing historical evidence and using the historic clauses in the Florida Building Code to get the approval of the Building Official to restore the historic wood double-hung windows. It also involved fabrication of the windows, including the weights and pulleys. This was our initiative, which was proudly supported by the Hollywood Women's Club representatives.*

*The subject project requires the same level of dedication and detail. We are uniquely qualified to accomplish the goals of this project.*

4. How will your entity ensure best practices and technologies in retrofitting to promote long-term viability of the City-owned buildings?

*The goal of all historic restorations must be to preserve the long-term vitality of the building. We study each job to determine why certain systems failed and then we will seek to prevent that from happening again. Many historic buildings deteriorate due to improper moisture control. It is essential that when we restore that we address these issues and apply techniques that prevent moisture intrusion for a very long time. We also advocate annual inspections by a historic preservation professional with qualifications like ours to address maintenance issues before they get out of hand.*



# NEW WORLD BUILDERS

5. Provide information on the firm's experience on projects of similar, size, function, and complexity (similar type of construction and a contract dollar amount equal to 80% or more of the anticipated amount of the incumbent project). Describe 3 projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project. For each project, provide the following information: practices and technologies in retrofitting to promote long-term viability of the City-owned buildings?

Current Project:

**HISTORIC PEACOCK LODGE**  
**2456 SE Westmoreland Boulevard**  
**Port St. Lucie, Florida 34952**

- This project is located in the same park as the Port St. Lucie Botanical Gardens, located on the St. Lucie River. The building is one of two historic structures moved to the park as part of a major redevelopment and expansion of the public park.
- This project is of similar size and scope as the Historic Bunnell Coquina City Hall.
- Bid was awarded in October 2021, but the notice to proceed was not issued until July 2022, due to lack of infrastructure to the site.
- The building is a wood frame vernacular building with cypress board & batten siding, old growth pine structural members and cypress tongue & groove interior wallboards.
- Scope includes a full restoration, including all new mechanical, electrical, plumbing, fire protection and ADA upgrades.

**HOLLYWOOD WOMEN'S CLUB**  
**501 N. 14 Avenue**  
**Hollywood, Florida 33020**

- Bid was awarded for ADA upgrades to the clubhouse. Subsequently, the scope of the work was expanded to include a full restoration, including roof structural repairs and new metal roofing.
- This is a wood frame vernacular building, which has served as the meeting place for the Hollywood Women's Club since its inception.
- On this project, we have performed as the General Contractor for a full historic restoration of this 1927 National Register building. We also assisted in writing specifications to meet the US Secretary of the interior's Standards prior to commencement of the work.
- Please contact Owner's representative, Isabel Wise at 954.480.7472
- Project Architect: Joseph Kaller, 2417 Hollywood Boulevard, Hollywood, Florida 33020. Phone 954.920.5746



# NEW WORLD BUILDERS

- This project is of similar size and scope as the Historic Peacock Lodge. Years of deferred maintenance and poorly conceived 'upgrades' led to multiple repairs and remediation. When completed, the Historic Hollywood Women's Club will be fully restored and updated to meet ADA requirements.
- Overall supervision is handled by the principal, Charles Jordan. Daily job supervision is provided by Ted Arpin, who leads one of the best carpentry crews in the business.

**(See Attached Project Resume for information on additional jobs)**

6. How does your entity request change orders and how will you ensure they benefit our project?  
*First, we look to the plans, specifications and engineering to see if there is guidance on how to handle an issue. If we are unable to resolve the matter within the scope of the contract, we will contact the Project Architect, usually with a proposed solution. When approved, we proceed with the Change Order, as agreed. The written change Order is processed on our end by Charles Jordan.*

7. Please explain how your entity will repair structurally unsound framing and perform rehabilitation of all doors, windows, exterior trimming and siding.

*Again, first, we look to the plans, specifications and engineering to see if there is a detail for that particular repair. Each repair is handled based on the extent of the damage. We will, when feasible, epoxy open joints and small voids, after treating the spot with a wood preservative. Only when a member is beyond reasonable repair will we replace that member with a like product. If possible, we will use Cypress trim materials, as they are very durable for exterior application. We also have a good source of old growth pine and cypress that we use on a regular basis.*

8. Please provide an estimated timeline of improvement completion.

*We would propose a 300 day time period to complete the Historic Bunnell Coquina City Hall, subject to field, market conditions and force majeure.*

Respectfully submitted,  
NEW WORLD BUILDERS, INC.

  
Charles M. Jordan  
President

[cjordan@new-worldbuilders.com](mailto:cjordan@new-worldbuilders.com) 386.868.2209





**CITY OF BUNNELL**  
**RFP 2023-01 Restoration of the Historic Bunnell Coquina City Hall**  
**Selection Committee Minutes**  
**May 11, 2023 at 2:30 PM**

**COB Staff Present:** Marcus DePasquale, City Engineer (Selection Committee Member); Kristen Bates, City Clerk (Selection Committee Member); Lakesha Byrd, Financial Services Coordinator (Selection Committee Member); Bridgitte Gunnells, Deputy City Clerk, Donnie Wines Sr. IT Analyst, Kristi Moss, Finance Director; Paul Waters, City Attorney

**Also Present:** Jennifer Pietschker, Principal at LOCI Architects, LLC (Contracted Project Manager for the grant); Charles Jordan, New World Builders

**Meeting Commenced at:** 2:32 PM

City Clerk Bates called the meeting to order at 2:32 PM.

City Clerk Bates started discussion by announcing the City had received only one bid submittal packet and opened discussion to the Committee. She advised the packet was missing some of the elements listed in the RFP and had contacted all the references. Only David Dysart had returned the call and provided a positive reference for New World Builders. It was further stated a list of current jobs and the progress on those jobs was not located in the packet. The grant award amount of \$500,000.00 was discussed and the possibility of getting additional funding to help with other phases of the restoration. The incompleteness or inability to easily located some of the required information was commented on by all Committee members.

The base bid amount is well over the grant award and there are no additional City funds to use at this time. Based on this information, it was proposed the committee should ask the Commission for permission to negotiate a revised scope of work that falls within the budgeted amount. City Engineer DePasquale and Financial Services Coordinator Byrd agreed. Because time is of the essence on this, the committee will work to get the request before the Commission at May 22, 2023 meeting.

Ms. Byrd commented the only resume included was New World Builders; she would like to see resumes on all contractors listed. Jennifer Pietschker, LOCI Architects stated she would get with the Site Engineer to prioritize the projects on the grant list.

Charles Jordon with New World Builders reported a current job in Port St. Lucie which is at 60% complete; this project should not impact the restoration project in any way. He stated he would send resumes to the Selection Committee of all contractors listed in the bid proposal. City Attorney Paul Waters stated Mr. Jordan can contact the Architect and Engineer prior to the next meeting.

The next meeting will be May 23, 2023 at 9:00 AM at 604 E. Moody Blvd. Unit 4 if the Commission grants the permission to negotiate at the May 22, 2023 meeting.

**Adjourned at:** 3:08 PM

CITY OF BUNNELL  
RFP 2023-01  
RESTORATION OF COQUINA CITY HALL PHASE 1

CATEGORY	POINTS					
Ability of Firm and its Professional Personnel	0-40	20				
Firm Experience	0-40	40				
Effects of the Firm's Current and Projected Workload	0-30	10				
Cost/Fee Schedule	0-30	10				
Quality of RFQ Submittal; All forms/information submitted	0-5	0				
		80				

COMMITTEE MEMBER:

Lakesha Byrd

Type or Print Name Here

MEMBER SIGNATURE

MEMBER SIGNATURE

Lakesha L. Byrd

DATE

DATE

5/11/2023

CITY OF BUNNELL  
RFP 2023-01  
RESTORATION OF COQUINA CITY HALL PHASE 1

CATEGORY	POINTS					
Ability of Firm and its Professional Personnel	0-40	30				
Firm Experience	0-40	30				
Effects of the Firm's Current and Projected Workload	0-30	15				
Cost/Fee Schedule	0-30	10				
Quality of RFQ Submittal; All forms/information submitted	0-5	3				
		88				

COMMITTEE MEMBER:

Marcus DePasquale, PE

Type or Print Name Here

MEMBER SIGNATURE

MEMBER SIGNATURE

DATE

DATE

5/11/2023

CITY OF BUNNELL  
RFP 2023-01  
RESTORATION OF COQUINA CITY HALL PHASE 1

CATEGORY	POINTS	Hydradry Inc	New World Builders			
Ability of Firm and its Professional Personnel	0-40	N/A- No bid	20			
Firm Experience	0-40	N/A- No bid	30			
Effects of the Firm's Current and Projected Workload	0-30	N/A- No bid	10			
Cost/Fee Schedule	0-30	N/A- No bid	10			
Quality of RFQ Submittal; All forms/information submitted	0-5	N/A- No bid	3			
			73			

COMMITTEE MEMBER:

Kristen Bates

Type or Print Name Here

MEMBER SIGNATURE

MEMBER SIGNATURE

*KBates*

DATE

DATE

5/10/2023



## City of Bunnell, Florida

### Agenda Item No. H.6.

Document Date: 5/7/2023 Amount:  
Department: Community Development Account #:  
Subject: Request Approval of an Interlocal Agreement with Flagler County Board of  
County Commissioners for Building Division Services.  
Agenda Section: New Business:  
Goal/Priority: Increase Economic Base, Financial Stability/Sustainability, Organizational  
Excellence

#### ATTACHMENTS:

Description	Type
Proposed Interlocal Agreement	Contract
Flagler County, Department of Growth Management, Building Department Fee Schedule (2008-31 with 2011-01 & 2012-52 amendments)	Exhibit

#### Summary/Highlights:

The purpose of this Agreement is to receive the expertise and assistance from the Flagler County, Department of Growth Management, Building Department to provide all building related services, in their entirety, except for the review of the City of Bunnell's Land Development Code, which shall continue as the responsibility of the Department of Community Development and Engineering. Therefore, this request is to approve the Interlocal Agreement with Flagler County, Department of Growth Management, Building Department to evaluate development projects, construction plans, and land development proposals to confirm compliance with relevant Florida Building Codes. The Interlocal Agreement will also entail the issuance of applicable building permits and performance of related inspections of development activity. Additionally, this agreement will also incorporate the Flagler County adopted, Building Department Fee Schedule titled, "Fee Schedule (2008-31 with 2011-01/2015-52 amendments)" (Attachment A)

#### Background:

The City is initiating the utilization of the Flagler County, Department of Growth Management, Building Department with the primary objective of ensuring the public's life, health, safety and welfare as it relates to standard construction practices. In general, the Flagler County, Growth Management, Building Department will act as the Building Official, with the responsibility of reviewing plans, issuing associated building permits, performing inspections, issuing certificates of completion, issuing certificates of occupancy, and when necessary, pursuing and enforcing code compliance. In concert with this Interlocal Agreement, the Flagler County, Growth Management,

Building Department will ensure compliance with the wide range of permits, for all construction activity within the building, electrical, gas, mechanical, and plumbing and other related trades.

In consideration of this Interlocal Agreement, moreover, the performance of Flagler County, Department of Growth Management, Building Department agrees to the following, which is cited in greater detail in the attached agreement.

The Building Services provided by the Flagler County, Department of Growth Management, Building Department will be covered solely by the fees authorized under Section 553.80 of the Florida Statutes. The referenced section of the statutes enacts the allowance for charging any fees or investment earnings related to the fees, used to carry out the enforcement of the Florida Building Code. All applicable fees shall be collected by the Flagler County, Department of Growth Management, Building Department and reported to the City of Bunnell's City Manager, Community Development Director, and Finance Director on a monthly basis.

**Staff Recommendation:**

Staff recommends approval of the Building Services Interlocal Agreement between the City of Bunnell and Flagler County, Department of Growth Management, Building Department.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

These services will be funded with building permit fee revenue. Per Florida Statutes, this revenue must be used to fund costs associated with building functions and cannot be used for other purposes, For the upcoming fiscal year the city will create a Special Revenue Fund where we will budget the revenue and expenses associated with this function in their own fund to ensure compliance with Florida Statutes.

**City Manager Review/Recommendation:**

Approved.

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF BUNNEL AND  
FLAGLER COUNTY, DEPARTMENT OF GROWTH MANAGEMENT,  
BUILDING DEPARTMENT FOR BUILDING SERVICES**  
*[City Agreement #2023-05]*

**THIS INTERLOCAL AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **THE CITY OF BUNNELL, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Post Office Box 756, Bunnell, Florida 32110-0756, (hereinafter the “City”), and **FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida, with a mailing address of 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110-0756, (hereinafter the “County”).

**WHEREAS**, pursuant to Section 163.01, Florida Statutes, City of Bunnell and Flagler County have the authority to enter into agreements for sharing of certain governmental powers and obligations; and

**WHEREAS**, City of Bunnell wants to contract with Flagler County to facilitate Building and Permitting processes, and Related Services as further set forth herein; and

**WHEREAS**, Flagler County is amenable to providing for the City of Bunnell’s needs pursuant to this agreement; and

**WHEREAS**, the health, safety, and welfare of residents of both City of Bunnell and Unincorporated portions of Flagler County will best be served by Flagler County performing plan review and inspections for project located within the Bunnell’s City Limits; and

**WHEREAS**, this Agreement evidences the intentions of the respective Parties to cooperate with each other in the furtherance of the public’s interest.

**WHEREAS**, the City has historically employed its own Building Official for the purpose of conducting building services and inspections pursuant to the Florida Building Code; and

**WHEREAS**, the City’s contracted Building Official has recently resigned, and no other City employee is qualified to serve as Florida Building Codes Administrator or Building Official to administrate, supervise, direct, enforce, or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the City Limits of Bunnell, Florida, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. Where the Section

468.604 of the Florida Statutes require, the Building Code Administrator or Building Official to faithfully perform responsibilities of reviewing construction plans to ensure compliance with all applicable sections of the code; the inspection of each phase of construction where a building or other construction permit has been issued to ensure the work performed is in accordance with applicable sections of the code; and

**WHEREAS**, Flagler County is willing to provide building services to City of Bunnell under certain terms and conditions, and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and on the terms and conditions set forth, the parties agree as follows:

**1. RECITALS INCORPORATED.**

The recitals above are true and correct and are incorporated herein by reference.

**2. TERM.**

This Agreement shall become effective upon the recording of this Agreement in the Official Records of City of Bunnell and Flagler County and shall continue in full force and effect until amended, canceled, or superseded. Either party may terminate this agreement, with or without cause, by providing the other with written notice at least sixty (60) days prior to the effective date of such termination.

**3. OBLIGATIONS OF THE CITY.**

- a. The City shall direct all applicants for permits to Flagler County.
- b. The City, by this Agreement, formally designates the County's Building Official as the City's Building Official. The City shall support the Building Official for so long as engaged pursuant to this Agreement.
- c. The City shall hold as confidential any usernames or passwords provided to it by the County for purposes of accessing the County's case management systems.
- d. The City understands that it shall have access to the County's case management system as to City and County permits, and agrees to confine its use of the case management system to City purposes.

**4. OBLIGATIONS OF THE COUNTY.**

- a. The County shall require its Building Official to provide Building Inspections for the City pursuant to the Florida Building Code. Inspections shall be provided for any permit issued by the City and requiring inspection pursuant to the Florida Building Code.
- b. The Building Official shall not be required to enforce or apply the City's jurisdictional land development regulations.
- c. The Building Official shall not be required to undergo any additional or specific training exceeding that necessary for the Building Official pursuant



to the Building Official's licensure. In the event the Building Official is called upon by the City to perform any inspection that the Building Official believes to be beyond the scope of this Agreement, the Building Official shall so inform the City through the City's designee and shall thereafter be under no further obligation with respect to that inspection request.

- d. To facilitate permit applications, refer matters for inspection, and provide for monitoring, the County shall provide the City with access to the County's case management system for building services.

**5. COMPENSATION.**

The County shall collect as compensation for this Agreement ninety percent (90%) of any building permit fees paid for which the Building Official provides Plans Review, and Building Inspector provides inspection services. Fees for the City's permits shall be assessed at the County's rates.

**6. AMENDMENT.**

Either party that desires to amend this Agreement shall notify the other party in writing indicating the type of amendment desired and stating reasons for same. This Agreement may be amended only by mutual written agreement of the parties.

**7. IDEMNIFICATION.**

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement, or as a waiver of sovereign immunity by either party to which sovereign immunity applies.

**8. NOTIFICATON.**

Except as provided herein, any notices, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Administrator  
Heidi Petito  
[hpetito@flaglercounty.gov](mailto:hpetito@flaglercounty.gov)  
1769 East Moody Boulevard  
Building 2  
Bunnell, Florida 32110

City: City Manager  
Alvin Jackson  
[ajackson@bunnellcity.us](mailto:ajackson@bunnellcity.us)  
P.O. Box 756  
Bunnell, Florida 32110

**9. SEVERABILITY.**

If any provision of this Agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

*[Remainder of this page intentionally left blank.]*

**10. RECORDING OF AGREEMENT, EFFECTIVE DATE.**

The City, upon execution of this Agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Flagler County, Florida. Pursuant to Section 163.01(11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Flagler County.

**IN WITNESS WHEREOF** the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

CITY OF BUNNELL, FLORIDA

THE BOARD OF COUNTY  
COMMISSIONERS  
FOR FLAGLER COUNTY, FLORIDA

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Gregory Hansen, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

\_\_\_\_\_  
Tom Bexley, Clerk of Courts

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Vose Law Firm, City Attorney

\_\_\_\_\_  
Al Hadeed, Flagler County Attorney

**Fee Schedule (2008-31 with 2011-01/2012-52 amendments)**

<b>A. Building Permit Related Fees</b>	<u>Fee</u>
<b>Zoning Review Permit Fees</b>	
Concurrency Determination	\$15
Commercial Concurrency	\$30
Foundation Survey Review	\$20
Final Survey Review	\$20
Above Ground Pool	\$15
Boat House	\$40
Building Addition	\$30
Commercial Addition	\$50
Commercial Building	\$75
Commercial Pool	\$75
Demolition	\$15
Dock	\$40
Fence	\$15
Miscellaneous	\$25
Mobile Home Set-Up	\$30
Residential Building	\$35
Residential Pool	\$35
Seawall	\$50
Sign	\$35
Temporary Sign	\$20
Used Mobile Home Set-Up	\$30
Resubmittal Fee	\$15
<b>Development Engineering Fees</b>	
Residential Permit Review Fee	\$75
Commercial Permit Review Fee	\$150
F.E.M.A. determination (Flood Zone)	\$25
Site plan and final survey review and final inspection.	\$125
Resubmission of Site Plan, Final Survey	\$35
Revision Request	\$25
Foundation Survey Review per submission	\$35
Building Permit Review for consistency with TRC comments	\$125
Review of Palm Coast DRC Submission	\$250
Resubmission of plans for Palm Coast DRC comments	\$50
<b>Growth Management Fees</b>	
Intake/Processing Fee	\$20
Resubmittal Fee	\$10

<b>B. Building Permit Fees</b>	<u>Fee</u>
<b>Residential Valuation Determination</b>	

Residential Valuations shall be based on the Actual Value but not less than the most recent International Code Council (ICC) Building Valuation Data as published in the Building Safety Journal.

Driveways & patios	\$5.75 multiplied by square footage
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<b>Valuation of improvements</b>	
<b>Valuation of Improvements</b>	<b>Fee</b>
\$3.00 per 1,000.00 value or portion thereof	\$25.00 base fee + Valuation divided by 1000, multiplied by \$3.00 PERM

(Use valuation tables above to determine permit fee)	Base Fee
Accessory Building (detached Structures)	\$25 + Valuation
Aluminum	\$25 + Valuation
Building Addition	\$25 + Valuation
Building Addition (Commercial)	\$25 + Valuation
Boathouse	\$25 + Valuation
Commercial Hardscape	\$25 + Valuation
Dock	\$25 + Valuation
Demolition	\$25 + Valuation
Fence	\$25 + Valuation
Hurricane Shutters	\$25 + Valuation
Insulation	\$25 + Valuation
Irrigation	\$25 + Valuation
LP Gas	\$25 + \$7.00 per outlet
Miscellaneous (All permits not specified by type)	\$25 + Valuation
Moving Structures	\$55 + Valuation
Roofing	\$75 minimum + Valuation
Sign	\$25 + Valuation
Solar	\$25 + Valuation
Seawall	\$25 + Valuation

### Commercial

Commercial valuations shall be based on actual value, but not less than the most recent International Code Council (ICC) Building Valuation Data as published in the Building Safety Journal.

C. Electrical Fees	Fee
Single Phase	\$25 base fee plus \$.50 per Amp or Valuation whichever is applicable
3-Phase (240 volts or less)	\$25 base fee plus \$.75 per Amp or Valuation whichever is applicable
3-Phase (Greater than 240 Volts)	\$25 base fee plus \$1.00 per Amp or Valuation whichever is applicable
Low Voltage	\$25 base fee plus Valuation

D. Mechanical Fees	Fee
0 to 3 tons	\$50.00
3 to 10 tons	\$50.00 plus 12.00 per ton above 3
10 to 25 tons	\$134.00 plus 10.00 per ton above 10
25 to 50 tons	\$284.00 plus 6.50 per ton above 25
Above 50 tons	\$446.50 plus \$5.50 per ton above 50 tons

E. Plumbing Fee	Fee
Per plumbing fixture, floor drain or trap	\$25 base fee plus \$7 per fixture, floor drain or trap

F. Mobile Home Fee	Fee
Tie Down & Foundation	\$100
Plumbing & Sewer	\$25
Electrical Service Connection	\$25
Mechanical Service connection (charged by valuation table)	\$25 minimum charge
Used Mobile Home checklist	\$50 plus mileage as calculated by the IRS

G. Residential Pools/Spas	Fee
Pool	\$57.50

Minimum Electrical	\$28.75
Minimum Plumbing	\$28.75
Fence	\$25.00
Aluminum Enclosure	\$25.00

<b>H. Above-Ground Pool</b>	<u>Fee</u>
Minimum Fee for Above-Ground Pool	\$25.00 minimum
Minimum Electrical if required	28.75 minimum
Plumbing no fee for self-contained units	\$0.00
Minimum Plumbing for units not self-contained	\$28.75 minimum

<b>I. Public/Commercial Pools/Spa</b>	<u>Fee</u>
Pool	\$100.00
Minimum Electrical	\$50.00
Minimum Plumbing	\$50.00
Fence	\$25.00
Aluminum Enclosure	\$25.00

<b>J. Additional Fees</b>	<u>Fee</u>
Review of revisions to approved plans, lost or stolen plans	25% of the original permit fee or a minimum of \$25.00
Stamping extra set of Building Plans above department requirements	\$25.00 per set
Request to extend permit	\$25.00
Archive Copies	\$.15 per one-sided legal size or smaller, \$.20 per two-sided legal size or smaller, or actual cost of duplication of record.
Letter of Compliance (i.e. Dept. of Environmental Protection, Exam Verification, Letters of Good Standing.)	\$25 each
After hours and weekend inspection request	\$60 per hour including travel time, 3 hour minimum
Scanning Fee	Free up to five (5) 8.5x11 pages; \$.50 per page up to 11x17; \$1.00 per 11x17 and larger page Truss Packages \$25 or \$.50 per page, whichever is less
Copies of Blueprints from Scanned Documents	\$7 per page

<b>K. Permit close out fees</b> for permits expired prior to request for final inspection, by the contractor	
New building or addition	\$250
In ground pool	\$120
Miscellaneous (all others)	\$40

\*Plus any outstanding fees from original permit. Reapplication is required.

**L. Penalties**

When work is started or proceeds prior to obtaining a permit, the fees herein specified shall be doubled plus \$100, but the payment of such fee shall not relieve any persons from fully complying with the requirements of the code in the execution of the work nor from other penalties.

**M. Change of use or occupancy inspection-** \$150

**N. Failure to call for inspection-** \$50

## **O. Refunds**

### **Building and Fire Department**

No refund shall be granted on any permit with less than \$100.00 (Plan review fees are non-refundable). For permits having a fee in excess of \$100.00, 70% of the amount above \$100.00 may be refunded, provided construction has not commenced. A letter requesting refunds must be received by the Building Department within ninety (90) days of the permit's date of issue.

### **Planning Department**

If application has not been distributed for departmental/staff review and receipt of requested refund has been received within thirty (30) days of submittal of application, a full refund may be requested. If departmental/staff review has begun and request for refund is received within thirty (30) days of submittal of application a partial refund of 50% of fees paid may be requested. If an application has been publicly noticed for Board review, no refund shall be granted.

### **Development Engineering Department**

If application has not been distributed for departmental/staff review and receipt of requested refund has been received within thirty (30) days of submittal of application, a full refund may be requested. If departmental/staff review has begun and request for refund is received within thirty (30) days of submittal of application a partial refund of 50% of fees paid may be requested. If an application has been publicly noticed for Board review, no refund shall be granted.

## **P. Plan Review**

A plan review fee shall be charged by the Building Department, when the value of the proposed construction exceeds two thousand five hundred (\$2,500.00). The reviewing fee shall be ten percent (10%) of the building permit fee for the first review, an additional fifteen percent (15%) for the second review and an additional forty percent (40%) for reviews thereafter, per Florida Statute 553.80(2)(b). Such plan review fee is in addition to the building permit fee and is non-refundable.

## **Q. Reinspection Fees**

If it is necessary for the inspector to return for reinspection of a building or structure, an additional fee of thirty dollars (\$30) shall be charged for the first inspection, if it is necessary for an additional inspection, a fee of sixty dollars (\$60) shall be charged. The third and any subsequent inspection of the same type shall be one hundred, twenty dollars (\$120), per Florida Statute 553.80(2)(c).

## **R. Transfer of Permit to Another Contractor**

A fee of \$100 shall be charged for changing the contractor of record when transfer of application is made to another contractor prior to issuance of the permit. Transfer can only be made prior to issuance of the permit. In the event the permit has been issued, the contractor of record is required to cancel all active permits and the new contractor shall reapply for a new permit. (issued permits are non-transferable). The contractor of record shall first submit a letter to the Building Official requesting the permit be cancelled. The cancellation letter shall state the reason for cancellation and must have the original placard attached. After the cancellation has been granted, the new contractor may apply for a permit for said project. If the contractor cannot be contacted, the owner of the property must submit a letter canceling the original permit.

## **S. Change of Subcontractor- \$25 each change**

## **T. Master Files**

A fee of \$50 per year will be charged per D.B.A. for filing master plans. Master plans will be kept on file for one (1) year from the date of certification stamp.

## **U. Growth Management Education fee**

A base of \$2.50 plus .01% of the building valuation will be charged for education, travel and associated expenses for Growth Management staff.

**V. Growth Management Technology fee**

A base fee of \$2.50 plus .01% of the building valuation will be charged for acquiring, maintaining, operating and updating technology related to customer service and records management.

**W. Early Power**

Residential Early Power \$25.00  
Commercial Early Power \$50.00

**X. SHIP**

Approved housing projects funded by the Flagler County State Housing Initiative Program, (SHIP) for replacement/rehabilitation will receive a 25% reduction on all Growth Management Review Fees (Excluding impact fees).

**Fire Plan Submittal Fees**

**A) Plan Review fees\*** will be determined by multiplying the total building square feet by \$.01 for new construction and renovation of existing buildings. Base fee of \$35.00.

Description of Work	Plan Review Fee
New Construction and renovation of existing buildings	\$35 + Total building square footage by \$.01
Resubmittal Fee	\$25.00 per resubmittal
Revision Request Fee	\$25.00

\*Plan Review fees are non-refundable.

\*In addition to the building square footage charge, the following plan review and inspection fees shall be in effect.

Description of Work	Base Plan Review Fee	Inspection Fee
Underground Fire Mains	\$35.00	\$25.00
Fire Sprinklers Per Floor	\$35.00	\$25.00
Standpipe Systems (each)	\$35.00	\$25.00
Fire Pump with Jockey Pump	\$35.00	\$25.00
Hood Extinguishing System (each)	\$35.00	\$25.00
Fire/Smoke Alarm (per floor)	\$35.00	\$25.00
Public Fireworks Display (each Event)	\$35.00	\$25.00

**B) Flammable & Combustible Storage Tanks**

Description of Work	Plan Review Fee	Inspection Fee
Tank Abandonment/Removal	\$35.00	\$25.00
Above Ground Installation (per tank)	\$35.00	\$25.00
Underground Installation (per tank)	\$35.00	\$25.00
New Dispensing, Piping Alteration	\$35.00	\$25.00

**C) Liquefied Petroleum Gas**

Description of Work	Plan Review Fee	Inspection Fee
Tank Installation (per tank)	\$25.00	\$25.00
Piping Rough-In	\$25.00	\$25.00

**D) Inspections for occupancies as defined by the Florida Building Code having:**

0 to 15000 Square Feet (per floor)	\$30.00
Each Additional 5000 Square Feet	\$5.00

**E) Re-inspection Fee**

1 <sup>st</sup> Re-inspection	\$25.00
2 <sup>nd</sup> Re-inspection for same issues	\$50.00
3 <sup>rd</sup> Re-inspection for same issues	\$100.00

<b>F) Local Business Tax Receipt Review of Application</b>	\$25.00
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<b>G) Request to extend expired Permit</b>	\$25.00
<b>H) Annual Processing Fee</b>	\$25.00

**Development Review Fees**

Application Amendment	Twenty-five percent (25%) of original application fee
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**Final Plat<sup>1</sup>**

Final Plat Fee	\$1100 + \$50 per acre or portion thereof plus postage
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<sup>1</sup> Reviewing surveyor assigned post preliminary plat submittal. Costs for reviewing surveyor shall be paid by the applicant and evidence of payment is required prior to final plat approval by the Board of County Commissioners.

Final Plat Resubmittal Fee	\$450
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**Future Land Use Map Amendment**

Future Land Use Map Amendment; when total area requested for change is small scale fee	\$870 + cost of newspaper ad(s) and postage
Future Land Use Map Amendment; when total land area requested for change is ten acres or more fee	\$1,220 + \$20 per acre or portion thereof + cost of newspaper ad(s) and postage up to a max of \$15,000.

**Plat Vacation All or Part of**

Plat Vacation All or Part of	\$850 + cost of newspaper ad(s) and postage
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**Preliminary Plat Review**

Preliminary Plat Fee	\$1750 + \$50 per acre or portion thereof + cost of newspaper ad(s) and postage
Preliminary Plat Resubmittal Fee	\$575

**Public Use**

Public Use Fee	\$320 + cost of newspaper ad(s) and postage
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**Amendments to PUD Site Development Plan or Development Agreement**

Amendments to PUD Site Development Plan or Development Agreement	\$320 + \$25 per acre or portion thereof impacted by the proposed amendment + cost of newspaper ad(s) and postage
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**Application for Review**

Application for Review	\$320 + cost of newspaper ad(s) and postage
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**Rezoning**

Rezoning	\$420 + \$25 per acre or portion thereof + cost of newspaper ad(s) and postage
Rezoning Planned Unit Development	\$720 + \$25 per acre or portion thereof + cost of newspaper ad(s) and postage

**Semi-Public Use**

Semi-Public Use	\$320 + cost of newspaper ad(s) and postage
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**Site Plan Review**

Site Development Plan Less Than 5 Acres	\$2,225 + \$25 per acre or portion thereof
Site Development Plan More than 5 acres	\$550 + \$525 per acre or portion thereof + postage
PUD Site Plan	\$970 + \$45 per acre or portion thereof + cost of newspaper ad(s) and postage
Site Development Plan Resubmittal Fees	\$785
Site Plan Review; any parcel subject to the Scenic Corridor Overlay	\$100

**Sketch Plat**

Sketch Plat (TRC Only)	\$170 + \$3 per acre or portion thereof
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Sketch Plat (TRC, Planning Board & BCC)	\$320 + \$10 per acre or portion thereof + cost of newspaper ad(s) and postage
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**Special Use (i.e. towers)**

Special Use (i.e. towers)	\$420 + cost of newspaper ad(s) and postage
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**Variance Application (non-Article IV)**

Administrative Variance Application (non Article IV)	\$175 + postage
Variance Application (non-Article IV)	\$345 + postage

**Waivers to Subdivision Regulations**

Waivers to Subdivision Regulations	\$400 + cost of newspaper ad(s) and postage
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**Subdivision Construction Plans Review (due at TRC meeting)**

Base Fee	\$1,000 + \$90 per acre or portion thereof excluding undeveloped area <sup>2</sup>
Roadway Fee	\$250 per mile or portion thereof
First Resubmittal:	No Charge
Subsequent Resubmittal:	\$1,000

**Construction Inspection Fees (due with Land Development Permit)**

<u>Construction Inspection Fee</u>	<u>Fee</u>
a. Base Fee	\$500
b. Acreage Fee <sup>2</sup>	\$150 per acre or portion thereof excluding
c. Roadway Fee	\$2,000 per mile or part
d. Final Inspection Fee	\$500
e. Final Reinspection Fee	\$100

<sup>2</sup> Acres as used herein, refers to TOTAL ACRES being developed minus any lands determined by applicant, and agreed by the County Growth Management, to be undevelopable, which is excluded from the parent tract either through dedication of those lands to the County or by providing an instrument excluding those lands from future development forever, subject to Growth Management approval. Request must be made at the same time as Preliminary Plat submission. Retroactive requests will not be considered.

**Development Review Resubmittal Fees unless otherwise defined herein**

Resubmittal Fee	\$110
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**Other Growth Management Fees**

<u>Other Development Services Admin. Fees</u>	<u>Fee</u>
Duplicating Per Page	\$.15 per one-sided legal size or smaller, \$.20 per two-sided legal size or smaller, or actual cost of duplication of record.

**Other Development Engineering Department Fees**

Right of Way Utilization Permit for all Roads in unincorporated Flagler County

**A. Individual Permit: *Driveways, Sidewalks, Landscaping and Miscellaneous work.***

Utilization Purpose	Permit Fee	Inspection Fee	Total Fee
Residential Driveway*	\$30	\$50	\$80
Commercial Driveway**	\$50	\$75	\$125

\* The fee for establishing swale grades or culvert inverts for residences in unincorporated Flagler shall be \$30

\*\* The fee for field entrances and temporary driveways serving residential or commercial parcels from County Roads shall be the same as for a permanent driveway; however, no additional fee will be charged to replace a field entrance or temporary driveway with an approved permanent access serving the same parcel or tract of land.

Residential Sidewalk (Individual lot)	\$30	\$30	\$60
Commercial Sidewalk (Individual lot)	\$50	\$50	\$100
Irrigation System within Right-of-Way	\$100	\$100	\$200
Landscaping within Right-of-Way			
a. Per Tree or shrub	\$20	\$5	\$25 Minimum \$200

**B. Individual Permit:** Auxiliary Lanes, Utility Construction (except construction by General Permit), and miscellaneous offsite improvements.

The permit fee shall be one percent (1%) of the cost of such construction or Five Hundred Dollars (\$500) whichever is greater; the fee shall include both processing the permit application and inspecting the construction.

**C. General Permits: Utility Permits**

The permitted Utility shall keep a record of Permits. The utility shall be invoiced by the County on a monthly basis, which invoices shall be promptly paid. Utility plans shall be submitted and illustrate the location of the proposed construction with respect to distance from the edge of pavement and depth below the existing surface.

**OVERHEAD CONSTRUCTION**

Construction Activity	Permit Fee	Inspection Fee	Total Fee
Pole installation	\$50	\$75	\$125

Includes Service Drop requiring setting of one or more poles. Service drops that do not require a pole within the right-of-way do not require a permit.

**UNDERGROUND CONSTRUCTION (Power \*)**

Construction Activity	Permit Fee	Inspection Fee**	Total Fee
Less than 2,000'	\$30	\$50	\$80
2,000' to 5,000'	\$30	\$80	\$110
5,001' to 10,000'	\$30	\$130	\$160
Over 10,000'	\$30	\$180	\$210

\* Underground construction within 4 feet of the pavement edge requires an individual permit and a \$100.00 increase in the Inspection Fee.

\*\*Open trenches or direct bore is not permitted in paved areas.

**D. Underground Construction (Water and Sewer)**

Construction Activity	Permit Fee	Inspection Fee	Total Fee
Residential or Commercial sewer connection (1 side)	\$30	\$30	\$60
Residential or Commercial sewer connection (both sides)	\$30	\$50	\$80
Repair Sewer, not under road, no lane closure, excavation more than 4' from pavement edge	\$30	\$50	\$80
Repair Sewer, under road or excavation edge within 4' from pavement edge (requires lane closure)	\$30	\$50	\$80
Residential or Commercial water connection (1 side)	\$30	\$30	\$60
Residential or Commercial water connection (both sides)	\$30	\$30	\$60

Install Fire Hydrant over 4' from pavement edge	\$30	\$30	\$60
Install Fire Hydrant, under or within 4' of pavement	\$30	\$60	\$90
Repair water lines, less than 100' long, excavation edge over 4' from pavement edge	\$30	\$30	\$60
Repair water lines, less than 100' long, excavation edge within 4' or under pavement (requires lane closure)	\$30	\$150	\$180

**E. Special Permit** (required in addition to Individual or General Permit if the work includes any of the following activities)

Construction Activity	Permit Fee	Inspection Fee	Total Fee
Jack & Bore (under 12")	\$50	\$50	\$100
Jack & Bore (over 12")	\$100	\$100	\$200
Open Street Cut (Paved)*	\$150	\$150	\$300
Open Street Cut (Unpaved)*	\$75	\$50	\$125
Under Canal or Drainage Ditch	\$150	\$150	\$300
Over Canal or Drainage Ditch	\$150	\$150	\$300

\* Backfill requires certification by a Florida Registered Professional Engineer or testing by an independent laboratory. Certification and/or test results are to be delivered to the County prior to final inspection of work.

**Open pits for connections (Power \*)**

Open Pits for Connections	Permit Fee	Inspection Fee	Total
4 ft or less from edge of road	\$30	\$70	\$100
4.01 ft to R/W line	\$30	\$30	\$60

**F. General Requirements for All ROW Permits**

**Late Charges:** Party or Parties responsible for beginning any construction within the right-of-way prior to issuance of a valid permit will be assessed a late charge of \$200.00 in addition to the above fees.

**Compaction Requirements:** The applicant is responsible for obtaining and paying for the services of an independent laboratory to verify all compaction requirements have been met.

**Re-Inspection Fee:** Re-Inspection caused by the Permittee calling for inspection but not prepared will result in a re-inspection fee equal to one-half (1/2) the original inspection fee for the work involved.

**Additional Work:** Additional work not authorized by the original terms of the permit will either require a new permit, with appropriate fee, or modification of the existing permit at a fee equal to one half (1/2) the original fee. Construction started on additional work prior to issuance of a new or modified permit will be assessed LATE CHARGES, as described herein.

**G. Additional Fees**

Review of Palm Coast DRC Submission	\$200
Resubmittal of plans for Palm Coast DRC comments	\$50
Exchange of County Land or Easements	\$300
Development Engineering Department	\$50 unless otherwise defined within this fee
FEMA Letter of Map Amendment or Letter of Map Revision Review	\$50
Land Development Permit Fee for Subdivisions	\$500
Land Development Permit Fee for all others (commercial)	\$100
Request to release performance and maintenance bond	\$100

## H. Special Exceptions

Special Exception for Soil Extraction	\$300
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## Other Planning Department Fees

<b>A. Development Activities</b>	<u>Fee</u>
Local Business Tax Receipt Review (Residential)	\$15
Local Business Tax Receipt Review (Commercial)	\$25
Land Development Code field Inspection	\$25
Determination of Permitted Use by Planning Board	\$200
Letter of Compliance	\$15 each
Buildable Lot Determination	\$125
Special Exception (Elderly parent, guest house or home occupation)	\$150
Special Exception (all others)	\$300 plus postage
Non-Conforming Use Change	\$150
Appeal of Decision	\$150 for all appeal processes
Index Tree Protection Compliance Review	\$10 per non-Exempt Tree
Tree Removal Application Review	\$50
Landscape Inspection	\$75
Wetland Permit Fee	\$400
Site visit for out of county mitigation	Hourly rate of employee plus mileage as calculated by the IRS
Notification of public hearings (posting signs)	\$50
When notification is required, postage and legal ad(s) will be charged at prevailing rates	Prevailing Rate
Density Transfer Inspection Fee for sending site	\$50 plus \$50 per acre or portion thereof
Planning Department Resubmittal Fee	\$50 unless otherwise defined within this fee schedule
<b>B. DRI Fees</b>	<u>Fee</u>
Development of Regional Impact (DRI)	\$10,000 plus \$25 per acre or portion thereof, not to exceed statutory cap
DRI Amendments (N.O.P.C)	\$1,500 plus \$25 per acre for total impacted by amendment to a max of \$5,000 + cost of advertising and postage not to exceed statutory cap
<b>C. Fees to Duplicate</b>	<u>Fee</u>
General Copying per Page	\$.15 per one-sided legal size or smaller, \$.20 per two-sided legal size or smaller, or actual cost of duplication of record.
CD of Meeting Minutes	\$3 per CD
Future Land Use, Zoning and Custom Maps ordered through Emergency Services. Please see Emergency Services Fee Ordinance.	
Comprehensive Plan	\$150 Complete Set
Comprehensive Plan Elements A & B	\$50 each
Elements D, E & F	\$25 each
Elements C, G, H, I & J	\$10 each
Comprehensive Plan Maps in Color	\$3 per map
Land Development Code, complete	\$35 (available on-line)

## Utility Department Fees

Description	Fee
Gravity Sewer	\$ .60 per linear feet
Sewer force mains and reuse mains (10" & under)	\$.30 per linear feet
Sewer force mains and reuse mains (12" & larger)	\$.35 per linear feet
Water mains (10" & under)	\$.45 per linear feet
Water mains (12" & larger)	\$.45 per linear feet
Pump Stations	\$750 each
Base fee	\$500
Resubmittal fee	\$250 each
1. The fees above do not cover review and inspection for water treatment plants or wastewater treatment plants. See Flagler County Utilities for special review and inspection fees.	
2. The pump station fee is for simplex and duplex sewage pump stations only with less than 20 horsepower pumps, and peak hour flows less than 1,200 gpm. All other more complex and powerful configurations for water, reuse and sewer. See Flagler County utilities for special review and inspection fees.	
3. All master pump stations (water, reuse and sewer). See Flagler County Utilities for special review and inspection fees.	

A Three Percent (3%) Administration Fee will be retained by Growth Management.